THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE
TANZANIA INSTITUTE OF ACCOUNTANCY

REQUEST FOR TENDER

TENDER NO.: S5/2023/2024/W/01

FOR

Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar

13/05/2024

LIST OF ABBREVIATIONS

AGC	Attorney General Chamber
AQRB	Architects and Quantity Surveyors Registration Board
BAFO	Best and Final Offer
Cap	Chapter
ERB	Engineers Registration Board
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCC	National Construction Council
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS

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1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 26/10/2023.

2. The Government of Tanzania has set aside funds for the operation of the TANZANIA INSTITUTE OF ACCOUNTANCY during the financial year 2023/2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar.

3. The TANZANIA INSTITUTE OF ACCOUNTANCY now invites tenders from contractors registered or capable of being registered in Contractor Class One for Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar.

4. Tendering will be conducted through the International Competitive Tendering specified in the Public Procurement Act, Cap 410.

5. A complete set of tendering document(s) in English may be accessed through NeST.

6. Tenderers are required to register through NeST and pay the tender participation fees indicated in the NeST to be able to participate in this Tendering process.

7. All tenders must be accompanied by a Tender Security in form of Tender Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 320,000,000.00.

8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 03/06/2024. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.

9. Tenders not received through NeST shall not be evaluated irrespective of the circumstances.

Chief Executive Officer
Box 9522 Dar es Salaam

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A: INTRODUCTION

1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE)indicated in the Tender Data Sheet (**TDS**) invites Tenders for the construction of works, as described in the **TDS**. The name and identification number of the Contract is provided in the Special Conditions of Contract (SCC).
	1.2	Tendering will be conducted through the method of procurement indicated in **TDS** and is open to all Tenderers who meet the eligibility criteria stated in ITT 3 [Eligible Tenderers]. The successful Tenderer will be expected to complete the Works within the period stated in the **TDS.**
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract.
2. Source of Funds	2.1	The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the TDS. Or, The Government of the United Republic of Tanzania through the PE named in the TDS has applied for/received/ intends to apply for a [loan/ credit/grant] from the financing institution named in the TDS towards the cost of the Project named in the TDS. The United Republic of Tanzania intends to apply part of the proceeds of this loan/credit to payments under the Contract described in the TDS.
	2.2	Payments will be made directly by the PE (or by the financing institution specified in the **TDS** upon request of the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligibility ofTenderers	3.1	A Tenderer may be a Natural Person, Private Entity, Government-owned Entity, subject to **ITT** 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 (herein referred as a **JVCA**). In the case of a **JVCA**, unless otherwise specified in the **TDS**, all parties shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The **JVCA** shall nominate a Lead Member as specified in **TDS**, who shall have the authority to conduct all business for and on behalf of any and all the members of the **JVCA** during **the Tender**ing process and, in the event the **JVCA** is awarded the Contract, during contract execution. Unless specified in the **TDS,** there is no limit on the number of members in a **JVCA**
	3.2	The appointment of a Lead Member in the **JVCA** shall be

		confirmed by submission of a valid Power of Attorney to the PE.
	3.3	Any agreement that form a **JVCA** shall be required to be submitted as part of **the Tender** and shall be attested.
	3.4	Any Tender from a **JVCA** shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contributiononly and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.5	The invitation for Tenders is open to all Tenderers as specified in the **TDS**
	3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved contractor in Tanzania before signing the contract.
	3.7	A Tender shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works to be purchased under this Invitation for Tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tenders; or e)have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.

	3.8	A Tenderer may be ineligible if – (a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favour of the person, company or firm is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property (c) legal proceedings are instituted against such person, company or firm involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property (c) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct; (d) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act, Cap 410 or ineligible from participating in public procurement for corrupt,coercive, fraudulent or obstructive practices, company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit Tenders, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority. (d) the Tenderer is from ineligible country as specified under Section VI [ineligible country] of this tendering document.
	3.9	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the Public authority under public financed project shall be permitted to Tender or submit a proposal for the procurement of goods or works under the project.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent (10%) of the Tender price is envisaged.

4. One Tender per Tenderer	4.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
	4.2	No Tenderer can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A Tenderer, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
	4.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer‘s appeal of the procurement proceedings.
6. Site Visit andPre-Tender Meeting	6.1	The Tenderer, at the Tenderer‘s own responsibility and risk, is advised to visit 'and examine the Site of Works and its surroundings and obtain for itself all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer‘s own expense.
	6.2	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection
	6.3	The PE may conduct a site visit and a pre-Tender meeting, whose purpose shall be to provide specific project information, to explain any unusual aspects of the project and to address any questions on any matter that may be raised at that stage.
	6.4	The Tenderer‘s designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **TDS**. Non-attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a tenderer.
	6.5	The Tenderer is requested to submit any questions through NeST, to reach the PE before pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but

		questions and responses will be transmitted in accordance with **ITT** 6.6.
	6.6	Minutes of the pre-tender meeting, if applicable, including the questions raised by the Tenderers, without identifying the source and the responses given together with any responses prepared after the pre-tender meeting, will be transmitted within three (3) working days to all participating tenderers through NeST. Any modification of the Tendering Documents listed in **ITT** 7.1 [Content of Tendering Documents] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to **ITT** 9.2 [Amendment of the Tendering Documents] and not through the minutes of the pre-tender meeting.

7. Content of Tendering Documents	7.1	The works required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to Section I [Invitation for Tenders], Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendments of the Tendering Documents] include: **PART1: TENDERING PROCEDURES** Section II Instructions to Tenderers(**ITT**) Section III Tender Data Sheet(**TDS**) Section IV Qualification and Evaluation Criteria Section V Tendering Forms Section VI Eligible Countries **PART 2: PROCURING ENTITIY'S REQUIREMENTS** Section VII Works Requirements **PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS** Section VIII General Conditions of Contract(GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms
	7.2	The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in **ITT** 7.1, said Tendering Documents will take precedence.
	7.3	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8. Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.
	8.2	The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.
	8.3	PE's response will be posted through NeST to all participating tenderers, including a description of the inquiry, but without identifying its source.
	8.4	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under **ITT** 9 [Amendments of the Tendering Documents].
9. Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, The PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to **ITT** 7.1 **[Content of Tendering Documents]** and shall be communicated through NeST to participating tenderers.
	9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE at its

		discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with **ITT**22.2 [Deadline for Submission of Tenders]

C. PREPARATION OF TENDERS

10. Language of Tender	10.1	The tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in language specified in **TDS** . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of **the Tender**, the translation shall prevail.
11. Documents Constituting the Tender	11.1	The Tender prepared and submitted by the Tenderer shall constitute the following components: a) The Form of Tender and Tender Price completed in accordance with **ITT**14 [Forms of Tender], **ITT**15 [Tender Prices and Discounts], and **ITT**16 [Tender Currencies]; b) Tendering Forms; c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers **ITT**18 [Tender Security]; d) Priced Bill of Quantities; e) Alternative offers where invited in accordance with Instructions to Tenderers **ITT**19[Alternative Tenders by Tenderers]; f) Dully Notarized Power of Attorney authorizing signatory of the Tender to commit the Tenderer in accordance with **ITT**20 g) A Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section V [Tendering Forms] in sufficient detail to demonstrate the adequacy of the Tenderer proposal to meet the work requirements and the completion time, and h) Any information, other than the documents under **ITT** 11.1(a) – (g) above required to be completed and submitted by Tenderers as specified in **TDS** document. *The list of additional documents may include the following:* **Code of Conduct for Contractor's Personnel (ES)** The Tenderer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract (if required). The Tenderer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** The Tenderer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: ***[Note:** insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:* *[e.g.* Sexual Exploitation, and Abuse (SEA) *prevention and response action plan] [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic*];
12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to ITT 11 [Documents Constituting the Tender], the Tenderer shall upload, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted in accordance with Section IV – Qualification and Evaluation Criteria.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should upload with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally uploaded pre-qualification information remains essentially correct as of the

		date of Tender submission. The update or confirmation should be provided in Section V –Tendering Forms.
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Section IV [**Qualification and Evaluation Criteria]
	12.4	To qualify for award of the Contract, Tenderers shall meet the minimum qualifying criteria stated in Section IV – Qualification and Evaluation Criteria.
	12.5	a) Tenders submitted by a **JVCA** shall comply with the following requirements: the Tender shall include all the information listed pursuant to **ITT** 12.3 above for each joint venture partner; b) the Tender 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 uploading 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 Tender and in the Agreement (in case of a successful Tender); and f) a copy of the joint venture agreement entered into by all partners shall be uploaded with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement shall be signed by all partners and uploaded with the Tender, together with a copy of the proposed Agreement; and g) the Tender Security as stated in accordance with **ITT** 18 [Tender Security], and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners. h) Any exception to documents listed in (a) – (g) above unless stated in **TDS.**
	12. 6	Domestic Tenderers and joint ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in tender evaluation shall supply all information to satisfy the criteria for eligibility as described in **ITT** 32 [National Preferences].
13. Slices or Lots and Package	13.1	When tendering for more than one contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being tendered as provided in Section IV -Qualification and Evaluation Criteria.
	13.2	In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.
14. Form of Tender	14.1	The Tenderer shall fill the Form of Tender using the provided format and no substitute shall be accepted.
15. Tender Prices and Discounts	15.1	The tender price shall be for the whole Works, as described in **ITT** 1.1 [Scope of Tender], based on the priced Bill of Quantities submitted by the Tenderer.
	15.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.
	15.3	All duties, taxes, and other levies payable by the Contractor under the Contract as provided under this clause, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer. The following taxes shall be payable by contractor under this contract. the list of all duties, taxes, and other levies payable by the Contractor will be indicated in **TDS.**
	15.4	The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14 [Form of Tender]

	15.5	The rates and price quoted by the Tenderer shall be fixed unless stated in **TDS** and the Tenderer shall upload with the Tender all the information required in the Appendix to Tender-Schedule of Cost Indexation. The Tenderer shall be required to justify its proposed weighting. If the Price is Adjustable the PE should Ensure that they Provide the Information required in the Appendix to Tender-Schedule of Cost Indexation.
	15.6	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget fixed by PE as shown in **TDS**. Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
16. Tender Currencies and Payment	16.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or in foreign currencies. With respect to this tender, the applicable currency(ies) shall be as specified in **TDS**
	16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders.
	16.3	If the Tenderer uses other rates of exchange, the provisions of **ITT** 30.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITT** 16.1 [Tender Currencies].
17. Tender Validity Period	17.1	Tenders shall remain valid for the period specified in **TDS** after the deadline for tender submission Specified in **ITT** 22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as non-responsive.
	17.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made through NeST. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration.
	17.3	A Tenderer agreeing to the request for extension of Tender Validity Period will not be required or permitted to otherwise modify the Tender but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with **ITT** 18 [Tender Security] in all respects.
	17.4	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
18. Tender Security	18.1	The required type of security for Tender is specified in **TDS** Pursuant to **ITT** 11 [Documents Constituting the Tender], the Tenderer shall furnish as part of its Tender, a scanned Tender Security through NeST in a Form and in the amount and currency specified **in TDS** in the format provided in Section V-Tendering Forms.
	18.2	The Tender Security is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **ITT** 18.9.
	18.3	The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and it shall be in the form specified in **TDS** which shall be in any of the following: a) Unconditional 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 or abroad valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or b) An irrevocable letter of credit;

		c) A Cashier's or certified cheque;
	18.4	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in **ITT** 18.9 are invoked.
	18.5	Any Tender not accompanied by a Tender Security in accordance with **ITT**s 18.1 or 18.3 [Tender Security] shall be rejected by the PE as non-responsive, pursuant to **ITT** 28 [Preliminary Examination of Tenders].
	18.6	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to **ITT** 41 [Signing of Contract]. The PE shall make no claim to the amount of the Tender security, and shall promptly return the Tender security document, after whichever of the following that occurs earliest: (a) the expiry of the Tender security; (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the solicitation documents; (c) the rejection by the PE of all tenders; (d) the withdrawal of the Tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.
	18.7	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to **ITT 40** [Notification of Award], and furnishing the performance security, pursuant to **ITT** 41.
	18.8	The Tender Security of a **JVCA** shall be in the name of the **JVCA** that submits the Tender. If the **JVCA** has not been constituted into a legally enforceable **JVCA**, at the time of Tendering, the Tender Security shall be in the names of all future partners.
	18.9	The Tender Security may be forfeited: a) if a Tenderer; i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in **ITT**17.2 [Tender Validity Period]; or b) in the case of a successful Tenderer, if the Tenderer fails to: *i)* furnish performance security, and if required, the Environmental and Social (ES) Performance Security in accordance with **ITT**41 [Performance Security]. The requirement for Environmental and Social (ES) Performance Security is indicated in **TDS** ii) sign the contract in accordance with **ITT**42 [Signing of Contract];
19. Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the employer's requirements. Alternatives if allowed will be indicated in **TDS**, and ITT 19.2 and 19.3 shall govern.
	19.2	When alternative times for completion are explicitly invited, a statement to that effect as the method of evaluating different schedules for completion.
	19.3	Technical alternatives are not allowed. If so allowed *as indicated in **TDS***, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including design calculations, technical specifications, breakdown of prices, proposed construction methods 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.
	19.4	When alternative technical solutions are allowed under ITT 19.3, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in this clause, with method for their evaluating, as described in Section VI, Works Requirements. If so allowed, the technical solutions parts of the works will be specified in **TDS.**
20. Format and Signing of Tender	20.1	The Tenderer shall prepare documents constituting the Tender as described in **ITT** 11 [Documents Constituting the Tender].

	20.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with **the Tender** indicating position of each signatories in accordance to the requirements of the NeST. The authorization document(s) shall be a duly notarized Power of Attorney in the format provided in Section V: Tendering Forms. *Other acceptable* authorization is listed in **TDS**
	20.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

D. SUBMISSION OF TENDERS

21. Submission of Tenders	21.1	All Tenders shall be submitted through NeST. Tenders submitted through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
	21.2	The Tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through NeST shall be received in full prior to the closing time, and the Tenderers shall receive an acknowledgement of receipt of tender or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the Tender being unreadable for any reason, the Tender submitted shall not be considered.
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST not later than the date and time specified in the NeST
	22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	22.3	The extension of the deadline for submission of Tenders shall be made not later than number of days indicated in **TDS** before the expiry of the original deadline
23. Late tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT22 [Deadline for Submission of Tenders]
24. Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Tenders. Tenderers shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
	24.2	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
	24.3	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT 18.9 [Tender Security].

E. OPENING AND EVALUATION OF TENDERS

25. Opening of Tenders	25.1	The opening shall be done automatically by the system after the deadline date and time. Read out prices shall be displayed automatically in the NeST portal. Automated opening report shall be sent to all involved parties including the PE and Tenderers.
	25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
	26.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of his Tender.
27. Clarification of Tenders	27.1	In order to assist in the examination, evaluation, and comparison of Tenders and post-qualifications of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	27.2	The request for clarification shall be communicated through NeST and the Tenderers shall respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with **ITT**29 [Correction of Errors].
	27.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so through NeST
28. Preliminary Evaluation of Tenders	28.1	Prior to the detailed evaluation of tenders, the PE will determine whether each Tender; (a) meets the eligibility criteria defined in **ITT**3 [Eligible Tenderer]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.
	28.2	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply: "Deviation" is a departure from the requirements specified in the Tendering Document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.
	28.3	The PE will confirm that the documents and information specified under **ITT**11 [Documents Constituting the Tender], **ITT**12 [Documents Establishing Eligibility and Qualification of the Tenderer], **ITT**13 [Slices and Package] and **ITT**14 [Form of Tender] have been provided in the Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

	28.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
	28.5	Provided that a Tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
	28.6	Provided that a Tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section IV, Qualification and Evaluation Criteria.
	28.7	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: a) failure to sign the Form of Tender and price schedules by the authorized person or persons; b)failure to satisfy eligibility requirements; c) failure to submit a tender security as specified in the Tendering documents; d)failure to satisfy the Tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the Tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) conditional tenders such as conditions in a tender which limit the Tenderer's responsibility to accept an award; g) inability to accept the price adjustment formulae of the Tendering documents; h)stipulating price adjustment when fixed price tenders were invited; i) subcontracting in a substantially different amount or manner than that permitted; j) failure to submit major supporting documents required by the Tendering documents to determine substantial responsiveness of a tender
	28.8	All tenders shall be checked for substantial responsiveness to the technical requirements of the Tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following: a) failure to tender for the required scope of work as instructed in the Tendering documents and where failure to do so has been indicated as unacceptable; b) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended. c) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factor If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity
29. Conversion to Single Currency	29.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania on the tender publication date.
	29.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation and comparison, along with the source and date of the exchange rate, are specified in the **TDS.**
30. Detailed Evaluation and Comparison of Tenders	30.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with **ITT**28 [Preliminary Examination of Tenders].

	30.2	In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: - a) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively; b) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with **ITT**19 [Alternative Tenders by Tenderers];making an allowance for varying times of completion offered by Tenderers, Tender price may be adjusted by making an allowance for varying times of completion unless otherwise specified in **TDS** c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with **ITT**24.4 [Modification and Withdrawal of Tenders]; and d) applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other contracts (**ITT** 31.5); and e) the additional evaluation factors are specified in Section IV (Qualification and Evaluation Criteria).
	30.3	The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation.
	30.4	The estimated effect of any price adjustment provisions of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
	30.5	In the case of several Lots, pursuant to **ITT** 31.2(f), the PE will determine the application of discounts so as to minimize the combined cost of all the lots.
	30.6	If this Tendering Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Form of Tender, is specified in Section IV. Qualification and Evaluation Criteria.
	30.7	If the Tender, which results in the lowest Evaluated Tender Price, is unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the PE may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the PE may: a) Accept the Tender; or b) require that the amount of the performance security set forth in **ITT** 41 be increased at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the tender Price; or c) Reject the Tender.
31. National Preferences	31.1	**Margin of** preference for local firms shall be indicated in **TDS** if the margin of preference applies, works utilizing this Standard Tendering Document shall provide Local Contractors with margin of preference in tender evaluation.
	31.2	Local contractors shall, in order to be considered for margin of preference, be registered in accordance with Procurement Act, Cap 410.
	31.3	The PE shall, in applying margin of preference, shall be guided by Procurement Act, Cap 410 to determine whether or not tenderers are qualified for margin preference.
	31.4	A **JVCA** between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Procurement Act, Cap 410.
	31.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of **ITT**19 [Alternative Tenders], and shall

		be subject to the margin of preference in accordance Section IV- Qualification and Evaluation Criteria.
32. Subcontractors	32.1	Sub-contracting is not allowed, unless otherwise stated in TDS at the percentage of works indicated in **TDS**
	32.2	In case of Prequalification, the Tenderer's Tender shall name the same specialized subcontractor as submitted in the prequalification application and approved by the PE.
	32.3	In case of Post qualification, the PE may permit subcontracting for certain specialized works as indicated in Section IV- Qualification and Evaluation Criteria. When subcontracting is permitted by the PE, the specialized sub-contractor's experience shall be considered for evaluation. Section IV- Qualification and Evaluation Criteria describes the qualification criteria for sub-contractors.
	32.4	Tenderers may propose subcontracting up to a certain percentage of the total value of contracts or the volume of works indicated in **TDS.**
33. Determination of Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34. Post-qualification of Tenderer	34.1	If pre-qualification was undertaken, the PE shall conduct partial post-qualification to verify pre-qualification information.
	34.2	Where the Tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the Tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender the PE shall: request the Tenderer an explanation of the Tender or of those parts which it considers contribute to the Tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the Tender or parts of the Tender being abnormal (c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned; (d) The PE shall not incur liability solely by rejecting abnormally low tender. Abnormally low tender" means, in the light of the PE's estimate and of all the Tenders submitted, the Tender appears to be abnormally low by not providing a margin for normal levels of profit.
	34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender either continues to meet (if prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section IV, Qualification and Evaluation Criteria.
	34.4	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer], as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
	34.5	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	34.6	In case of a foreign company, a PE shall seek independent reference of legal

		existence of a Tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
	34.7	An affirmative determination will be a prerequisite for award of the Contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next-lowest evaluated Tenderer to make a similar determination of that Tenderer's capabilities to perform contract satisfactorily.
35. Post-qualification of Tenderer	35.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the **TDS**.
	35.2	Where the Tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the Tender is abnormally low in relation to the subject matter of the procurement (scope of works or services)and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract. (d) The PE shall not incur liability solely by rejecting abnormally low tender.

F. AWARD OF CONTRACT

36. Criteria of Award	36.1	Subject to ITT 35 [Post-qualification of Tenderer] and 37 [Negotiations], the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be - (a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers], and (b) is determined to be qualified to perform the Contract satisfactorily (c) Successful negotiations have been concluded.
	36.2	If, pursuant to **ITT** 13.1 [Slice and Package], this Contract is being let on a slice and package‖ basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
37. Negotiations	37.1	Negotiations may be undertaken with the lowest evaluated. Tender 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) finalizing payment arrangements; (e) mobilization arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the PE; (g) the methodology or staffing; (h) Clarifying details that were not apparent or could not be finalized at the time of tendering; or (i) Reduction of Tender Price to match the PEs Estimate, and commensurate with the market prices and provided such reduction shall not make the tender abnormally low in accordance ITT 35.2 [Post-qualification of Tenderers]. This provision is not applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method
	37.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38. PE Right to Accept any Tender and to Reject any or all Tenders	38.1	Notwithstanding ITT36 [Criteria of Award], the PE reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers.
	38.2	Notice of the rejection of all Tenders shall be given promptly to all Contractors that have submitted Tenders through NeST.
	38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its tenders but is not required to justify those grounds.
39. PE Right to Vary Quantities at the Time of Award	39.1	The PE reserves the right at the time of Contract award to increase or decrease the scope of works or related services originally specified in these Tendering Documents (Bill of Quantities) provided this does not exceed by the percentage indicated in the **TDS**, without any change in unit price or other terms and conditions of the Tender.
40. Notification of Award	40.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract in the format provided in Section V [Tendering Forms], The notice shall be issued through NeST to all Tenderers who participated in the Tender in question giving them seven

		(7) working days within which to submit complaints to the PE thereof, if any. The condition shall not apply where only one Tender has been received by PE in competitive method or where single source, national shopping, Minor value procurement method has been used.
	40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified through NeST of the award by the PE prior to expiration of the Tender validity period. The Letter of Acceptance will state the sum that the PE will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3	The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITT41 [Performance Security] and signing the Contract in accordance with ITT 42.2 [Signing of Contract].
41. Performance Security	41.1	Within Twenty-Eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the **TDS** and the **SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. The Performance Security shall also include the Environmental and Social Performance Security in the form of a "demand guarantee" in the percentage amount(s) specified in **TDS.** *[Note: The ES Performance Security shall normally be required where ES risks are high. Both ES Security and Performance Security Shall not exceed 10 Percent]*
	41.2	If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the **TDS** which shall be in any of the following (a) cash, certified cheque, cashier 's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a bonded by a local bank‖; or (d) Surety bond issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
	41.3	Failure of the successful Tenderer to comply with the requirement of ITT 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the PE may make the award to the next lowest evaluated Tenderer or call for new Tenders.
42. Signing of Contract	42.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Within fourteen (14) working days after furnishing the performance security, the successful Tenderer and the PE shall sign the contract.
	42.3	Upon both parties signing the Agreement, the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the unsuccessful Tenderers pursuant to ITT 18.7 [Tender Security or Tender Securing Declaration].
43. Advance Payment	43.1	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the

		TDS.
	43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section XI.
	43.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence 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 PE's —Notice to Commence‖ as specified in the Special Conditions of Contract.
44. Dispute Avoidance and Resolution Board	44. 1	IF SOLE MEMBER IS TO BE APPOINTED TO BE DARB The PE proposes the person named in the **TDS** to be appointed as Sole Member of Dispute Avoidance and Resolution Board (DARB) under the Contract. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Sole Member of DARB, the Adjudicator shall be appointed by the Appointing Authority named in the **TDS** and designated in the Special Conditions of Contract at the request of either party **OR** IF THREE MEMBERS ARE TO BE APPOINTED TO BE DARB The PE proposes three names shown in the **TDS** and **SCC**, and whose CVs are Appended, to be members of Dispute Avoidance and Resolution Board. The Tenderer, shall in his Form of Tender, propose three names as well. If the names are not agreed, the Appointing Authority named in the **TDS** shall be consulted to appoint members of Dispute Avoidance and Resolution Board1. *For Large Contracts it may be desirable to use Dispute Avoidance and Resolution Board instead of an Adjudicator*
45. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	45.1	The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/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 a public officer in the procurement process or contract execution; ii. **coercive practice** means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; iii) **fraudulent practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; iv) **obstructive practice** means acts intended to materially impede access to required information in exercising a duty under this Act; b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract; c) In pursuit of the policy defined in **ITT** 45.1 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, coercive, collusive, fraudulent or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds during the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action

		satisfactory to the Government of 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, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract
	45.2	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, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania
	45.3	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.
	45.4	Any communications between the Tenderer and the PE related to matters of alleged corruption, coercion, collusion, fraudulent or obstruction practices must be made through NeST or in writing where electronic facilities are not available.

G. REVIEW OF PROCUREMENT DECISIONS

46. Right to review	46.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
47. Time limit on review	47.2	The Tenderer shall submit an application for review within Seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48. Submission of applications for review	48.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA).
	48.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
	48.3	The application for administrative review shall include: 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 e) any other information relevant to the complaint
	48.3	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
49. Decision by the AO of PE	49.1	The AO of a PE shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision through NeST that 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.
	49.2	Where the AO of PE does not issue a decision within the time specified in **ITT** 49.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under **ITT** 50.1 [Review by the Public Procurement Appeals Authority (PPAA)] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the of AO a PE to entertain the complaint or dispute shall cease.
50. Review by the Public Procurement Appeals Authority	50.1	Complaints or disputes which, (a) are not settled within the specified period under **ITT** 49.1 [Decision by the AO of PE]; (b) **the Tender**er is not satisfied with the decision of the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to **ITT** 42 [Signing of Contract], shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under **ITT** 49.1 [Decision by the AO of PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to **ITT** 47.1 [Time Limit on Review]. The Appeals Authority shall, within forty-five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the

		decisions and the remedies granted if any. The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.
	50.2	PPAA may be contacted at the address shown in the **TDS.**

TENDER DATA SHEET (TDS)

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

A. Introduction

TDS No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
1	Name of the PE	1.1	TANZANIA INSTITUTE OF ACCOUNTANCY.
2	Expected Completion Period	1.2	730 days.
3	Tendering Method	1.2	International Competitive Tendering.
4	Name of the project	2.1	Construction of Academic Block (Lecture Rooms, Library and Computer Laboratory) and Administration Block With Conference Hall at Makunduchi Zanzibar.
5	Financial year	2.1	2023/2024
6	Financing Institution	2.1	Not Applicable
7	The Loan /Credit Number	2.1	Not Applicable
8	Tender Description	2.1	Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar
9	Members of JVCA and Limit of numbers of JVCA	3.1	Not Applicable
10	Eligibility of Tenderers	3.5	Only Tenderers registered as Building Contractor in Contractor Class One with the Contractors Registration Board (CRB) are eligible in the case of local contractors. Foreign Contractors are exempted from this requirement but if selected for award they will be required to be registered in the appropriate Class of Registration with CRB.
11	Site Visit	6.4	Site visit will be held at Makunduchi Zanzibar on 16/05/2024 from 10:00 Hours Local Time
12	Pre-tender Meeting	6.4	Pre-tender meeting will take place at Makunduchi Zanzibar on 16/05/2024 at 12:30 Hours Local time

B: Preparation of Tenders

13	Language of the Tender	10.1	Language of Tender and all correspondence shall be English.
14	Other required documents	11.1(h)	Additional documents: Not Applicable Not Applicable
15	Information to be submitted by JVCA	12.5(h)	Extra information to be submitted by the JVCA other than the information required: NOT APPLICABLE
16	Duties and taxes to be paid by the contractor	15.3	List down all duties, taxes, and other levies payable by the Contractor under the Contract: AS PER STATUTORY BOARD AS PER STATUTORY BOARD
17	Price Adjustment	15.5	The price shall be Fixed
18	Fixed Budget Tender	15.6	Not Applicable.
19	Currency of the Tender	16.1	The currency in which the prices shall be quoted shall be in The Tanzanian Shilling.
20	Tender Validity Period	17.1	The Tender validity period shall be 120 days.
21	Form of Tender Security	18.1 18.3	Tender Security shall be in the form of Tender Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 320,000,000.00.
22	Alternative tenders	19.1, 19.2, 19.3 & 19.4	AlternativeTenders are: Not Applicable. Not Applicable.
23	Authorization to Sign on Behalf of the Tenderer	20.2	Written confirmation of authorization to sign on behalf of the Tenderer is: SPECIFIC POWER OF ATTORNEY

C. Submission of Tenders

24	Extension of Deadline for Submission of Tenders	22.3	The extension of the deadline for submission of Tenders shall be made not later than 7 days before the expiry of the original deadline.
25	Currency for Converting Tender Prices	29.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the tender invitation date. Currency for Tender Conversion: The Tanzanian Shilling.
26	Adjustment of Tender Price for Allowance for Varying Times of Completion	30.2 (b)	FIXED.
27	Adjustment of Tender Price for Allowance for Varying Times of Completion	32.1	Refer to Section for Qualification and Evaluation Criteria

D. Opening and evaluation of tenders

28	Domestic Preference	31.1	Preference Scheme type applicable to this tender is National Preference - local ownership.
29	Sub-Contracting Arrangements	32.1 & 32.4	Not Applicable.
30	Post qualification performance	35.1	Post Qualification will be undertaken.

E. Award of contract

31	The percentage for Increase and Decrease for Quantities	39.1	The percentage for Increase and Decrease for Quantities will be 15 Percent.
32	Performance security	41.1	Performance Security - Bank Guarantee of 10 Percent of Contract Price.
33	Environmental and Social Performance Security	41.1	Environmental and Social Performance Security type will be ES Performance Security Bank Guarantee of 10 percent of the contract price.
34	Advance Payment	43.1	The Advance Payment shall be limited to 10 Percent of the Contract Amount.
35	Appointment of Members of the Dispute Avoidance and Resolution Board	44.1	Dispute Avoidance and Resolution Board shall be composed of: Sole DARB The proposed Appointing Authority for the Dispute Avoidance and Resolution Board appointment is NATIONAL CONSTRUCTION COUNCIL .

F. Right to review

36	Address to Submit an Appeal to PPAA	50.2	The address for Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete Road P.O. Box 1385, Dodoma Tanzania Telephone +255 26 2962411 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION IV: QUALIFICATION AND EVALUATIONCRITERIA

QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

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

Litigation History Start Year	2021-01-01
Litigation History End Year	2024-04-30

Completion Period (SCORE: N/A)
Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	730

Sexual Harassment Performance Declaration (SCORE: N/A)
Contractors are required to fill and submit Sexual Exploitation and Abuse (SEA)/Sexual Harassment Performance Declaration.

2. Standard Tender Forms

Tender Validity Period (SCORE: N/A)
Contractors are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120

Notarized Special Power of Attorney (SCORE: N/A)
Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

Tender Security (SCORE: N/A)
Tenderer should submit tender security as per instructions to tenderers.

3. Financial Situation and Performance

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

Financial Statement Start Date	2021-01-01
Financial Statement End Date	2023-12-31

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

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

Turnover End Date	2024-12-31
Average Annual Turnover Amount in TZS or any other freely convertible currency	20800000000
Turnover Start Date	2023-01-01

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

Average fund amount from all sources (any freely convertible currency proposed by bidder)	20800000000

Technical Evaluation

1. Experience

General Experience in Construction Activities (SCORE: N/A)
General Construction Experience: Experience under construction contracts in the role of prime contractor, JVCA member, sub-contractor, or management contractor for at least the duration stated. (In case of Joint Venture, compliance requirements are: Each member – Must Meet requirements).

Key Construction Activities	Construction works and its associated work

Current Contract Commitment (SCORE: N/A)
Tenderer must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2021-01-01
Current Commitment End Year	2024-04-30

Specific Experience (SCORE: N/A)
Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size,

complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). In the case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Specific Experience	All works associated with Construction activities
Specific Experience Start Year	2014-01-01
Specific Experience End Year	2024-01-01
Number of Specific Experience Contracts	5
Value of each specific experience contract in the specified tender currency	5000000000

General Experience (SCORE: N/A)

Tenderer should provide details of their previous and on-going contracts to evidence their general experience in construction.

General experience start date	2020-01-01
General experience end date	2024-01-01
Number of contract	5
Contract value in the specified currency	10000000000

General Experience in Key Activities (SCORE: N/A)

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration and with the minimum experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

Employer's Name and Contact	Provide adress,name and contact person of previous employer
Project Description	Name of the project
Project Amount	5,000,000,000
Project Start Date	2014-01-01
Project End Date	2024-01-01
Key Activities	General construction work
Roles in Contract	Main contractor
Key Personnel	Architect, Quantity Sarviyor, Civil Engineer, Mechanical Engineer, Electrical Engineer, Occupational health and safety officer, Environmental Engineer, Surveyor, Foreman

2. Technical Specifications

Risk Management Plan (SCORE: N/A)
Tenderers are required to submit a risk management plan that shows risk identification and impact assessment, risk response and control strategy, and roles and responsibilities in managing risks.

Contractor's Equipment Strategy (SCORE: N/A)
Tenderers are required to specify strategy for acquiring and maintaining the key equipment needed to execute the works in accordance with the work program.

3. Key Personnel

Key Personnel (SCORE: N/A)
Tenderer should provide details of their personnel with adequate qualifications as required by the procuring entity.

Experience of Key Personnel	Categories of Key Personnel	Education Level	Number of Required Key Personnel
With a minimum of 10 years of general experience. Must have served in a similar capacity in at least three (3) projects of similar magnitude and complexity in the last ten (10) years. Registration as a professional by the relevant Board is necessary	Architect	Bachelor's Degree in Architecture	1
With a minimum of 10 years of general experience. Must have served in a similar capacity in at least three (3) projects of similar magnitude and complexity in the last ten (10) years. Registration and engineering practicing license as a professional by relevant Board is necessary	Civil/Structural Engineer	Bachelor's Degree in Civil/Structural Engineering	1
With a minimum of 10 years of general experience. Must have served in a similar capacity in at least three (3) projects of similar magnitude and complexity in the last ten (10) years. Registration and engineering practicing license as a professional by relevant Board is necessary.	Electrical Engineer	Bachelor Degree in Electrical Engineering	1
He or she must possess post-graduate training in occupational health and safety. Working experience of Ten (10) years in similar assignments	Occupational Health and Safety Specialist (OHSS)	Bachelor Degree in the fields of civil engineering, environmental management, public health, environmental health, or environmental engineering	1
With a minimum of 10 years of general experience. Must have served in a similar capacity in at least three (3) projects of similar magnitude and complexity in the last ten (10) years. Registration. Registration as a professional by the relevant Board is necessary	Quantity Surveyor	Bachelor's Degree in Building Economics/Quantity Surveying	1
He /She should have at least five (5) years of work experience related to environmental management in infrastructure development projects. Must be registered with National Environment Management Council (NEMC)	Environmental Specialist	Bachelor's Degree in Environmental Management or related discipline	1

He /She should have at least five (5) years of work experience related to Social issues, Gender Based Violence (GBV) and Sexual Exploitation and Abuse (SEA) in construction projects. He/ She should be familiar with local cultures, be able to communicate in Kiswahili language, be familiar with national and international policies/ guidelines on labor laws and working conditions	Social Specialist	Bachelor's Degree in Social Science or related discipline	1
The required minimum qualification is Master's Degree in Construction Management or any equivalent master's degree in Architecture, Quantity Surveying or Civil Engineer. Shall possess a minimum of 15 years of general experience in Supervision of Construction projects. Must have a minimum of 15 years of specific experience on projects of similar nature and scope. Must have served in a similar capacity in the Construction Supervision of three (3) projects of similar magnitude and complexity in the last fifteen (15) years. Must have excellent communication and interpretation skills; and knowledge in the use of Microsoft Package Software, including Microsoft Project. Registration as a professional by relevant Board and engineering practicing license (if the team leader is a Civil Engineer) is mandatory	Project Leader	The project manager shall be an Architect, Quantity Surveyor or Civil/Structural Engineer	1
With a minimum of 10 years of general experience. Must have served in a similar capacity in at least three (3) projects of similar magnitude and complexity in the last ten (10) years. Registration and engineering practicing license as a professional by relevant Board is necessary	Mechanical Engineer	Bachelor Degree in Mechanical Engineering	1
Seven (7) and above years in similar works	Registered Surveyor	Bachelor of Science in Geomatics	1
Seven (7) years in similar works	Foreman's	Civil, Electrical and Mechanical Technicians; FTC or Diploma holder	4

4. Technical Submission

Site Organization (SCORE: N/A)
The Tenderer shall include an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

Equipment (SCORE: N/A)
The Tenderer shall demonstrate ownership or ability to obtain the required key equipment as listed by the procuring entity.

Type of Key Equipment Required	Equipment Capacity	Start Year of Equipment Manufacture	End Year of Equipment Manufacture	Number of Equipment
Hoist	GOOD CONDITION AND OF MAXIMAM CAPACITY TO HANDLE THE TASK	1994-01-01	2024-08-01	1
Backhoe	0.3m2	1994-01-01	2024-08-01	1

Excavator	130kW/1.5m3	1994-01-01	2024-08-01	1
Dumpers	GOOD CONDITION TO SUIT THE INTENDED PURPOSE	1994-01-01	2024-08-01	3
Roller Vibrator 10 tonnes	10.0 t	1994-01-01	2024-08-01	1
Concrete Pump	GOOD CONDITION TO SUIT THE INTENDED PURPOSE	1994-01-01	2024-08-01	2
Tipper / lorry 14 to 20 tons	14 to 20 tons	1994-01-01	2024-08-01	3
Scaffolding (steel)	GOOD CONDITION TO SUIT THE INTENDED PURPOSE	1994-01-01	2024-08-01	500
Transit Mixer	GOOD CONDITION TO SUIT THE INTENDED TASK	1994-01-01	2024-08-01	2
Concrete mixer/ Batch 300/350 litres	300/350 Litres	1994-01-01	2024-08-01	3
Poker vibrator 38 /75 mm diameter	38 /75 mm diameter	1994-01-01	2024-08-01	5
Generator set 30 KVA	30 KVA	1994-01-01	2024-08-01	1
Container (storage) 6metre/ 20 ft	6metre/ 20 ft	1994-01-01	2024-08-01	1
Steel Cutting Machine	Volt 220/110, Wattage 1kW, cutting ribber 4mm	1994-01-01	2024-08-01	2
Backhoe	0.5m3	1994-01-01	2024-08-01	1
Motor Vehicle for Supervision	4WD Pick-up Truck	1994-01-01	2024-08-01	2

Construction Management Strategy (SCORE: N/A)

Tenderer is required to submit Construction Schedule showing time taken and resources required in execution of various tasks, presented in bar chart. The Construction Schedule must reflect construction period stipulated in the Tendering Documents.

Construction Management Strategy	Contractors is required to demonstrate the capability in carrying out the work and establish work plan to show their responsibility to executive the works

Mobilization Schedule (SCORE: N/A)

Tenderers are required to submit Mobilization Schedule for Personnel, Equipment and Materials.

Mobilization Schedule
Contractors is required to establish work schedule in carry out the work
The contractor is obliged to furnish mobilization schedule detailing the deployment plan for personnel,materials,and equipment required for the execution of the contract

Method Statement (SCORE: N/A)

Tenderers are required to submit clear details on how works will be executed and completed in accordance with the proposed program, thereafter upload the document into the system for submission.

Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) (SCORE: N/A)
Tenderer shall provide comprehensive and concise environmental and Social Management Strategies and Implementation Plans as per requirements.

Environmental and Social Management Strategies and Implementation Plans (ES-MSIP)	contractor is required to establish Environmental and social management strategies and implementation plans

Financial Evaluation

1. Priced Bills of Quantities

Priced Bill of Quantities (SCORE: N/A)
Tenderers are required to quote each item in the Bills of Quantities as per procuring entity's requirements.

SECTIONV:TENDERING FORMS

Schedule of Cost Indexation

The formulae for price adjustment shall be of the following general type:

Pn = a + bLn/L0 + cEn/E0 + dMn/Mo + ..

where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the **SCC**;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 30 days prior to the last day of the period(to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates(quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1, where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	**Index description**	**Source of index**	**Base value and date**	**Tenderer's related currency amount**	**Range of weighting Proposed by the Procuring Entity**	**Tenderer's proposed weighting**
					a: * b: ------ to ------* c: ------- to ------* d: ------- to ------* e: ------- to ------* etc.	**a: * b: c: d: e: etc.**
				TOTAL		**1.00**

[* To be entered by the PE. Whereas "a" should a fixed percentage, b, c, d and e should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

State type: ..... [If the Tenderer is allowed to receive payment in foreign currencies this table shall be used. If Tenderer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	-	-	-		**a: * b: ------ to ----* c: ------- to -----* d: ------- to ----* e: ------- to -----* etc.**	**a: * b: c: d: e: etc.**

[*To be entered by the PE. Whereas "a" should a fixed percentage, b, c, d and e should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table C. Summary of Payment Currencies
Table: Alternative A
For…….[insert name of Section of the Works]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Total Tender Price (TTP) 100xC / TTP
Local currency		**1.00**		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
Total Tender Price				**100.00**
Provisional sums expressed in local currency	[To be entered by the PE]		[To be entered by the PE]	
TOTAL TENDER PRICE (including provisional sum)				

Table: Alternative B
To be used only with Alternative B Prices directly quoted in the currencies of payment. *(Clause **ITT** 16.1)*
Summary of currencies of **the Tender** for **_____***[insert name of Section of the Works]*

Name of currency	*Amounts payable*
Local currency:	
Foreign currency #1:	
Foreign currency #2:	
Foreign currency #3:	
Provisional sums expressed in local currency	[To be entered by the PE]

3. Bills of Quantities

(Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.)

Special Power of Attorney

(Form is available in the system during tender submission)

5. Tender Security (Bank Guarantee) or Tender Security (Tender Bond)

(Form is available in the system during tender submission)

Financial Situation and Performance

(Tenderers are required to fill and update information concerning their financial situation and performance in their profile to enable submission of the same during tender application.)

SECTION VI: ELIGIBLE COUNTRIES

Procurement Reference Number:

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

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the United Republic of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

SECTIONVII - WORKS REQUIREMENTS

Scope of Works

(This information is provided in the Tender Data Sheet)

ATTACHMENTS (SPECIFICATIONS AND DRAWINGS)

Tender Number: S5/2023/2024/W/01
List of related files, including specifications, drawings, etc.

LOT NO. S5/2023/2024/W/01
Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar

Attachment is not Applicable for this item.

BILLS OF QUANTITIES
Lot Description: Construct Academic block (lecture rooms, library and computer laboratory) and Administration block with conference hall at Zanzibar

Code/SN	Description	Unit of Measure	Quantity	Unit Rate	Total
PROPOSED CONSTRUCTION OF PRIORITY FACILITIES (LECTURE THEATRE, SEMINAR ROOMS AND HOSTELS) AT TIA - MAKUNDUCHI ZANZIBAR CAMPUS					
BILL NO. 1	**PRELIMINARIES AND GENERAL MATTERS**				
PART A	**GENERAL RULES AND INSTRUCTIONS**				
I	**Qualification and Rules of the Preparation, Editing, and Measurement for Producing the Bills of Quantities for Public Works**				
A1	**Bills of Quantities shall fully describe and accurately reflect the actual work to be executed as fully presented in the User Requirements, shown on the drawings, and as guided by the specification. Bill of Approximate Quantities are strictly prohibited in the Public Work**				
A2	**For the sake of uniformity, standard and accuracy of the Bills of Quantities used under the public works, the whole of the work contained in these Bills of Quantities should be prepared, edited and/or measured in accordance with the Standard Method of Measurement of Building Works and Associated Civil Works (SMM-BW-ACW) for Eastern Africa (2nd Edition) of June 2008 published by the Architectural Association of Kenya, Chapter of Quantity Surveyors and in conformity with Bylaws and/or practice notes issued by the Architects and Quantity Surveyors Registration Board (AQRB) of the United Republic of Tanzania**				
A3	**The descriptions of items in Bills of Quantities shall be clear, comprehensive and of neutral wording (not inclined to brand specification). The Bills should be arranged in the elements of Building Works. For the avoidance of double payments, repetition or duplication of the same items to be reported/ measured in different or more than one element is strictly prohibited.**				
II	**Units and Standards Measurements**				
A4	**All units of weights and measurements shall have the meaning ascribed to them by the Weights and Measures Act, Chapter. 340 and subsequent ammendment thereto.**				
A5	**Abbreviations of the Units as used in these Bills of Quantities are as follows:**				
	Kg/m3 - density				
	ha - hactare				
	kg - kilogramme				
	kN - kilonewton				
	kW - kilowatt				
	m - linear metre				
	m2 - square metre				
	m3 - cubic metre				
	mm - millimeter				
	N/mm2 - newton per square millimetre				
	No - number				
	Pr - pair				
	t - ton				
	Note: For any abbreviation of unit used herein but not defined under this clause of the preliminaries, further reference should be made to the international system of unit measurements.				
III	**Departures from the Standard Method of Measurement**				
A6	**No departure shall be made from the recommended Standard Method of Measurement except to meet the requirements of exceptional circumstances not covered therein. In such cases, special**				

	methods may be adopted provided the principles and rules laid down under therein are complied with. The rules of measurement to be adopted in these circumstances shall be clearly stated in the Bills of Quanties at the respective items.				
IV	**Visiting and Inspection of the Site**				
A7	**The tenderer/ Contractor will be deemed to have visited the site and to have satisfied himself as to the site surroundings, constraints, nature and size of adjoining buildings, public utilities and properties, inspecting the nature, extent and character of the works, local conditions, accessibility of the works, the supply of and conditions affecting labour and materials and any other matter which may affect his tender and consequently influencing the performance of the project. Visits and Inspection to the site shall be by appointment only or during the arranged pre-tender visit and tenderers are to contact the Procuring Entity to make the necessary arrangements.**				
V	**Weighting of Preliminary Cost Items**				
A8	**It is recommended during payment of the preliminary cost items to consider these weighting distributions: initial cost (30%), running cost (50%), and final cost (20%) of the total quoted preliminary cost**				
PART B	**PRELIMINARY AND CONTRACT PARTICULARS**				
II	**Project Managers are: [if applicable]**				
B3	**[insert name of engaged consultant/ In house]**				
B4	**[physical and postal addresses]**				
III	**Architects are: [if applicable]**				
B5	**[insert name of engaged consultant OR In house]**				
B6	**[physical and postal addresses.....]**				
IV	**Quantity Surveyors are: [if applicable]**				
B7	**[insert name of engaged consultant/ In house.....]**				
B8	**[physical and postal addresses.....]**				
V	**Structural & Civil Engineers are: [if applicable]**				
B9	**[insert name of engaged consultant OR In house.....]**				
B10	**[physical and postal addresses.....]**				
VI	**Services Engineers are: [if applicable]**				
B11	**[insert name of engaged consultant/ In house.....]**				
B12	**[physical and postal addresses.....]**				
VII	**Description of Project Scope:**				
B12	**[State project scope as per APP]**				
B13	**The site is located at [mention plot no, block, suburb, road/street, district, town/city, and country of project undertaking]**				
PART C	**PRELIMINARY ITEMS AND GENERAL MATTERS**				
II	**EQUIPMENT, PLANTS, TOOLS AND VEHICLES**				
A	Notwithstanding any specific provisions measured in these Bills of Quantities in accordance with the EASMM the Contractor shall provide and maintain during the carrying out of the work and remove on completion all necessary plant, tools, vehicles, etc., for the use of all trades and sub-contractors engaged upon the works	lump sum	1.00		
B	(1) Cost of Insurance against loss or damage to the Works, Plants and Materials as per Clause 18.2, (2) Cost of Insurance against loss	Lumpsum	1.00		

	or damage to Equipment as per Clause 18.2 (3) Cost of Insurance against losf of or damage to property (except the Works, Plant, Materials, and Equipment) as per Clause 18.3 (4) Cost of Insurance against personal injury in death 18.3 and (5) Cost of providing Performance Security as clause 4.2 of the conditions of contract				
III	**SAFETY, HEALTH AND WELFARE OF THE WORK PEOPLE**				
C	The Contractor shall be responsible for and shall ensure the safety and welfare of his work people, and those of his Subcontractors, Nominated Subcontractors, Nominated Suppliers and persons employed directly by the Employer. Allow for securing OSHA certificate, providing and maintaining on the site the qualified medical/ health attendants, adequate medical facilities and approved first aid equipment kept fully replenished and in an accessible position as well as properly fitted sick bay/ room. Taking into account all EXPRESS and IMPLIED TERMS under this contract with regards to safety, health and welfare of people at the site.	lump sum	1.00		
VII	**GENERAL SCAFFOLDING AND TEMPORARY SUPPORT**				
A	The Contractor shall provide, erect, maintain, alter and adapt as necessary and dismantle when no longer required and remove on completion all necessary scaffolding or staging, including boards, for the whole of the works including works to be carried out by nominated sub-contractors timber used for scaffolding if required, formwork, or similar purposes shall be used afterward in the permanent work.	lump sum	1.00		
B	If the contractor uses steel scaffolding, this will be painted or galvanized and kept free from rust. If any marks or damage are caused by rust from the scaffolding, the Contractor will be responsible for executing at his own expense all necessary remedial measures required by the Project Manager/Architect	lump sum	1.00		
XI	**SITE OFFICE ACCOMMODATION AND TEMPORARY STRUCTURES**				
M	The Contractor shall design as part of temporary works, the site layout to include a mobilization plan, site camps, and accommodation to the Project Manager's approval and should provide and maintain any necessary temporary office accommodation, messrooms, sanitary and other buildings to be used by Employer and his representative, team of Consultants, Contractor, and his Sub-Contractors. All temporary office accommodations shall be suitably equipped with furniture and operative equipment; desks, tables, chairs, drawing boards, projector, printing and photocopying machines, electric lighting, and telephone.	lump sum	1.00		
B	The Contractor shall provide all watching and	lump sum	1.00		

	security and everything else necessary by day and night for the due protection and Security of the Works and the public and other persons.				
C	The Contractor shall clear all deposits of mud or clay from the public highways as they arise should such deposits be attributable to the vehicles of the contractor and any supplier or sub-contractor under the contract	lump sum	1.00		
XII	**WATER FOR THE WORKS AND TEMPORARY CONNECTION**				
Q	The Contractor shall allow for all necessary clean fresh water for the works, including that required by Sub-Contractors and for any temporary plumbing metres and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	lump sum	1.00		
XIII	**TEMPORARY CONNECTION, POWER FOR THE WORKS AND LIGHTING**				
Q	The Contractor shall allow for providing and maintaining a temporary electricity, supply for the works including that required by the Sub-Contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make good all works disturbed.	lump sum	1.00		
XIV	**TEMPORARY FENCING, HOARDINGS, SCREENS, FANS, PLANKED FOOTWAYS, GUARD RAILS, GANTRIES AND SIMILAR ITEMS**				
A	The Contractor shall provide and erect all necessary hoardings, fences, fans, screens, strutting, shoring, gantries, footways, etc., temporary or otherwise for or in consequence of any of the works or for the protection and security of all persons and property whatsover and take down and clear away on completion or when no longer required and make good all work disturbed	lump sum	1.00		
XV	**PROJECT SIGNBOARD**				
S	The Contractor shall unless otherwise directed, obtain any necessary consent or license from the Local Authority and immediately upon commencement of the works the Contractor shall, in accordance with the details supplied by the Project Manager, make and erect a signboard showing the name of the Employer and such other information as shall be directed and approved by the Project Manager. Also, the Contractor shall arrange payment of Consultants stickers (Project Managers, Architects, Quantity Surveyors and Engineers) and sticker for his own project registration.	lump sum	1.00		
XVII	**TESTING, QUALITY CONTROL AND ASSURANCE**				
U	For the sake of quality assurance and control, the contractor shall be responsible for the enforcement of all required tests of either	lump sum	1.00		

	materials/samples or work at the appropriate stage; be prior to the execution of work or in the course of execution, or after completion of particular trade section or element. The contractor should be committed to testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the Employer and Local Authority.				
	At practical completion of the works the contractor is to prepare and submit to the Project Manager 3 copies of "As Built Drawings" (1 original and 2 photocopies) in A3 paper size and in PDF format (Soft copy Drawings saved in USB Flash Drive) of all building works and operational & maintenance manuals (together with certificates confirming that the installations have been TESTED and conform to the specification and requirements of the statutory authorities concerned) - 3Nos hard copies- A2 size paper (soft and hard) as listed below; i. Architectural Drawings ii. Structural Drawings	lump sum	1.00		
C	Progress of work executed on site shall be indicated weekly on the Contractor's copy of the chart and this information will be available for transfer by the Architect's representative to other copies of the chart	lump sum	1.00		
XXI	**REMOVING RUBBISH, WASTES, PLANTS AND CLEANING OF THE BUILDINGS**				
BILL No 2	**PRIME COST AND PROVISIONAL SUMS**				
PC 1	**PRIME COST SUMS**				
	Prime Cost Sum for works to be executed by Local Authority or Public Undertakings				
A	Include the Prime Cost Sum Electrical connection by ZECO	Sum	1.00		
	Add: for main contractor's profit.	%			
	Add: for general attendance as specified in Preliminaries.	Item	1.00		
B	Include the Prime cost sum for water connection by ZAWA	Sum	1.00		
	Add: for main contractor's profit.	%			
	Add: for general attendance as specified in Preliminaries.	Sum	1.00		
C	Include Prime cost sum for TTCL	Sum	1.00		
	Add: for main contractor's profit	%			
	Add: for general attendance as specified in Preliminaries.	Item	1.00		
PC 2	**PROVISIONAL SUMS**				
	The following Provisional sums are for the works or costs which can not entirely be forseen, defined or detailed during the preparation of Bills of Quantities and should be used in whole or in part at the discretion of the Architects.				
A	Allow sum for the associated cost for the	Sum	1.00		

	registration of the project ;registration of all firms engaged in the projects.				
B	Ditto; Allow sum for the associated cost for the NEMC registration of the project	Sum	1.00		
C	a.b.d; Allow sum for 1Nr Garbage Collection, 2 Nrs Askari Hut, and 1 Nr Power House	Sum	1.00		
D	Allow sum for Cafeteria Shed	Sum	1.00		
BILL No 3	**MEASURED WORKS**				
ELEMENT No.1	**SUBSTRUCTURE (ALL PROVISIONAL)**				
1	**Excavation and Earthworks;**				
A	Clear site of small bushes, shrubs, undergrowth, and the like and grub up their roots	M2	5,827.00		
B	Excavate over site to remove vegetable soil commencing at ground level average depth 150mm; deposit in spoil heaps and cart away from site	M2	1,486.00		
C	Excavate foundation trench commencing at stripped level; not exceeding 1.5m deep.	M3	4,606.00		
D	Excavate pit for column bases commencing at stripped level; not exceeding 1.5m deep.	M3	1,032.00		
J	Extra over; any kind of excavations for breaking up rock or the like (Provisional)	M3	5,435.00		
K	Backfilling; around foundation maximum 250mm thick with suitable and approved materials	M3	8,024.00		
L	Load up surplus excavated material and remove from site.	M3	2,846.00		
M	Granular imported backfilling, well rammed and consolidated around foundation in 300mm layers to attain 95%MDD;200mm thick	M3	4,076.00		
bbb	Excavate foundation trench commencing at formation level over 1.5m but not exceeding 3.0meters deep.	m3	2,778.00		
cccc	Excavate pit for foundation commencing at formation level over 1.5m but not exceeding 3.0meters deep.	m3	1,743.00		
Q	Solid Concrete blocks; B.S. 6073; type A; 7.0N per square millimeter average compressive strength; solid; in cement mortar (1:4);230mm Wall Laid straight;	m2	6,938.00		
	Excavate pit for foundation commencing at formation level and not exceeding 1.50 meters deep	M3	1,743.00		
	Surface treatments; Bottoms of excavations in natural ground; leveling; compacting	M2	2,675.00		
	Trimming and compacting to slopes exceeding 45; degrees from horizontal	M2	2,675.00		
	Granular imported backfilling, well rammed and consolidated around foundation in 300mm layers to attain 95% MDD;399mm	M3	590.00		

	thick				
	Sand filling; under columns and foundation footing well compacted and consolidated in 200mm layers; 400mm Thick	M2	127.00		
2	**Disposal of water:**				
A	Allow for keeping excavations free from general water (except spring or running water by any means necessary.	Lumpsum	1.00		
3	**Planking and strutting.**				
A	Allow for provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations.	Lumpsum	1.00		
4	**Hardcore**				
A	200mm thick; stone hardcore bed; leveled; compacted and sand blinded to receive damp proof membrane; measured separately.	M2	3,081.00		
5	**Soil sterilization:**				
A	Gammalin 20 solution or equal and approved; applied at a rate of 450ml per square metre over hardcore surfaces beds and top of foundation walls.	M2	3,081.00		
B	Ditto applied at rate of 8 litres per linear metre per 300mm depth per 235mm width to backfilling to one side of wall foundations	m	922.00		
6	**Damp Proof Membrane**				
A	500 Gauge polythene damp proof membranes; laid in two layers on sand blinded hardcore bed surfaces	M2	3,081.00		
7	**CONCRETE WORK:**				
	Plain insitu concrete grade '15'				
A	50mm Blinding	M2	2,675.00		
	Reinforced insitu concrete grade '25'; vibrated; including vibrating around reinforcements:				
A	Column bases	M3	444.00		
B	Columns; vertical	m3	90.00		
C	Plinth beam or the like	m3	189.00		
D	Normal; mix Grade 25; 19mm. granite or basalt aggregates; vibrate to strip footing	m3	394.00		
E	Ditto;100mm thick bed	m2	4,057.00		
F	Ditto; Steps and the like	m3	15.00		
8	**REINFORCEMENTS:**				
I	**High tensile steel bar reinforcements with a strength of 500N/mm2 to BS 4449:1969: including bends, hooks, tying wire, ordinary spacers and distance blocks:**				
A	High tensile hot rolled deformed steel bar including bends, tying wires, hooks and spacer blocks;Bars; cold worked;BS 8666:2005; Yield strength of 460 N/mm2; straight or bent;20mm diameter	Kg	41,868.00		
	Ditto;16mm diameter	Kg	35,012.00		
C	Ditto;12mm diameter	Kg	50,242.00		

D	Ditto;10mm diameter	Kg	16,097.00		
E	Ditto;8mm diameter	Kg	24,471.00		
II	**Fabric Wiremesh**				
A	Fabric reinforcement;B.S 4483; Reference A252; Mesh size 200x200mmm; Weight 3.95kgs per square meter; 200mm end laps; 200mm side laps	m2	4,057.00		
9	**Formwork:**				
	Vertical or battering surfaces				
A	Sawn timber; Vertical sides of Strip footings or the like	M2	1,038.00		
B	Vertical sides of Column Bases	m2	534.00		
C	Vertical sides of plinth/ground beams and the like	m2	1,433.00		
D	Vertical sides of columns or the like	m2	861.00		
E	Edges of bed;75 to 150mm high	m	696.00		
F	To risers of steps;75 to 150mm high	m	66.00		
11	**FINISHINGS**				
	Render; cement and sand (1:3); trowelled				
A	Rendering; 15mm two coat work; to concrete or blockwork; 12mm first coat of cement and sand (1:3); 3mm second coat of gypsum powdered skimming; steel trowelled to; Walls	M2	981.00		
B	Three coats weather guard paintPrepare and apply one undercoat and two finishing coats of matt weather-guard paint to rendered plinth wall; wood floated rendered surfaces; external;Walls	m2	981.00		
12	**DAMP PROOFING**				
A	B.S. 743; type 5A; bitumen hessian base; 150mm laps 375 Micron damp proof course laid horizontally on blockwork;230mm wide	M	2,388.00		
14	**Expansion Joints:**				
A	Sundries associated with in-situ works; Expansion Joints,12mm thick x 175mm wide construction joint filled with polysulphide sealant.	m	54.00		
B	Isolation Joints25mm wide, 50mm deep groove, filled with sealant rubber flex.	m	54.00		
C	Ditto;100mm wide, aluminium cover on expansion joint	m	54.00		
D	Associated with in-situ works; PVC "Moyastop" Water bar	M	54.00		
ELEMENT No.2	**FRAMES**				
	CONCRETE WORKS:				
II	**Reinforced insitu concrete grade '25' including vibrating around reinforcements.**				
A	Columns and the like; vertical	m3	339.00		
B	Horizontal beams	m3	600.00		

C	175mm Horizontal suspended slab.	M2	1,874.00		
D	Ditto; 150mm slab.	M2	2,760.00		
F	100mm worktops	M2	184.00		
G	200mm thick; 230mm Wide Upstand	M2	1,094.00		
	Gutter	M3	51.00		
	100mm Machine Bases	M2	36.00		
2	**REINFORCEMENTS;**				
	High tensile steel bar reinforcements with a strength of 500N/mm2 to BS 4449:1969: including bends, hooks, tying wire, spacers and distance blocks.				
A	High tensile hot rolled deformed steel bar including bends, tying wires, hooks and spacer blocks;Bars; cold worked;BS 8666:2005; Yield strength of 460 N/mm2;Straight or bent;25mm Diameter	Kg	70,002.00		
B	Ditto;20mm Diameter	Kg	56,002.00		
	Ditto;16mm diameter	Kg	98,003.00		
	Ditto;12mm diameter	Kg	42,000.00		
	Ditto;8mm diameter	Kg	13,999.00		
3	**Formworks**				
	Wrought formwork to:				
A	Horizontal Soffits of Suspended Slabs	M2	4,985.00		
B	Vertical sides of columns	m2	1,182.00		
C	Vertical sides of Upstand	m2	438.00		
D	Sides and soffits of horizontal beams	m2	5,168.00		
E	Ditto; Over 6.50 but n.e 8.00m	m2	104.00		
F	Edges of slab and the like over 75 but not exceeding 150mm high	m2	1,239.00		
	Sides and soffits of gutter	M2	406.00		
ELEMENT No.3	**STAIRS AND RAMPS**				
1	**CONCRETE WORKS**				
	Reinforced insitu concrete grade '25' including vibrating around reinforcements-Stairs				
A	Staircases	M3	28.00		
B	Landing Beam	m3	10.00		
C	175mm. landings of staircases ; horizontal	m2	50.00		
D	Ramp Beam	m3	11.00		
E	175mm. ramp ; in slope not exceeding 7 degree from horizontal	m2	90.00		
F	Normal; mix Grade 25 at 28 days - 19mm aggregate size; vibrated; Beams; horizontal	M3	44.00		
G	Suspended slabs ; to slopes; 175 mm thick; sloping ; rough finish	M2	210.00		
H	Ditto; horizontally	M2	26.00		
J	LABOURS ON CONCRETE OF ANY DESCRIPTION; Treating surfaces of unset concrete; ribbed surfaces	M2	236.00		

2	**REINFORCEMENTS**				
	High tensile reinforcement steel bars to B.S 4461:1969 including bends, hooks, tying wire, spacers and distance blocks.				
A	High tensile hot rolled deformed steel bar including bends, tying wires, hooks and spacer blocks;Bars; cold worked;BS 8666:2005; Yield strength of 460 N/mm2;Straight or bent;20mm Diameter	Kg	2,756.00		
B	Ditto;16mm Diameter	Kg	2,205.00		
C	Ditto;12mm Diameter	Kg	3,567.00		
D	Ditto;10mm Diameter	Kg	1,360.00		
E	Ditto;8mm Diameter	Kg	1,137.00		
F	Bars; high yield steel; cold worked; B.S. 4466; 460 N/mm2 including tying wires, distance blocks and ordinary spacers;Straight or bent;General; 25mm, 20mm,16mm,12mm,10mm,8mm diameter bars	Kg	12,796.00		
3	**FORMWORKS**				
	Marine Board formwork to:				
A	Sawn formwork to Horizontal soffit of suspended landing;	M2	46.00		
B	Ditto;Sloping soffit of staircases	m2	195.00		
C	Ditto;Sides and soffit of landing beam	m2	117.00		
D	Ditto;String 375mm (extreme) high including cutting profile of treads and risers	m	185.00		
E	Ditto;Edges of landing over 75 but not exceeding 150mm high	m	36.00		
F	Ditto;To risers of Stair cases over 75mm but not exceeding 150mm high	m	413.00		
	Ditto;Sawn formwork; generally;Soffits ; horizontal;suspended slabs to ramp	m2	210.00		
	a.b.d Horizontal soffit of suspended landing	m2	26.00		
	a.b.d Sloping soffit of staircases	m2	195.00		
	a.b.d Sloping soffit of ramps	m2	90.00		
	a.b.d Sides and soffit of landing beam	m2	11.00		
	a.b.d Sides and soffit of Ramp beams	m2	30.00		
	a.b.d String 375mm (extreme) high including cutting profile of treads and risers (Ramp)	m	63.00		
	a.b.d To risers of Staircases over 75mm but not exceeding 150mm high	m	53.00		
	Sides; vertical or battering; beams or the like	M2	392.00		
4	**Balustrade**				
A	Perforated Blockwall balustrade skimmed, plastered and painted 2 coats weatherguard to Architect approval manufacture's specification;75mm Thick to ramp	m2	366.00		
ELEMENT NO.4	**WALLING.**				

1	**BLOCKWORK:**				
I	**Solid concrete blocks to BS 6073 Type 'A' dense aggregate, average compressive strength 7N/sq mm; in cement mortar:**				
A	150mm Walls	M2	14,198.00		
B	Ditto;Perforated Walls	m2	952.00		
C	100mm thick	m2	220.00		
D	Drywall Partitions; Supply and install aluminium framed partition;comprising of 100 x 40 x 1.4mm thick powder coated aluminium profile framing;gypwall DONN classic system or equal and approved non-loading dry walling system; Infill half with 8mm thick veneered MDF double sided and the upper part finished with 6mm thick sand blasted clear class with wieving strips; complete with glazing nead; silicone and rubber; including priming and two finishing coat of wash n wear/ weather guard paint; in accordance with drawings or as per Architect approval; Generally	M2	665.00		
III	**Precast concrete: Precast concrete grade 25 finished fair on all exposed faces including hoisting into position; bedding; jointing and pointing as necessary in cement and sand (1:3) mortar:**				
A	Precast concrete grade "25" including hoisting to position, bedding and pointing in cement mortar (1:3);250 x 100mm Weathered and throated ,beveled fair faced on exposed surfaces; hoisting to position; bedded and pointed in cement and sand (1:3) mortar;to window cill	m	731.00		
B	200mm thick; 150mm wide; reinforced with 4 No.; 12mm rolled mild steel bars along the length; 8mm mild steel stirrups at 200mm ;lintel	m	525.00		
C	Weathered and throated,beveled fair faced on exposed surfaces; hoisting to position; bedded and pointed in cement and sand (1:3) mortar size 100x300mm;Decorative Copping	m	660.00		
D	Supply and fix "HOSTEL BLOCK" external 3D Luminaire signage; extruded channale bleu letters with automatic switch installation; details and specification as per Architect's instructions (refer to the drawing	Nr	4.00		
E	Supply and fix "LECTURE AND SEMINAR ROOMS" external 3D Luminaire signage; extruded channale bleu letters with automatic switch installation; details and specification as per Architect's instructions (refer to the drawings)	Nr	2.00		
F	Supply and fix changeable silver/gold Aluminium name plates with custom font mounted to surface with screws, PVC dowels and decorative screw cover including all necessary accessories details and specification to Architect's approval; Overall Size; 300x100mm High; to Lecturer and seminar rooms block	Nr	26.00		

G	Mild steel to BS 4360Polished mild steel pipe (primed and painted) architect drawings and specifications;63mm Diameter CHS handrail and 2 Nrs CHS 50mm diameter intermediate rails, welded to and including 1000mm high, 25mm diameter CHS balusters spaced at 300mm centers; set in 150mm thick concrete upstand	m	440.00		
ELEMENT No.5	**ROOFING**				
1	**ROOF COVERINGS**				
I	**28 Gauge type Aluminium/Zinc coated (IT5) roofing sheets as manufactured by the ALUCO or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to steel purlins (measured separately) with 120x8mm galvanised steel hook bolts including galvanised steel and bitumen washers and neoprene caps to bolts:**				
A	26 Gauge; Aluzinc; IT5; resincoat roofing sheet lapped to sides and ends as per manufacturer's specifications; Color coated over metallic coating with double coat over primer paint, as manufactured by ALAF Limited or equal approved manufacturer. Color to be as per architect /engineer in charge specifications. " The sheet shall be fixed with FIXTITE self-drilling screws to treated softwood purlins (m/s) with EPDM washers confirming to AS 3566 class 3 or 4 for desired performance of the sheets. The performance of the sheets to be checked with manufacturer prior to installation and maintenance to be followed with established guidelines from the manufacturer;pitched roof covering sloping n.e 45 degrees from horizontal	M2	3,628.00		
B	550mm girth Ridge cappingg	M	270.00		
C	Hip and valley 400 mm girth	M	70.00		
2	**ROOF STRUCTURE**				
	The following are in timber trusses Softwood pressure impregnated with preservative				
A	150 x 50mm Tie beam	M	3,088.00		
B	150 x 50mm rafters	M	3,670.00		
C	100 x 50mm struts	M	7,750.00		
D	100 x 50mm wall plate	M	894.00		
E	75 x 50mm purlins	M	4,711.00		
F	Gusset plate; fixed with 8mm diameter fastening nails;Size 800 x 400mm	Nr	104.00		
G	Ditto;Size 720 x 320mm	Nr	208.00		
H	240 x 240 x 10mm Mild steel base plate holed eight times for 20mm bolt	Nr	396.00		
J	20mm diameter, 500mm anchor bolts, complete with nuts and washers	Nr	1,392.00		
K	75 x 50mm. Struts.	M	2,965.00		
	12mm Thick Marine Plywood; Gusset plate; Size 800 x 400mm	Nr	653.00		
	Ditto; Size 720 x 320mm	Nr	218.00		

	Wrought "Mpodo" softwood				
A	250 x 25mm Fascia and Barge board	M	626.00		
I	**Unplasticised PVC rainwater pipes to BS 4514**				
II	**Unplasticised PVC rainwater gutter as supplied by "Nabaki Africa" or any other equal and approved complete with fittings and approved complete with fittings and fixing brackets as per supplier's instruction**				
A	Unplasticised PVC pipes and fittings to B.S. 3506 class “0”;150mm Diameter U-shaped rainwater gutter fixed to fascia board with standard holder bat spaced at 1200mm c/c	M	626.00		
B	Ditto;100mm uPVC down water pipe fixed to wall with standard holder bats spaced at 1200mm c/c	M	339.00		
B	Extra Over; swan neck.	Nr	39.00		
D	Extra Over; shoe	Nr	39.00		
E	“Fulbora” cast iron rainwater outlet;150mm vertical spigot outlet with dome grating, cast in concrete	Nr	39.00		
F	Rainwater concrete trough; size as per Architectural drawings.	Nr	39.00		
6	**FLAT ROOF TREATMENTS**				
	BEDS or BACKINGS; MORTAR; cement and sand (1:3); screeded; to roofs; level or to falls; to concrete base.				
A	Cement and sand (1:3) with approved water proofing additive steel trowelled to a smooth finish;40mm (Average) screed to falls, cross falls and slopes not exceeding 15 degrees from horizontal to receive water proofing membrane	M2	3,309.00		
B	Xypex water proofing; two layers surface application at a rate of 0.8kg/m2 to Engineer's approval;concrete flat roofs & Wet Areas; generally	m2	3,309.00		
C	One layer skirtings 150mm laps; overall bonding to concrete base ; cement sand backing or blockwork horizontal ; in contact with blockwork base; one turning into groove ; cement mortar triangular fillet average 250mm. girth	M	746.00		
D	Work around pipes	Nr	39.00		
ELEMENT No.6	**DOORS:**				
1	**HEAVY DUTY ALUMINIUM DOORS**				
	"Design, Engineering, Fabrication, installation, Testing and Commissioning of hinged doors with 100 mm series; 1.3mm thick to be fabricated and installed by an approved aluminium fabricator.50 x 42mm Profile for panels. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020. Powder Coating should be of 50 Micron minimum thickness applied in accordance with either BS6496 or BSEN 12206. Appropriate fasteners to be used to secure the doors to the openings. All assembly screws and fixings shall be grade A2 or A4 austenitic stainless steel (class 70). All Extruded Gaskets and weather seals shall be EPDM. Infill Glass to be 10mm Laminated Clear Glass. Full set of shop drawings and structural calculations to be submitted for approval before production."				
A	Supply and fix according to manufacturers printed instructions, the following natural	Nr	6.00		

	anodised Aluminium doors; ex ' Emirates extrution Factory LLC' or the like; 27x100mm, 0.98kg/m frames; neopard gaskets for gunning, including 6mm thick toughen clear glass; assembling, fixing to grounds, sealing all round with protective tape; all necessary accessories and ironmongery to be included in the work as per architect's written approval;1000 x 3000mm high; D1 Double Door				
4	**WOOD WORK**				
1	**Prime quality hardwood Mkongo ,Paneled Doors, 50mm Thick paneled door; comprising of 100mm wide stiles and top rail; 150mm wide bottom rail ; 100mm intermediate rail; with 30mm thick solid panels, housed to stiles and rail.**				
A	Doors; solid hardwood 'Mkongo" ; fixing door;120x45mm stiles, top and middle rail;180x45mm bottom rail; two number 20mm thick panel with different size; as shown in Arch drawings; Door Size 1500 x 3100 mm overall-D1; Double	Nr	6.00		
B	Ditto;Door Size 1300 x 3100 mm overall-D2; Double	Nr	6.00		
C	a.b.d Door Size 900 x 3100 mm overall-D3; Double	Nr	6.00		
D	a.b.d; Door Size 900 x 3100 mm overall-D4; Single	Nr	6.00		
E	Ditto;Door Size 800 x 2100 mm overall-D7/D5; Single-Toilet door	Nr	32.00		
F	Door Size 900 x 2400 mm overall	Nr	184.00		
G	Ditto; with two number panel, top with 6mm thick clear sheet fixed glass panes with glazing beads and bottom with 20mm thick panel as shown in Arch drawings; Double Door; Door Size 1500 x 2400 mm overall; D2	Nr	18.00		
H	a.b.d; Door Size 1100 x 2400 mm overall; D4 Disabled door	Nr	8.00		
J	a.b.d; Door Size 800 x 2100 mm overall; D3	Nr	100.00		
IV	**Frames and finishing:**				
A	Mkongo or similar approved hardwood;Frames ; to surfaces requiring plugging;rough grounds;45 x 145mm. rebated ; screwed and pellated	M	2,683.00		
B	Ditto;Transome;45 x 145mm. rebated ; screwed and pellated	M	347.00		
C	Ditto;Mullion;45 x 145mm. rebated ; screwed and pellated	M	206.00		
D	Hardwood Architraves; mould;38 x15mm	M	2,683.00		
E	Hardwood Glazing beads; grooved moulded to receive glass(m/s);25 x 12mm	M	1,103.00		
V	**Hardwood frames**				
A	15x80mm Grounds, plugged; Sawn hardwood, third grade.	M	2,692.00		

5	**OTHER DOORS**				
A	Doors; block board finish; fixing (Duct Door); Mkongo or similar approved hardwood;45 x 1200 x 2400mm louvred doors; D5	Nr	42.00		
A	FIRE DOOR; Composite unit; Supply and fix FIRE DOOR; Polyguard Wired fire glass 120minutes rating; complete with frame and ironmonery; signage S-FD-760-DSS; "ex ASSA ABLOY" or other approved manufacturer; 1100x2100mm overall size D11-Ref. Drawing Nr	Nr	6.00		
6	**IRON MONGERY**				
	Supply and fix the following ironmongery; HAFELE/UNION or other equal and approved; to hardwood with matching screws.				
A	102x76x3mm Startec Butt Hinge model: DHB 3221; satin stainless steel Catalogue No. 936.98.050	Nr	624.00		
B	Single Profile Cylinder (thumbturn) with key operation on one side (to suit a 45 mm thick door); Cat: 916.59.408 ; nickel plated matt finish	Nr	370.00		
C	Startec Mortice Lock Square Stainless Steel Satin forend with 24mm Cat No. 911.02.145	Nr	238.00		
D	WC Room door level handle set; Startec LDH 171 satin stainless steel Cat no. 903.94.556	Nr	134.00		
E	Pull Handle with rose; handle diameter 19mm, handle length 225mm; grade 316 steel; satin stainless steelfinish; Code: PH01RX	Nr	74.00		
F	Medium duty with blackcheck overhead door closer ; Startec DCL 33 with arm en satin stainless steel finish PVD Coated without hold open function; Catalogue No: 931.84.668	Nr	104.00		
G	45x24mm Floor mounted door stop; Catalogue No. 937.05.140 complete with black rubber buffer; satin stainless steel finish	Nr	284.00		
H	75mm diameter 'MALE' door signage; grade 316 steel; Satin stainless steel finish; Ref. FS200	Nr	12.00		
J	75mm diameter 'FEMALE' door signage; grade 316 steel;Satin stainless steel finish; Ref. FS200	Nr	12.00		
K	75mm diameter 'DISABLED' door signage; grade 316 steel; Satin stainless steel finish; Ref. FS200	Nr	12.00		
L	75mm diameter 'STAFF TOILET' door signage; grade 316 steel; Satin stainless steel finish; Ref. FS200	Nr	4.00		
7	**GLAZING**				
	5mm thick clear glass fixed with hard wood beads m/s:				
A	6mm thick clear glass fixed with hard wood beads m/s; Panes over 0.5 but not exceeding	m2	199.00		

	1.0m2				
ELEMENT No.7	**WINDOWS**				
1	**HEAVY DUTY ALUMINIUM ALLOY WINDOWS-DOUBLE GLAZING**				
II	**Supply and fix the following aluminium units ex-Itally or otherwise approved; complete with accessories for sliding/top hung to window, 8mm Thick toughned clear glass panel; Anodized aluminium framing (50x100mm Mullions and transomes) hammered finish;1.2-1.4mm thick; colour to be approved by the Architect; fixed to concrete/blockwork; all as per Architectural Drawings/Window Schedules:**				
A	Aluminium windows; comprising of 100x28.5x(1.2 - 1.4)mm thick series; standard Aluminium profile; ex-UAE; natural anodised aluminium profile; RAL Colour 7011; Supported by Independent test certificate in confirming extruded aluminium grade 6063 T6 to BSEN12020; infill 6mm tempered performance solar control tempered glass AGC Guardian/ Saint Gobain Single Glazed Unit; Outer ; Heat strengthened glass inside to accommodate 30-60% Light transmission, 1.9 U-Value, Solar heat gain coefficient < 0.34; complete with mosquito proofing panel and all necessary standard fittings and accessories; Fixed and Sliding Windows;5000 x 2300mm high overall size	m2	30.00		
B	Ditto; 1500 x 1800mm high overal size	m2	8.00		
C	Ditto; 5000 x 1800mm high overall size	m2	4.00		
D	Ditto;900 x 2000mm high overall size	m2	2.00		
E	a.b.d; 1500 x 3000mm high overall size	m2	80.00		
F	a.b.d; 1500 x 1200mm high overall size;	m2	8.00		
G	a.b.d; 2500 x 1500mm high overall size;	m2	16.00		
3	**Mild Steel Metal grill unit comprising of 25 x 25mm mild steel hollow section framing and 25 x 3mm thick flat bars welded together to pattern to be approved by the project manager, including all necessary material, grinding and polishing all welded connections to a smooth finish (Provisional)**				
A	Supply and fix metal grille type comprising of 25 x 25mm thick mild steel SHS vertical and horizontal members welded and grinded spaced at 100mm c/c framed in with 50 x 25mm mild steel rectangular hollow section welded and grinded primed and painted with 1 undercoat and 2 finishing coats of Gloss oil Paint as per Architect's drwgs or approval;5000 x 2300mm high overall size	Nr	30.00		
B	Ditto; 1500 x 1800mm high overall size	m2	8.00		
C	a.b.d; 5000 x 1800mm high overall size	Nr	4.00		
D	a.b.d; 900 x 2000mm high overal siz	Nr	2.00		
E	a.b.d; 1500 x 3000mm high overall size;	Nr	80.00		
F	a.b.d;1 500 x 1200mm high overall size	Nr	8.00		
G	a.b.d; 2500 x 1500mm high overal size	Nr	16.00		
ELEMENT No.8	**PLUMBING AND ENGINEERING INSTALLATIONS**				
1	**SANITARY APPLIANCES**				
A	Supply, install, test and commission Asian	Nr	60.00		

	type WC; as to CASTLE WARE,BATH XPERIENCE,ARROW or equal approved, complete combination wash down outlet, side inlet or bottom inlet fill valve, single or dual push button flush cistern 2.5litres or less for half flush and 3.5litres or less for full flush, and all accessories. "P" or "S" trap pan; bedding outlets in mastic; fixing with brass screws to backgrounds requiring plugging.				
B	Supply, install, test and commission Special Care Unit (Disable toilet); CASTLE WARE,BATH XPERIENC,ARROW or equal approved delivered complete in one box including WC, HWB, grab rails, hinged arm support, mixer tap, toilet roll holder etc	Set	12.00		
C	Supply, install, test and commission White vitreous China Hand wash basin Wall hung Half pedestal size: 460x 580x210mm, CASTLEWARE,BATH XPERINCE,ARROW or equal approved ;complete with tap. Fixing with screws to backgrounds requiring plugging	Nr	32.00		
D	Supply, install, test and commission White vitreous china Hand wash basin as to CASTLEWARE, BATH XPERIENCE,ARROW or equal approved ; under counter type- 480mm diameter; complete with tap mixer capable to discharge water at a flow rate of 2litres/min. or less. Fixing with screws to backgrounds requiring plugging	NR	66.00		
E	Supply, install, test and commission Kitchenette sinks, in stainless steel, with double bowl double drain, chrome plated bottle trap, chain waste and plug, pillar tap, build-in brackets and screws etc. ITALY or approved equivalent	Nr	4.00		
F	Supply and fix Shataff;ABS chrome with supreme Hose and wall holder as toCASTLEWARE,BATH XPERINCE,,ARROW or equal approved fixing with brass screws.	Nr	88.00		
G	Supply and install shower rose complete with flexible connecting pipes and shower mixer	Nr	52.00		
H	Supply and install water heater of 10 liters of ARISTON or equal approved.	Nr	4.00		
J	Supply and fix Soap Dispenser AITANA AC70000Jc; fixing with brass screws to backgrounds plugging	Nr	132.00		
K	Mirrors; overall size 600 x 800mm high BELICE Bisel Mate, fixed to wall with CP screw and caps	Nr	36.00		
L	Mirrors; overall size 1200 x 800mm high BELICE Bisel Mate, fixed to wall with CP screw and caps	Nr	50.00		
M	Toilet paper holder; chrome fixing with brass screws to backgrounds plugging	Nr	60.00		

N	Supply, install and test Bib Cork to CASTLEWARE,BATH XPERIENCE,ARROW, or approved equal,:single lever basin mixer with popup Waste & 375mm long braided hoses and accessories or equal approved	Nr	100.00		
P	Supply and install Angle valve to fortis brand with triangular handle and flange	Nr	356.00		
Q	Supply , install , test and water tap for sink as per Sanwa or equal approved	Nr	58.00		
R	Supply, install, test and commission Hand Dryer White AA19000 Jofel or approved equivalent	Nr	12.00		
S	Supply, install, test and commission European type WC;as to CASTLEWARE,BATH XPERIENCE,ARROW; or equal approved Close coupled floor standing with complete combination wash down outlet, dual flush cistern fittings 2.5litres or less for half flush and 3.5litres or less for full flush, seat and cover and all accessories. "P" or "S" trap pans; bedding outlets in mastic; fixing with brass screws to backgrounds requiring plugging.	Nr	10.00		
2	**COLD WATER INSTALLATIONS DISTRIBUTION PIPES**				
	IPS PIPE PN 20''Class C'' painted with special paint; including joints in running length.Fixing in accordance with manufacture's instructions				
A	Supply and install 32mm diameter HDPE pipe black/blue colour PN16 to ISO4427 and BS EN 12201 standards with PP Compression Fittings to BS EN 12001 for transferring water from nearest water supply line to Underground tank	M	128.00		
B	Supply and install 32mm diameter gate valves to support the above installations	Nr	3.00		
C	Supply and install 32mm diameter non-return valves to support the above installations	Nr	3.00		
D	Supply and install 40mm diameter HDPE pipe black/blue colour PN16 to ISO4427 and BS EN 12201 standards with PP Compression Fittings to BS EN 12001 for transferring water from Underground tank to roof tank.	M	94.00		
E	Supply and install 40mm diameter gate valves to support the above installations	Nr	4.00		
F	Supply and install 40mm diameter non-return valves to support the above installations	Nr	4.00		
G	Supply, install, test and commission single booster pump with capacity 6m³/hr at 40m head complete with pressure switch, control, dry running protection and all necessary accessories, manufactured by Peddrollo brand or similar equal approved.	Set	1.00		
H	Contractor shall install Float switch with cable for dry run protection	Set	3.00		
J	Contractor shall install appropriately sized	Set	1.00		

	isolation valve after the common manifold for pressure testing and isolation of the entire booster set.				
K	Supply and install water storage tank including necessary valve, flange, mercury control floating switch of the following capacity: Supply, install, test and commission roof (Glass reinforced plastic) GRP water storage tank with capacity of 12m3. The tank dimensions: 3M x 2M x 2M(LxWxH)	Nr	5.00		
L	Allow for supply, install, test and commission float switches and associated accessories for above installations	Set	6.00		
M	Allow for public water supply system connection.	Item	4.00		
N	Allow for testing and commissioning of the entire Installation	Item	2.00		
P	Allow for maintenance and services during defect liability of one year (after every 4 months)	Item	4.00		
Q	Allow preparation of three copies of " AS Installed Drawings" and operating manuals for all equipment's as specified	Item	4.00		
R	Supply and install 50mm diameter gate valves to support the above installations	Nr	6.00		
S	Supply and install 50mm diameter non-return valves to support the above installations	Nr	2.00		
T	Supply, install, test and commission Water booster pump set (duty and standby) with capacity 6m³/hr at 40m head complete with pressure switch, control, dry running protection and all necessary accessories, manufactured by Peddrollo brand or similar equal approved.	Set	2.00		
U	Contractor shall install Float switch with cable for dry run protection	Set	3.00		
V	Allow for supply, install, test and commission float switches and associated accessories for above installations	Set	1.00		
X	Allow for supply, install, test and commission float switches and asociated accessories for above installations	Nr	1.00		
Y	Supply and install 50mm diameter HDPE pipe black/blue colour PN16 to ISO4427 and BS EN 12201 standards with PP Compression Fittings to BS EN 12001 for transferring water from ground tank to roof storage tanks	M	150.00		
Z	Supply, install, test and commission PPR pipe (DiZAYN GROUP) and tubing class "6" to BS 4554 with screwed and socketed joints to BS 143 and 126 of approved manufacture; 20mm diameter	M	442.00		
A1	Ditto; 25mm diameter	M	454.00		
B1	a.b.d; 32mm diameter	M	302.00		

C1	a.b.d; 40mm diameter	M	434.00		
D1	Ditto; 50mm diameter	M	315.00		
E1	90˚Elbow; 25mm	Nr	214.00		
F1	Ditto; 20mm	Nr	224.00		
G1	a.b.d; 32mm	Nr	140.00		
H1	a.b.d; 40mm	Nr	114.00		
J1	a.b.d; 50mm	Nr	110.00		
K1	Tee; 25mm	Nr	270.00		
L1	Ditto; 20mm	Nr	226.00		
M1	a.b.d; 32mm	Nr	134.00		
N1	a.b.d; 40mm	Nr	168.00		
P1	a.b.d; 50mm	Nr	100.00		
Q1	Female elbow; 25mm	Nr	306.00		
R1	Ditto; 20mm	Nr	276.00		
S1	a.b.d; 32mm	Nr	158.00		
T1	a.b.d; 40mm	Nr	180.00		
U1	a.b.d; 50mm	Nr	120.00		
V1	Reducer; 32/25	Nr	120.00		
W1	Ditto; 25/ 20	Nr	158.00		
X1	a.b.d; 40/32	Nr	108.00		
Y1	a.b.d; 50/40	Nr	100.00		
Z1	Gate Valve; B.S. 1010; Part 2: wheel head; polished by manufacturer;joints to pipe; both ends screwed male iron; 50mm	Nr	88.00		
A2	Ditto; 40mm	Nr	106.00		
B2	a.b.d; 32mm	Nr	78.00		
C2	a.b.d; 25mm	Nr	113.00		
D2	a.b.d; 20mm	Nr	116.00		
E2	Supply and install 15mm diameter flexible pipe connectors to wash hand basin (WHB), water closet (WCs), etc.	Nr	514.00		
F2	Supply and install 50mm diameter HDPE pipe black/blue colour PN16 to ISO4427 and BS EN 12201 standards with PP Compression Fittings to BS EN 12001 for transferring water from nearest water supply line to ground tank	M	180.00		
5	**WASTE AND VENT PIPES:**				
	UPVC pipes;Class 'B'; including fittings in running length.				
A	Supply and install 150mm uPVC pipe class "B" for waste water and in soil rain water piping system according to BS 8301 - 1985 complete with associated fittings	M	454.00		
B	Allow for Construction of foul/waste water manholes of internal dimension 600x600mm with invert level not exceeding 1000mm	Nr	104.00		

	comprising 200mm plain concrete grade "C" bed 230mm block wall plastered internally as per specification and drawings including heavy duty cast iron cover to match with external paving.				
C	Allow for Construction of 300X300mm standard gully trap as per specification and drawings including heavy duty cast iron cover to match with external paving.	Nr	84.00		
D	Excavate trench not exceeding 1000 mm deep and average 500mm wide for laying sewerage pipe to the sewer line not exceeding 200mm diameter including backfilling	M	454.00		
E	Supply and install Galvanized steel wire balloon set on top of vent pipe and covered with mosquito gauze, 100mm diameter	Nr	26.00		
F	Construct Anaerobic baffled reactor with dimension: (LxWxD): 6.0m x 3.0m x 2.5m	Item	4.00		
G	Construct soak away pit with diameter of 3m and depth 3m	Item	6.00		
H	Supply, install, test and commission 100mm diameter uPVC down pipe, complete with fittings and fixtures (Vertical pipe work)	M	1,025.00		
J	Supply, install, test and commission 150mm diameter cast iron, Ductile iron dome Iron grate Fulbora including uPVC threaded adaptor)	Nr	72.00		
K	Allow for storm water connection to the nearest storm water channel	Item	2.00		
L	Soil and vent pipe work; Supply and install all above ground/exposed of class "B" to BS 8301 - 1985 uPVC pipe complete with associated fitting including chasing walls, pipe supports and necessary decoration for exposed pipe work pipes: pipes; fixing with holders to backgrounds requiring plugging; 100mm diameter, uPVC pipe	M	592.00		
M	Ditto; 75mm diameter ,uPVC pipe	M	445.00		
N	a.b.d; 50mm diameter, UPVC pipe	M	605.00		
P	ELBOWS 90 degrees; 100mm diameter, UPVC	Nr	172.00		
Q	Ditto; 75mm diameter ,uPVC pipe	Nr	131.00		
R	a.b.d; 50mm diameter, uPVC	Nr	262.00		
S	ELBOWS 45 degrees; 100mm diameter, UPVC	Nr	165.00		
T	Ditto; 50mm diameter Upvc	Nr	263.00		
U	TEE-WYE; 100mm diameter, Upvc	Nr	124.00		
V	Ditto; 50mm diameter, Upvc	Nr	243.00		
W	PIPE CLAMPS; 100mm size	Nr	316.00		
X	Ditto; 75mm size	Nr	256.00		
Y	a.b.d; 50mm size	Nr	302.00		

Z	ELBOW WITH CLEANOUT; 100 mm diameter	Nr	102.00		
A1	Ditto; 75 mm diameter	Nr	132.00		
B1	a.b.d; 50 mm diameter	Nr	169.00		
C1	a.b.d; PVC Cement glue 1000g	Nr	24.00		
D1	Supply, install, test and commission Floor drain, 50mm diameter outlet, uPVC	Nr	115.00		
F1	Allow for construction of anaerobic baffled reactor with dimension: (LxWxD):7m x 3.5m x 2m	Item	2.00		
G1	Allow for construction of soak away pit with diameter of 4.5m and depth 3.5m	Item	2.00		
H1	Supply, install, test and commission 150mm diameter rain water gutter complete with clamps and connectors	M	164.00		
ELEMENT No.9	**ELECTRICAL INSTALLATIONS**				
i	**Supply and install the following:**				
a)	**DISTRIBUTION SYSTEM**				
c)	**LIGHT FITTINGS, FANS AND SWITCHES**				
A	6 Ways TPN distribution board DB-GFC with integral 100A/300mA RCD incomer and final circuit MCBs of 10A SP (3No), 20A SP(11No) and 32A SP(3No), 45A SP(1No),as ABB TYPE or APROVED EQUIVALENT.	Nr	3.00		
B	4C x 16mm2 Cu, PVC/ PVC cable from Main distribution board to DB-GFC AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	Nr	140.00		
C	1C x 16mm2 Cu,PVC Green/Yellow earth cable. AS ELSEWEDY ELECTRICAL CABLE or Aproved equivalent.	M	140.00		
E	8 Ways SPN distribution board DB-GFA&DB-GFB with integral 63A/300mA RCD incomer and final circuit MCBs of 10A SP (3No), 32A SP(4No) ,45A SP(1No)as ABB TYPE or APROVED EQUIVALENT.	Nr	4.00		
F	3C x 10mm2 Cu, PVC/ PVC cable from Sub Main LV Panel Board to distribution board DB GFA,GFB&GFC	M	240.00		
G	1C x 10mm2 Cu,PVC Green/Yellow earth cable.	M	500.00		
J	25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power outlet points	M	3,800.00		
K	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	M	12,828.00		
L	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be recessed on walls(flush) and installed at skirting level complete with all necessary fixing accessories as MK	M	80.00		

M	2 x13A raw power switched socket outlet complete with back box	Nr	190.00		
N	TV ,CAMERA, Data and Voice outlet points complete with back box	Nr	90.00		
P	20A DP switch for A/C and W/H as Legrand or approved equivalent	Nr	50.00		
Q	Cooker control unit 45A DP switched with neon lamp and integral 13A switch socket outlet flush as Legrand or approved equivalent	Nr	4.00		
R	Single core 6 sqmm PVC copper cables from distributions Boards to all Cooker outlet points	Nr	120.00		
S	20mm diameter heavy gauge PVC conduits concealed under walls and roof floors from distribution Boards to all lighting, fire alarm outlet points and fixtures	M	17,525.00		
T	Single core 1.5 sq.mm PVC copper cables from distribution Boards to all lighting outlet points	M	52,575.00		
U	Lighting type C:LEDS DOWNLIGHT RC-ESII R100-12W-6000 WH NV WITH SAP CODE 140053271 AS OPPLE TYPE OR APPROVED EQUIVALENT	Nr	126.00		
V	Lighting type D:LEDS BULKHEAD ECOMAX-E-13W-4000K-FR-GP IP65 WITH CODE NO. 543022000710 AS OPPLE TYPE OR APPROVED EQUIVALENT.	Nr	216.00		
W	Lighting type E: LEDS - 42 - T8 - 1200mm 18W -4000K GLASS - DBL -CT - COMPLETE WITH LED TUBE AS OPPLE TYPE OR APPROVED EQUIVALENT	Nr	224.00		
X	Lighting type F: LED WALL MOUNTED DOWNLIGHT DECORATIVE BULKHEAD FITTING WITH PRODUCT NO. HC 420 - 26W -5700K WHITE BY OPPLE TYPE OR APPROVED EQUIVALENT.	Nr	91.00		
Y	One way 1 gang light switch as Legrand or equivalent	Nr	235.00		
Z	Two way 1 gang light switch as Legrand or equivalent	Nr	50.00		
A1	One way 2 gang light switch as Legrand or equivalent	Nr	42.00		
B1	Photocell unit c/w 16A TPN contactor for external lighting.	Nr	10.00		
C1	CEILING FANS 50W, BLADE 56 INCH COMPLETE WITH HOOK, SWITCH AND RAGULATOR	Nr	37.00		
D1	single /double sided exit light,with 3HRS duration emergency bulkhead for 8w T16(T5) AS OPPLE TYPE or equivalent.	Nr	16.00		
E1	8 Ways SPN distribution board DB-1FA,1FB&1FC with integral 63A/300mA RCD incomer and final circuit MCBs of 10A	Nr	6.00		

	SP (3No), 32A SP(4No) ,45A SP(1No)as ABB TYPE or APROVED EQUIVALENT.				
F1	3C x 10mm2 Cu, PVC/ PVC cable from Main LV Panel Board to distribution board DB - F1A, DB-F1B	M	380.00		
G1	1C x 10mm2 Cu,PVC Green/Yellow earth cable.	M	250.00		
H1	100mm diameter heavy gauge PVC Pipe	M	253.00		
J1	Lighting type E: LEDS - 42 - T8 - 1200mm 18W -4000K GLASS - DBL -CT - COMPLETE WITH LED TUBE AS OPPLE TYPE OR APPROVED EQUIVALENT	nr	55.00		
K1	Lighting type F: LED WALL MOUNTED DOWNLIGHT DECORATIVE BULKHEAD FITTING WITH PRODUCT NO. HC 420 - 26W -5700K WHITE BY OPPLE TYPE OR APPROVED EQUIVALENT.	Nr	3.00		
L1	One way 1 gang light switch as Legrand or equivalent	nr	125.00		
M1	Two way 1 gang light switch as Legrand or equivalent	Nr	26.00		
N1	One way 3 gang light switch as Legrand or equivalent	Nr	12.00		
P1	CEILING FANS 50W, BLADE 56 INCH COMPLETE WITH HOOK, SWITCH AND RAGULATOR	Nr	17.00		
Q1	single /double sided exit light,with 3HRS duration emergency bulkhead for 8w T16(T5) AS OPPLE TYPE or equivalent.	Nr	3.00		
R1	External light, 50w Solar light, 6m pole, high quality galvanised steel 3-5 days even cloudy days 8hours/day with 140AH battery, 70W solar panel complete with all required accessories (like light, panel, charger control and pole) as OPPLLE TYPE or approved equivalent.	Nr	15.00		
S1	6-Ways TPN free standing Main LV Panel Board with 200A TPN MCCB incomer ,metal clad,cubical pattern to IP20 form 2b, with short circuit breaking capacity of 50KA at 415Vac, 50HZ , COMPRISING OF ABB switch gear and outgoing MCCBs of 100A TP (2 No), 63A TP (1 No), 63A SP (6 No) and 45A TP (1 No), comprising of 25kA Surge Arestor,Ammeter and voltmeter as ABB type or equal and approved .	Nr	3.00		
T1	200A TPN automatic changeover switch comprising of two 4-pole electrically and mechanically interlocked 200A motorized MCCB complete with controller	Nr	2.00		
U1	4C x 70mm2 Cu, PVC/SWA/PVC cable from TANESCO passing through Transformer,Generator and changeover switch to Main LV Panel Board.AS ELSEWEDY ELECTRICAL CABLE or	M	216.00		

	Aproved equivalent.				
V1	1C x 35mm2 PVC/Cu Green/Yellow earth cable.AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	M	216.00		
W1	100mm diameter heavy gauge PVC Pipe	M	108.00		
X1	63A TP, Three phase Isolator for pump units	M	4.00		
Y1	4C x 16mm2 CU,PVC/SWA/PVC cable from main to water Pump	M	220.00		
Z1	1C x 16mm2 Cu, PVC Green/Yellow earth cable.	M	220.00		
A2	Supply and install the 100kVA,33/0.4kV oil immersed transformer (ABB BATI SERVICE TYPE or approved equal) complete with drop out fuse including lightenning arrestors,crossarms,pin insulators copper lugs for both sides HT and LT and all associated accessories	Nr	2.00		
B2	33KV lighting arrestor C/w fuse Isolator	Set	3.00		
C2	Copper lugs-35sqmm-HT side	Nr	12.00		
D2	Copper lugs-70sqmm-L/T side;	Nr	8.00		
E2	33KV Termination kit 70/35sqmm	Set	8.00		
F2	Metering cabinet 200A	Nr	2.00		
G2	35sqmm 3core U/G HT cable	M	180.00		
H2	Copper cable lugs 70/35sqmm	Nr	32.00		
J2	33kV HT Pole complete with all necessary conductors, insulators, supports and all installations accessories	Nr	14.00		
K2	Pin insulator complete with conic pin	Nr	12.00		
L2	Drop Out Fuse including Lightening Arrestors	Nr	18.00		
M2	400mm x250mm GSM cable tray for power and data	M	320.00		
N2	Allow for maintenance and services of Generator during defect liability period(services and maintenance for every four(4) months interval)	Sum	1.00		
P2	All for complete earthing of the Electrical System to IEE standards.	Item	1.00		
Q2	Allow for testing and commissioning of the entire Installation	Item	1.00		
R2	Allow preparation of three copies of " Installed Drawings" and operating manuals.	Item	1.00		
S2	12 Ways TPN distribution board DB-GF with integral 100A/300mA RCD incomer and final circuit MCBs of 10A SP (10No), 20A SP(16No) and 32A SP(9No), 45A SP(1No),as ABB TYPE or APROVED EQUIVALENT.	Nr	2.00		
T2	4C x 25mm2 Cu, PVC/ PVC cable from Main distribution board to DB-GF AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	M	220.00		

U2	1C x 16mm2 Cu, PVC Green/Yellow earth cable. AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	M	220.00		
V2	100mm diameter heavy gauge PVC Pipe	M	178.00		
W2	25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power outlet points	M	2,675.00		
X2	Trucking Installations;3-compartment PVC trucking 170 x 50mm to be recessed on walls(flush) and installed at skirting level complete with all necessary fixing accessories as MK	M	400.00		
Y2	2 x13A raw power switched socket outlet complete with back box	Nr	40.00		
A3	TV ,CAMERA, Data and Voice outlet points complete with back box	Nr	110.00		
B3	Lighting type A: 600X600 RECCESED 40W LED PANEL COMPLETE WITH RECCESED MOUNTING ACCESSORIES AS OPPLE LED SLIM ECOMAX 40W OR APPROVED EQUIVALENT	Nr	104.00		
C3	Lighting type F: LED WALL MOUNTED DOWNLIGHT DECORATIVE BULKHEAD FITTING WITH PRODUCT NO. HC 420 - 26W -5700K WHITE BY OPPLE TYPE OR APPROVED EQUIVALENT.	Nr	35.00		
D3	Lighting type G: LEDS - 42 - T8 - 1200mm 2*18W -4000K GLASS - DBL -CT - COMPLETE WITH LED TUBE AS OPPLE TYPE OR	Nr	32.00		
E3	Recessed PIR Presence detector, 10m coverage at desk level with lux level adjustable from 250-1000lux c/w first fix holder and cable as THORN SENSALITE	Nr	48.00		
F3	Recessed MIR motion detector,7m coverage at desk level with lux level adjustable from 250-1000 lux c/w first fix holder and cable as liper germany type or approved equivalent.	Nr	12.00		
G3	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting outlet points	M	7,050.00		
H3	4C x 50mm2 Cu, PVC/SWA/PVC cable from TANESCO passing through Transformer, Generator and changeover switch to Main LV Panel Board.AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	M	108.00		
J3	Copper lugs-25sqmm-HT side	Nr	4.00		
L3	2 x13A Clean power switched socket outlet complete with back box	Nr	48.00		
M3	Lighting type B: LEDS SLIM DOWNLIGHT ECOMAX III RC- HPF ESIII- R200-24W-4000-W SAP CODE 540001034510 AS OPPLE TYPE OR APPROVED EQUIVALENT	Nr	20.00		

N3	1C x 25mm2 PVC/Cu Green/Yellow earth cable.AS ELSEWEDY ELECTRICAL CABLE or Approved equivalent.	M	108.00		
P3	63A TP, Three phase Isolator for pump units	M	2.00		
Q3	Wall mounted 4way, TP Main Clean LV panel 100Aincomer RCCD TP and outgoer 45A SP (12Nos), complete with surge arrestor and 25kA ABB or approved equal	Nr	1.00		
R3	100A TP, Three phase Isolator for UPS ABB or Aproved equivalent.	Nr	1.00		
S3	100KVA TP UPS	Nr	1.00		
T3	Supply and install the 100kVA,33/0.4kV oil immersed transformer (ABB BATI SERVICE TYPE or approved equal) complete with drop out fuse including lightening arrestors, crossarms, pin insulators copper lugs for both sides HT and LT and all associated accessories	Nr	1.00		
U1	Metering cabinet 125A	Nr	1.00		
V1	25sqmm 3core U/G HT cable	Nr	90.00		
W3	Copper cable lugs 25/35sqmm	Nr	16.00		
IV	**FIRE DETECTION AND ALARM SYSTEM - WIRING AND WIRING**				
IA	**Supply, install, test and commission the following as per specifications:**				
A45	4 zones Addressable fire alarm control panel complete with power supply units, plug in modules, charger and 24 hours battery standby unit as GST or approved equivalent	nr	3.00		
A46	Addressablel smoke detector with base GST or Aproved equivalent.	nr	245.00		
A48	Breakglass Addressable call point GST or Aproved equivalent.	nr	22.00		
A49	Addressable sounder/bell GST or Aproved equivalent.	nr	22.00		
A50	Fire resistant cable 1.5sqmm,twin with earth wire	nr	7,375.00		
A51	Installations Accessories to complete the system	ITEM	1.00		
	The Contractor should visit site before pricing; The Contractor should read all drawings and specifications provided in conjunction with all relevant architectural and structural drawings; The Contractor will require to submit the proof of the catalogue technical specifications that will match with manufacturer equipments; Where trade names of manufacturer's catalogue numbers are mentioned in the Specification, the reference is intended as a guide to the type of article or materials required. Alternate brands of quality or equal and approved quality will be acceptable; Supply, install and commission fire set pump comprising of electric duty pump, and diesel engine driven standby pump. The operation run test as per NFPA 20,	Set	3.00		

	UL 448 and FM requirements. The equipment shall be as NAFFCO or approved equivalent and will be model NF-E 50-26 and comprise of; (i) Rated capacity 70 GPM at 5bar (ii) Rated speed 2900 RPM (iii) Suction inlet Diameter: ∅63mm (iv) Discharge Outlet Diameter: ∅50mm (v) Rated pressure Range(PSI) 50-139 (vi) End suction fire pump stage 1 (vii) Drivers electric or diesel				
	Supply install, test and commission in good working condition hose reel pipes and fittings in galvanized heavy grade material to BS 1387 and BS 1256: Pipes and fittings in running length fixed to backgrounds requiring plugging; 63mm diameter, GI pipe	M	160.00		
	Ditto; 50mm diameter, GI pipe	M	347.00		
	a.b.d; 25mm diameter, GI pipe	M	110.00		
	Elbow; 50mm diameter	Nr	70.00		
	Ditto; 25mm diameter	Nr	48.00		
	Tee; 50 x 25mm	Nr	48.00		
	Union GI; 60mm	Nr	26.00		
	Ditto;50mm	Nr	71.00		
	a.b.d; 25mm	Nr	34.00		
	Gate valve; 50mm diameter	Nr	32.00		
	Ditto; 25mm diameter	Nr	28.00		
	Supply, install, test and commission Fire Hose Reel as NAFFCO brand or equal approved, complete with standard cabinet for hose reel and two portable extinguishers, Hose diameter 25mm diameter, hose length 30m.	Nr	16.00		
	Supply, install, test and commission portable Fire extinguisher bottles ,by NAFFCO or equal approved of Dry powder (ABC), 6kg mounted on wall	Nr	30.00		
	Supply, install, test and commission portable Fire extinguisher bottles, by NAFFCO or equal approved of Carbon dioxide (Co2), 5kg mounted on wall	Nr	30.00		
	Supply, install, test and commission portable Fire extinguisher bottles, by NAFFCO or equal approved of wet chemical(WC), 5kg mounted on wall	Nr	4.00		
	Supply install, test and commission in good working condition wet riser pipes and fittings in galvanized heavy grade material to BS 1387 and BS 1256: Pipes and fittings in running length fixed to backgrounds requiring plugging; 100mm diameter,GI pipe	M	230.00		
	Ditto; High pressure Landing valve of 65mm diameter	Nr	10.00		

	Flanged Tee; Ø100mm	Nr	37.00		
	Breeching Inlet Cabinet; Supply, install and commission cabinet material mild steel, glass with wire meshed reinforcement, paint with Epoxy powder red as manufactured to BS 5041 complete with Breeching cabinet size: 595mm[W] x 395mm[H] x 295mm[D] & 4" x 2Way	Nr	5.00		
	Allow for preparation of 'As built Drawings' (A3 paper, soft & hard copies)	Sets	3.00		
	Allow for producing operational and maintenance manuals	Sets	3.00		
	Allow for maintenance and services during defect liability of one year (after every 4 months)	Item	3.00		
	Reducer; Ø100 x Ø75	Nr	20.00		
	Supply, install and commission 2- way fire hydrant 2 x 63mm control valve with Female BS instantaneous outlet with inlet 100mm BS 10 flange complete with associate fittings	Nr	2.00		
	Addressable Heat detector complete with base GST or Aproved equivalent.	Nr	2.00		
ELEMENT No.10	**AIR CONDITIONING AND MECHANICAL VENTILATIONS**				
ii)	**AIR CONDITIONING INSTALLATIONS**				
a)	**"Supply, install, test and commissioning of LG MULTI-V 5 Inverter units Air-conditioning system (VRF) of LG Brand or equal aproved. The outdoor units should operate up to 40oC dB temperature & 50Hz/R410A/380 ~415 & should have frequency modulation from 10HZ to 165HZ. The Condesning Units must have a Corrosion Resistance Certification from third party (like UL) for Testing of Heat Exchanger for a minimum simulation of 25 Years. Condesning Unit shall be able to perform Dust removal function, during which, the condensing unit fan will rotate in reverse direction to blow away dust and sand accumulated on the condenser coil. "**				
2	**Indoor units**				
c)	**Single Split Wall Mounted Unit Type**				
	Supply and Install, test, commission and set to work of the fan evaporating unit, Wireless Remote Controller				
A	Air Conditioners New brand with wall mounted Indoor/ Fan Coil Unit: Supply, install, test and commission Air conditioner of DAIKIN, SAMSUNG,LG, TOSHIBA Brand or Approved Equivalent. Each Set shall be complete with outdoor air-cooled condensing unit, indoor wall mounted fan coil unit and wireless remote controller. Type of refrigerant should be R410A/ R407C;Cooling Capacity:3.6kW	Nr	24.00		
B	Ditto; Cooling Capacity:5.6kW	Nr	2.00		
C	a.b.d; Cooling Capacity: 5.2kW	Nr	14.00		
e)	**Refrigerant Pipping:**				
	Supply, Install, test and commissioning copper piping for liquid and vapour refrigerants, run in vertical/horizontal trunk including all joints and connection to indoor and outdoor units insulated with "Armaflex" or similar to be approved and charged with R 410A refrigerant gas.				
A	Refrigerant Pipes and Fittings to BS 2871;	M	496.00		

	Supply and install refrigerant copper pipes complete with associated fittings, insulation as recommend by manufacturer. Supports inclusive; Diameter 6.4mm				
B	Ditto; Diameter 9.5mm	M	278.00		
C	a.b.d; Diameter 12.7mm	M	356.00		
f)	**Condensate Drainage System**				
	Supply, install, test and commission condensate drainage system in PVC pipe in accordance with BS 3505 and 4634. All pipes to be insulated with 10mm rock wool or styropur and provided with vapour barrier and installing at a slope of 1:50 and allow for all necessary fittings				
A	Supply and install condensate drainage PVC pipes complete with associated fittings i.e. tees, elbows reducers etc so as to make the system work perfectly; 25mm diameter PVC pipe	Nr	406.00		
B	Ditto; 32mm diameter PVC pipe	Nr	60.00		
C	Armaflex (insulation)-1.8 per piece; 6.4mm dia	Pcs	248.00		
D	Ditto; 9.5mm dia	Pcs	140.00		
E	a.b.d; 12.7mm dia	Pcs	178.00		
F	Mounted bracket	Set	40.00		
G	AVS Surge protector	Nr	40.00		
H	Supply and install flexible cable of 3core x 2.5mm sqr control and power cables between units and DP switch located near the door position.	M	480.00		
J	Supply and install flexible cable of 4core x 2.5mm sqr control and power cables between indoor and outdoor units position.	M	480.00		
K	Allow for "As Built Drawings" (A3 Paper); 4 sets	Item	1.00		
L	Allow for operating and maintenance manuals; 4 sets	Item	1.00		
M	Allow for testing and commissioning for the above mentioned installations; in accordance with the rules and regulations	Item	1.00		
N	Supply and install inline Roof/Wall fan for toilet extract system, complete with standby unit and automatic change over switch 200m3/hr	Nr	2.00		
P	Supply, install and commissioning the rectangular & round ducts including Brackets, clamps supports and other fittings in accordance with the specifications drawings; 200mm x100mm	M	24.00		
Q	Ditto; 100mm x110mm	M	24.00		
R	a.b.d; 150 mm diameter round flexible duct	M	22.00		
S	Toilet disc valve; Supply and install Disc valve - 150 mm diameter, maximum noise 45 db	Nr	4.00		
ELEMENT No.	**ICT INSTALLATION**				

13					
a)	**Supply, install, test and commision the following: to the satisfaction of engineers**				
i)	**EQUIPMENT**				
A	Cat. 6E Dual RJ45 outlets, complete with face plate, spring loaded shutter, labelling fied, Cat. 6E snap in Connectors	nr	2.00		
B	Category 6e unscreened data patch cord (3m) White/grey Colour	nr	4.00		
C	Category 6e unscreened data patch cord (1m) white/grey Colour	nr	4.00		
D	4 pair UTP Cat. 6E data cable from outlet points to floor distributor (FD) (500m per roll)	Lm	40.00		
E	1 HU Cat. 6E screened patch panel with 24 ports and clip on for data termination complete with all necessary accessories.	nr	2.00		
F	Cisco Catalyst 1000 Series Switches with 4x 10G SFP+ uplinks 24x 10/100/1000 Ethernet PoE+ ports and 740W PoE budget, 4x 10G SFP+ uplinks (C1000-24FP-4X-L - DNA Advantage 24-ports 3 year term licence	nr	2.00		
G	1 HU universal patch guide for cable guiding	nr	6.00		
H	C9130AXI-EWC-Z - Cisco Catalyst 9130 WiFi 6 Access Point. Cisco Embedded Wireless Controller	nr	18.00		
I	1 HU24SC ports Fiber Optic patchpanel for termination of data backbone complete with dual SC couple Multimode connectors.	nr	2.00		
J	SC Hot Melt Multimode Fiber Connector	nr	4.00		
K	2 Core SC 50/125 fiber patch cord 2m multimode	nr	2.00		
M	24Core 50/125 MM fiber cable from floor distributor(FD) to backbone side of Building Distributor frame	M	200.00		
N	6U voice and data cabinet with 2 heat extract fans and 6 ways power distribution unit (PDU) and glass door.	nr	2.00		
P	Rack mount 1000VA SMART APC UPS	nr	2.00		
Q	Provide adequate earthing to data and voice cabinet as per IEE regulations.	SUM	2.00		
A2	IP PABX requiring up to 8 concurrent calls and 100 users it supports PSTN line 8, ISDN,BRI Lines GSM/UMTS (GSM line 8) network ,VoIP and Audio in/out. Including all accessories for complete function of the system	nr	12.00		
B2	Operator console for inquire desk	nr	4.00		
C2	IP Phone Supports SIP 2.0 (RFC3261) and correlative RFCs SIP supports 2 SIP servers, Display Resolution: 128x48 pixels HD voice, PoE Support	nr	2.00		
D2	Backbone Fiber core Switch complete with 24	nr	2.00		

	port SFP SM/MM dual compatible modules installed as aruba				
E2	Server (Domain controller, Intranet & Extranet, File, Antivirus, Email and Database) with the basic physical specification as follows:{Processor - Intel® Xeon® E7-4830 (10core, 2.13 GHz, 64MB, 64bit,105W) or latest,No of processors - 2, Memory - 16GB, Memory - 16 GB,Memory Scalability - Scalable up to 3TB, Advanced RAS - Advanced ECC; Double Device Data Correction,PCI Express Slots - Server Should Have Minimum 4,PCI Express Slots - Server Should Have Minimum 4, PCI Express SlotsInternal Hard Drive - Minimum,4 * 500 GB hot pluggable small form-factor Internal,SSD Network interface - Minimum 2 * 10GbE NIC Ports,	item	1.00		
F2	Netgate 1541 RAID PfSense+ security Gateway including one year license	nr	2.00		
G2	Allow for connection optic fiber backbone by providing manhole chambers with 4 inch PVC pipes as a sleeve and all accessories needed to complete the work.	nr	2.00		
H2	Wireless LAN controller for WIFI access point as (HP Aruba 7220)	nr	2.00		
J2	3kVA UPS with battery bank	nr	2.00		
A3	Outdoor 5MP 1/3" Progressive CMOS, ICR, 0lux with IR, 2688x1520:20fps, 4mm/F1.4 lens, IP66, H.264/MJPEG, dual-stream, DC12V & PoE, 120dB WDR, 3D DNR, BLC, H.264+ Optimized Codec, 2xEXIR LED, IR: up to 50m, day and night with dynamic range 2-9 vari focal auto iris lens and outdoor wall housing and bracket for wall mounting.as HIK vision brand or approved equal.	nr	12.00		
B3	Indoor 5MP 1/3" Progressive CMOS, ICR, 0lux with IR, 2560×1920: 20fps, 4mm/F2.0 lens, H.264/MJPEG, dual-stream, IP66, DC12V & PoE, DWDR, 3D DNR, BLC,up to 128GB SD, 3-axis adjustment, IR range: up to 30m, Vandal-proof housing, H.264+ Optimized Codec, day and night with dynamic range 2-9 vari focal auto iris lens and outdoor wall housing and bracket for wall mounting.as HIK vision brand or approved equal.	nr	24.00		
C3	160Mbps Bit Rate Input Max(up to 48ch IP video),4 SATA Interfaces,48 independent PoE network interfaces, alarm I/O: 48/4, 1.5U case,19",with 12TB storage capacity.	nr	2.00		
D3	48 channels high PoE Cisco switch	nr	2.00		
E3	1 HU Cat. 6e screened patch panel with 48 ports and clip on for data termination complete with all necessary accessories.	nr	2.00		
F3	55" LED TV with PC port	nr	12.00		

G3	Cat 6 UTP cables (outdoor cable) including all accessories	nr	20,000.00		
H3	1m RJ 45 Patch cords	nr	360.00		
J3	Desktop computer for data remote from server room to security officer's office complete with 16GB RAM,1TB HDD including display flat screen (Monitor) of 40 Inches (HP/Dell)	nr	2.00		
K3	8 port Gigabit	nr	2.00		
L3	Rack mount 1500VA SMART APC UPS	nr	2.00		
A4	InBio 460 Acces Control Panel for 4 Doors, Supports 8 RS-485-Reader and 4 26-bit Wiegand Reader, 4 Exit Device, 4 Door Status, 4-Form C relay for lock, 4 Form C relay for Aux Output, 30,000 Cards, 3,000 Fingers, 100,000 Log Capacity, Packaged with Protection box and Power Supply, Complete with its Backup batteries	nr	2.00		
B4	125KHZ Proximity Card Wiegand Reader, Upto 10cm read Range, IP65, External LED & Buzzer Control	nr	2.00		
C4	AL-280LED EM Lock Complete with its Z/L Brackets	LOT	2.00		
D4	Emergency Break glass, Green Color	nr	2.00		
E4	Metal door Release Button, 86Lx86Wx20T(mm)	nr	2.00		
F4	Read 125K proximity card number, USB interface; CR20E	nr	2.00		
G4	Circuits for door access terminals	nr	2.00		
H4	Installation and Configurations of Access control Management Software, ZK Access	item	1.00		
I4	4-pair unshielded twisted pair cable(UTP),Cat 6	Lm	400.00		
J4	Biometric time attendence	nr	4.00		
K4	48 ports CX 6100 series aruba layer 2 switch which deploy plenty of class 4 POE for IoT, Fast 10GbE uplinks and UP to 370W, also support wireless access points.	nr	2.00		
A5	Allow for preparation of shop drawings	item	1.00		
B5	Allow for preparation of 3 sets of as built drawings and operation manuals	item	1.00		
C5	Allow for maintenance of ICT services during defect liability period	item	1.00		
D5	Allow for testing and commissioning of entire installation	item	1.00		
E5	Allow for attendance and liasing fee for Telecommunication connection	item	1.00		
F5	Allow for TTCL connection(Telephone and Internet)	item	1.00		
F6	Allow for attendance and liasing fee for Telecommunication connection	Item	1.00		
ELEMENT No.	**FINISHING**				

14					
a)	**INTERNAL FINISHINGS**				
i)	**Floor finish: (Tiles, slab or block finishings)**				
a)	**Porcelain Tiles**				
D	40mm Thick Terrazzo floor finish; first coat 20mm cement and sand (1:3);second coat 20mm coloured/white cement and marble chippings (1:2/1/2); ground and polished with carborandum stones; smooth surface finish including 20x3mm Thick ebonite dividing strips laid horizontally.; Floors	M2	6,214.00		
B	Ditto; Worktops	M2	560.00		
C	a.b.d; Landing	M2	36.00		
D	a.b.d Treads; 300 mm wide	M	360.00		
E	a.b.d ; Risers; 150 mm high	M	360.00		
F	a.b.d ; 125mm high skirting	M	1,786.00		
G	a.b.d; Ramps	M2	236.00		
H	Unpolished full body porcelain tiles; BS 6431 with a wood texture; imported;GEMS COLLECTION; "ex RAK" :GPD-120 razor cut, butt jointed at 450 bedding and jointing in cement mortar (1:3); grouting joints with approved waterproof tile grout including tile spacers;600 x 600 x 10mm; joints straight both ways; to cement and sand base; generally to; Floors	M2	1,574.00		
K	Ditto; Landing	M2	9.00		
L	a.b.d ;Treads; 300 mm wide	M	69.00		
M	a.b.d; Risers; 150 mm high	M	69.00		
N	a.b.d ; 175 mm high skirting cut to tread and riser profile	M	95.00		
P	Non slippery porcelain tiles; GEMS COLLECTION; imported; "ex RAK" :GPD-120 razor cut, butt jointed at 450 bedding and jointing in cement mortar (1:3); grouting joints with waterproof tile grout including tile spacers. (wet areas);400 x 400 x 10mm; joints straight both ways; to cement and sand base; generally to; Floors	M2	360.00		
Q	Terra-cotta tiles; imported; pattern to approval; bedding and jointing in keracoll adhesive materials; grouting joints with keracoll materials to approval ; butt joints straight both ways; to cement and sand base to approved colour and texture; 300 x 300 x 10mm	M2	1,026.00		
P	Brushed finish concrete screed with surface hardener and treated with tremco/vulken polyurethanewater proofing coating system ;Ramps	M2	130.00		
ii)	**Wall finish:**				
a)	**Internal Plastering**				

A	Plaster; 12mm first coat of cement and sand (1:3); 3mm second coat of gypsum powder or white Cement skimming ; steel trowelled ; 15mm two coat work; to concrete or block work base; generally to: Block walls	M2	22,389.00		
B	Ditto; soffits of staircase landings	M2	72.00		
C	a.b.d; sloping sides/waist of stairs	M2	185.00		
D	a.b.d; Soffit of suspended Slab	M2	4,985.00		
E	a.b.d; sloping soffits of staircase	M2	405.00		
F	a.b.d; Side and soffit of the beams	M2	5,168.00		
G	a.b.d ; Sides and soffits of gutter	M2	406.00		
b)	**Wall Tiles or Tanga Stones/Slates**				
A	Glazed ceramics tiles; BS 6431; imported; ex RAK; "Crema Rosa" 501 G.L 112 or the like; to pattern as per drawings ;bedding and jointing in cement mortar (1:3); grouting joints with waterproof tile grout including aluminium round edge tile trim; 300x600 x 8mm; joints straight both ways; to cement and sand base; generally to; Walls	M2	2,817.00		
B	Ditto; 150 mm high x 8mm Thick Ceramic tile skirting ;	M	744.00		
c)	**Beds and backings**				
A	Mortar; cement and sand (1:4); 30mm to Floors	M2	1,974.00		
B	Ditto; 12mm to walls	M2	2,879.00		
b)	**EXTERNAL FINISHINGS**				
ii)	**Wall finish**				
a)	**External Plastering**				
A	Rendering; 12mm first coat of cement and sand (1:3); 3mm second coat of gypsum powdered/ White Cement skimming; steel trowelled; Walls	M2	9,875.00		
c)	**Plain Sheet Finishing**				
A	GYPSUM BOARD: 9mm thick gypsum board ceiling, fixed with approved nails to treated softwood branderings (m/s); decorative square shape bulkhead with down lighters (m/s)	M2	3,829.00		
B	BRANDERINGS; 50x50mm treated softwood (pressure impregnated)	M	19,241.00		
C	Ditto; 50 x 150mm hangers	M	3,848.00		
D	gypsum cornice	M	1,614.00		
E	Extra over for ceiling access hatches size 600 x 600mm.	Nr	30.00		
ELEMENT No. 15	**PAINTING AND DECORATING**				
a)	**INTERNAL WORK:**				
i)	**Painting and Decorations**				

A	Prepare and apply two undercoats of Alkali Primer and two full coats of Silk Paint to equal and approved brand as per Architect's approval ; Block walls	M2	22,389.00		
B	Ditto; soffits of staircase landings	M2	72.00		
C	a.b.d; sloping soffits of staircase	M2	185.00		
D	a.b.d ; sloping sides/waist of stairs	M2	405.00		
E	a.b.d; Soffit of suspended Slab	M2	4,985.00		
F	a.b.d; Side and soffit of the beams	M2	5,168.00		
ii)	**Varnish or Liquering**				
A	Prepare and apply one coat of sand sealer, one coat of dark stain and two coats of clear eggshell polyurethane varnish. on timber surfaces before fixing ; General surfaces doors or the like ; over 300mm girth	M2	952.00		
B	Frames or the like ; over 200mm not exceeding 300mm girth	M	2,683.00		
C	Ditto; over 300mm not exceeding 400mm girth	M	357.00		
b)	**EXTERNAL WORK:**				
i)	**External Painting**				
A	Prepare and apply two undercoats of Alkali Primer and two full coats of mamroam weatherguard paint as manufactured by INSIGNIA or equal and approved brand as per Architect's approval ;walls; wood floated rendered surfaces ;Rendered wall	M2	9,875.00		
BILL NO. 17	**FITTINGS AND FIXTURES**				
I	**HIGH LEVEL CABINETS FOR KITCHEN/PANTRY CUPBOARDS**				
A	(The following in 6 number chalkboard); Prime quality "Mkongo" or other equal and approved hardwood; Framing with two labours screwed to wall;75 x 25mm Thick	M	126.00		
B	Chalk and Duster holder track (mahogany stained) screwed to Wall; 75 x 75 x 2mm Thick;	M	48.00		
C	Moulding (mahogany stained) screwed and glued to Wall; 75 x 75mm Thick	M	48.00		
D	Plastering in two coats to walls steel trowelled surface finish; 25mm Thick	M2	120.00		
E	Prepare and apply one undercoat and two finishing coats to blackboard paint; Prepare and apply colourless primer and two finishing coats to approved clear varnish on wood surfaces; General Wood surfaces or the like; over 300mm girth;	M2	38.00		
F	Frames or the like; over 100mm not exceeding 200mm girth	M	126.00		
G	Chalk and Duster holder track; over 100mm not exceeding 200mm girth	M	148.00		
H	Moulding and the like; over 200mm not	M	126.00		

	exceeding 300mm girth				
J	BULK HEAD TO COUNTERS AND RECEPTION AREAS; METAL WORK; Plates, bars, sections and tubes; mild steel; galvanized; 50 x 50 x 3mm square hollow section framing; fixing by welding	M	120.00		
K	Boarded or panelled linings, casings and partitions; MDF board; butt joints; fixed on top of 50x50mm SHS by screwing; square shape bulkhead with down lighters; 15mm thick veneered board fixed melamine boards; to sides	M2	85.00		
L	Ditto; 18mm thick melamine boards; to bottoms	M2	96.00		
M	a.b.d; 15x150mm MDF to edges and botton	M2	60.00		
N	Boarded or panelled linings,Granite "Marble" finish; polished; butt joints; glued to 25 mm thick MDF board;(measured separately); colour subject to Architect's approval; 25mm thick Granite worktop	M2	20.00		
P	Ditto; Rounded edge to granite top	M2	30.00		
Q	The following in 35 nr. high level kitchen cabinet consisting of (2nr) double leaf shutters overall size 800 x700mm high; single leaf shutters size 400 x 700 mm high; high level shelves ; as per drawing; Prime Quality hardwood - Mkongo; 20mm shutters, inclusive of 20 x 50mm top; bottom rails and stiles	Nr	70.00		
R	Overall size 400 x 700mm high; 20mm top, divisions; shelves	M2	81.00		
S	Frames and Finishings; Frames and bearers; Size 20 x50mm	M	180.00		
T	Ditto, plugged	M	90.00		
U	Angle piece; Size 50 x50 mm	M	45.00		
V	PREPARE AND APPLY TWO COATS POLYURETHANE VARNISH; MATT FINISH ON VENEERED WOOD SURFACES; General surfaces of shelves, divisions; over 300mm wide	M2	162.00		
W	Hinges	Pair	70.00		
X	Ball catches	Nr	70.00		
Y	Cupboard door knobs;	Nr	70.00		
II	**LOW LEVEL CABINETS FOR KITCHEN/PANTRY CUPBOARDS**				
A	The following in (35nr) low level kitchen cabinet consisting of (2nr) double leaf shutter overall size 800 x700mm high; single leaf shutter size 400 x 700 mm high; as per drawing; Prime Quality hardwood - Mkongo; 20mm shutters, inclusive of 20 x 50mm top bottom rails and stiles	Nr	70.00		
B	Overall size 400 x 700mm high; 20mm top, divisions; shelves	M2	81.00		

C	Frames and Finishings; Frames and bearers; Size 20 x50mm	M	180.00		
D	Ditto, plugged	M	90.00		
E	Stoppers; Size 20 x 40 mm	M	450.00		
F	Drawer constituting 25mm hw front and sides 20mm back;10mm bottom; Overall size 510 x 525 x 150mm deep	Nr	20.00		
G	Hinges;	Pair	70.00		
H	Ball catches	Nr	70.00		
J	Cupboard door knobs	Nr	70.00		
K	Sliding drawer roller	Nr	20.00		
L	Union/Yale or other equal approved;Drawer pull handle; anodised silver	nr	20.00		
M	Drawer lock	nr	20.00		
N	Insitu concrete; plain; normal; class 15/25 Plinths 100mm thick	m2	109.00		
P	Worktop Formwork to insitu concrete; formwork generally Edges of beds or the like; 75 to 150mm wide	m	157.00		
Q	Soffits of suspended slab	m2	72.00		
R	PREPARE AND APPLY TWO COATS POLYURETHANE VARNISH; MATT FINISH ON VENEERED WOOD SURFACES; General surfaces of shelves, divisions; over 300mm wide	m2	108.00		
S	The following in laundry and cleaners store; Insitu concrete; reinforced; normal; class 20 Dhobi Sink;50mm, reinforced with 8mm BRC mesh ; complete with taps; trap; chain waste; plugs; Overall size 850 x 500 x 350mm deep	Nr	20.00		
T	8 x 600 x 600mm porcelain tile finish to concrete trough	M2	240.00		
U	The following in 65 nr. high level Hostel rooms cabinet consisting of (2nr) double leaf shutters overall size 1200 x 700mm high; single leaf shutters size 600 x 700 mm high; high level shelves ; as per drawing; Prime Quality hardwood - Mkongo; 20mm shutters, inclusive of 20 x 50mm top; bottom rails and stiles	Nr	130.00		
V	Ditto; Overall size 600 x 700mm high; 20mm top, divisions; shelves;	M2	513.00		
W	Frames and Finishings; Frames and bearers; Size 20 x50mm	M	260.00		
X	Ditto, plugged	M	130.00		
Y	Angle piece; Size 50 x50 mm	M	65.00		
Z	PREPARE AND APPLY TWO COATS POLYURETHANE VARNISH; MATT FINISH ON VENEERED WOOD SURFACES; General surfaces of shelves, divisions; over 300mm wide	M2	1,025.00		

A1	Hinges;	Pair	260.00		
B1	Ball catches	Nr	260.00		
C1	Cupboard door knobs	Nr	260.00		
D1	Mkongo or similar approved hardwood 120x20mm stiles, top and middle rail; 180x20mm bottom rail; Two number panels with louvres jointed to door stiles and rails; 1200 x 2100mm, overall	Nr	65.00		
E1	Insitu concrete; plain; normal; class 15/25; 75mm concrete slab;8mm BRC mesh; plastered; painted	M2	72.00		
F1	Porcelain tiles on concrete slab; with angle strip; 8 x 300 x300mm	M2	72.00		
G1	Boarded or panelled linings,Granite "Marble" finish; polished; butt joints; bedded to concrete worktops and all accessories; 25mm thick Granite worktop	M2	90.00		
H1	Ditto; Rounded edge to granite top	M	50.00		
BILL No 4	**EXTERNAL WORKS**				
4	**LANDSCAPING**				
a)	**HARD LANDSCAPING**				
i)	**Excavation and Earthworks,.**				
A	Excavate to remove vegetable soil 150mm average depth including conveying and depositing in spoil heaps away from the excavations	M2	3,000.00		
B	Excavate to reduce level n.e 1.5m deep	M2	1,500.00		
C	Load up surplus excavated material and remove from site	M3	1,500.00		
D	Granular earthfilling, well rammed and consolidated in 200mm layers to attain 95% maximum dry density	M3	1,500.00		
E	Kerbs trenches ; shallow excavation not exceeding 0.50 meters deep; Excavate kerb trench including backfilling, compacting trench bottoms and disposal of surplus spoil on site; 400 x 450mm deep	M	4,000.00		
F	PRE-CAST CONCRETE KERBS; Normal ; mix Grade 30; Bullnose kerbs 150 x 300 mm. ; semi splayed to B.S. 340 profile ; bedding and triangular haunching with Grade 30 in-situ concrete, pointing in cement mortar (1:4) ; on in-situ kerb race foundation; laying to straight alignment ; on in-situ kerb race foundation	M	1,867.00		
G	Ditto; laying to radius ; on in-situ kerb race foundation	M	1,422.00		
H	GRANULAR SUB-BASES TO PAVINGS; Imported granular material in filling and bases ; watered and compacted to Specifications; 150mm sub grade granular material G15 compacted to 95% MOD AASHTO (min CBR-15 in 150mm Thick layer)	M3	450.00		

J	Ditto; 150mm sub grade granular material G25 compacted to 95% MOD AASHTO (min CBR-25 in 150mm Thick layer)	M3	450.00		
K	Provide, and fix the precast concrete interlocking paving blocks with compressive strength not less 40 N/mm2 on 50mm thick river sand bedding properly with Polythene sheet DPM; 500 gauge; 150mm laps; Horizontal graded as per specification; 200 x 100 x 80 mm precast interlocking paving block.	M2	3,000.00		
b)	**SOFT LANDSCAPING**				
i)	**Excavation and Site Preparation,..**				
A	Imported top soil for Grass seeding and Planting beds; 150 mm thick, garden soil on prepared surfaces ; graded and loosely compacted to falls crossfalls and slopes; Mix with cow manure and imported black top soil (1:5); 500gm DAP/urea fertilizer; mix with top soil under the root; ball compacting lightly every 300mm	M2	2,000.00		
B	Normal; grade 30; granite or basalt aggregates; 100mm Thick Perforated Bed	M2	42.00		
C	Ditto; 100mm Thick Wall	M2	48.00		
D	High tensile hot rolled deformed steel bar including bends, tying wires, hooks and spacer blocks; Bars; cold worked; BS 8666:2005; Yield strength of 460 N/mm2; Straight or bent; 12mm Diameter	Kg	205.00		
E	Ditto; 8mm Diameter	Kg	51.00		
F	Fair face formwork; generally; Vertical sides; Wall;	M2	96.00		
G	Edges of bed; 75 to 150mm high	M	108.00		
ii)	**Planting Trees and Palms**				
iii)	**Ground Cover and Grass**				
A	Planting Bermuda grass seeds at a rate of 0.04kg/m2 including watering, mowing and maintaining grass lawns until fully grown	M2	2,000.00		
B	Ditto; Flowering shrubs or equal and approved	Nr	100.00		
iv)	**Flower Pots**				
A	Excavating pits to receive Flower bed	M3	10.00		
v)	**Fertilizer**				
5	**FENCING AND GATES.**				
a)	**BLOCKWORK FENCE**				
i)	**SUBSTRUCTURE**				
a)	**Excavations and earth works,,.**				
A	Excavate foundation trench commencing at formation level and not exceeding 1.50 meters deep	M3	195.00		
B	Excavate pit for column bases commencing at	M3	51.00		

	stripped level and not exceeding 1.50 meters deep				
C	Extra over any kind of excavation for breaking up rock and the like (provisional)	M3	98.00		
D	Backfilling; Granular backfilling, well rammed and consolidated around foundation in 250mm layers to attain 95% maximum dry density; layers to approval	M3	209.00		
E	Disposal; Load up surplus excavated material and remove from site	M3	37.00		
F	Disposal of Water; Allow for keeping excavation free from water	Item	1.00		
G	Planking and strutting; Allow for the provision and subsequent removal of planking and strutting	Item	1.00		
H	Soil sterilization; Chemical antitermite treatment to backfilling; one side of foundation wall and the like	M	100.00		
J	SPOON DRAIN; Excavate spoon drain trench including compacting trench bottoms and disposal of surplus spoil on site; 600 x 450mm deep	M	120.00		
K	Concrete for spoon drain ; normal ; mix Grade 30 600mm wide x 200 mm. deep	M	120.00		
L	OPEN/CLOSED DRAINS ALONG BUILDING; Excavation for drains; Excavating soft material situated within the following depth ranges below the surface level; Not exceeding 1.5m deep	M3	580.00		
M	Concrete lining for open drains; C30; 100mm Thick concrete lining	M2	580.00		
N	Reinforced concrete to edge of side drains	M3	84.00		
P	150mm Thick Pre cast Concrete cover with mesh Ref No. A252 Mesh size 200x200mmm; Weight 3.95kgs per square metre; 200mm end laps; 200mm side laps	M2	580.00		
Q	Formworks to sides of drain	M2	1,160.00		
R	Mild Steel; Welded Connections; Prime & Painted; Grating cover with 20mm dia steel rebar with surrounding angle line frame 50mm x 50mm x 3mm;overall size 1200mm x 1200mm	M	580.00		
b)	**Concrete work**				
i)	**Plain in situ concrete grade '10'**				
ii)	**Plain in situ concrete grade '15'**				
A	50 mm thick ; Blinding	M2	104.00		
iii)	**Reinforced in situ concrete grade '25'; vibrated;**				
A	Strip foundations or the like irrespective of thickness	M3	18.00		
B	Column bases or the like irrespective of thickness	M3	9.00		

C	Columns; irrespective of thickness	M3	14.00		
D	Plinth beams; horizontal; rectangular or square in section; irrespective of thickness	M3	7.00		
E	Intermediate beams; irrespective of thickness	M3	3.00		
c)	**Block work**				
i)	**Solid concrete blocks with strength of 3-5MPa; bedded and jointed in cement and sand mortar (1:4)**				
A	Concrete Blocks: B.S 6073; Type A 7 N per square millimeter; solid in cement mortar (1:4); 230mm thick	M2	120.00		
B	Ditto; 150mm thick	M2	250.00		
d)	**Formwork,**				
A	To Bases	M2	17.00		
B	To Strip foundation	M2	498.00		
C	Plinth beams or the like	M2	597.00		
D	Sides, vertical or battering columns	M2	330.00		
E	To Intermediate beams	M2	20.00		
e)	**Reinforcement bars; High tensile bars B.S4449; 1969**				
A	Bars, high yield steel; cold worked; BS 8666:2005; In any location; Straight or bent, irrespective of diameter	Kg	6,630.00		
B	NON STRUCTURAL METAL WORK; 25mm x 25mm x 2mm size mild steel hollow section vertical infill member welded; arrow shaped upright at 200mm centres; As per Architectural drawings and details ; primed two coats red oxide and painted three coats gloss finish to approval	M	600.00		
C	Ditto; 50mm diameter section horizontal infill member welded; Spacing as per Architectural drawings and details; primed two coats red oxide and painted three coats gloss finish to approval	M	300.00		
D	a.b.d; Supply and fix mild steel gate; including 75 x75x 3mm angle section rail casted in concrete; 30 x30mm Square mild steel hollow section horizontal infill member welded, 830mm Spacing as per Architectural drawings and details ; 50mm diameter mild steel hollow section vertical infill member welded; arrow shaped upright at 150mm centres; As per Architectural drawings & details ; 870 mm diameter x 4mm thick mild steel plate as per Architectural drawing ; including TANZANIA INSTITUTE OF ACCOUNTANCY label as per Architectural drawings and all necessary associated works to approval ; red oxide primed ; painted two coats gloss finish on both sides to approval; Overall size 8000x2500mm high	Nr	2.00		
ii)	**Pre-cast concrete; grade ‘20' including hoisting to position; bedding and point in cement motor (1:4) as per detail**				
iii)	**PRECAST CONCRETE CHAIN LINKED POLES**				

A	Excavate pits commencing at ground level average pit size 300x 300x300mm deep spaced at 3000mm centree to receive Reinforced concrete posts and struts memebers	M3	699.00		
B	Excavate 200x125mm deep trench along the perimeter of fence for concrete curb.	M3	926.00		
C	Plain in-situ concrete grade '25' in pits to receive Reinforced concrete posts and strut members	M3	189.00		
D	Plain insitu concrete curb, 100mm above the ground grade '25' for 200x200mm footing to anchor fencing wire to ground including its formwork	M3	170.00		
E	Fabricate and erect 150x150x3000mm cranked R.C pre cast poles with six predrilled holes including 4T12 high yield steel bars with T8 links at 250mm centers both	Nr	152.00		
F	Fabricate and erect 150x150x3000mm cranked R.C pre cast poles with six predrilled holes including 4T12 high yield steel bars with T8 links at 150mm center both for regular posts	Nr	501.00		
G	Fabricate and erect 150x150x3000mm cranked R.C pre cast poles with six predrilled holes including 4T12 high yield steel bars with T8 links at 150mm centre both for straining posts	Nr	66.00		
H	Provide 300x300mm concrete columns reinforced with 8T12 main high yield steel bars and T8 stirrups spaced at 200mm centres for steel gates	Nr	8.00		
J	Supply and fix high tensile steel wire to the pre drilled holes in Reinforced concrete posts in three lines to receive welded mesh	M	1,890.00		
K	Supply and fix barbered wire of 600mm diameter and three lines of strand galvanized barbered wire (3mm) in equal rows to the pre drilled Reinforced concrete pots	M	1,890.00		
L	Supply and fix 2000mm high galvanized chain link fence in anchored into concrete at the bottom along the entire length	M	1,890.00		
iv)	**Wall finish:.**				
a)	**Plastering in two coats, first coat 12mm thick cement and sand mix (1:3) steel trowelled; prepare and apply second coat 3mm thick stucco steel trowellled including sanding with sand paper**				
A	Rendering; To blockwalls	M2	650.00		
B	Ditto; 400 x 400 x 100mm size; Precast concete Column cappings (m/s)	M2	34.00		
C	a.b.d; 650 mm girth ; Precast concrete coppings (m/s)	M2	100.00		
D	PAINTING AND DECORATIONS; To blockwalls	M2	325.00		
E	Ditto; 400 x 400 x 100mm size; Column	M2	34.00		

	cappings				
F	a.b.d; 650 mm girth ; Walls coppings	M	100.00		
6	**EXTERNAL SOLAR STREET LIGHT INSTALLATION**				
6.1	**SOLAR STREET LIGHT**				
	Supply, install, connect, test and commission the following equipment and accessories to make the whole system operates				
A	External Garden light Two arm light 2x50W lamp , 3-5 days even cloudy days 8 hours/day with 140AH battery,70W SOLAR panel Complete with all required accessories like light, battery, panel and charger control as OPPLE type(brand) or approved equivalent.	Nr	15.00		
B	10 Ways Purpose made free standing Main LV panel Board with 800A TPN MCCB incomer ,metal clad, cubical pattern to IP20 form 2b,with short circuit breaking capacity of 50KA at 415 Vac,50Hz COMPRISING OF ABB switch gear and outgoing MCCBs of 200A SP (4 No) 100A TP (2 No), 320A TP (4No) Complete 25kA surge arrestor, Ammeter and Voltmeter AS ABB type OR Approved equal	Nr	4.00		
C	4C x 240mm2 Cu, PVC/SWA/ PVC cable from Transformer to main distribution board(MDB)	M	628.00		
D	1C x 240mm2 Cu, PVC Green/Yellow earth cable.	M	628.00		
E	Cable lugs and glands for the above cable	Item	1.00		
F	100mm diameter heavy gauge PVC Pipe	M	628.00		
G	Allow for complete earthing of the Electirical System to IEE standards	Sum	1.00		
H	Allow for testing and commissioning of the entire Installation	Sum	1.00		
J	Allow preparation of four copies of " Installed Drawings" and operating manuals.	Sum	1.00		
K	63A - 3ϕ Isolator for fire pump	Nr	1.00		
L	4C x16mm2 Cu,PVC/SWA/PVC cable from respective distribution board to 3ϕ Isolators	M	200.00		
M	1C x 16mm2 PVC/Cu Green/Yellow earth cable.	M	200.00		
N	Allow for lightning protection	Item	10.00		
7	**UNDERGROUND WATER TANK**				
1	**EXCAVATION..**				
A	Excavate; commencing at stripped level; Pits for Water Tank; not exceeding 1.50m deep	M3	462.00		
B	Ditto; over 1.50 meters but not exceeding 3.0 meters deep	M3	462.00		
C	a.b.d; over 3.00 meters but not exceeding 4.50 meters deep	M3	90.00		
D	Backfilling; around Water tank with approved	M3	240.00		

	granular fill compacted in 200mm layers to 95% maximum dry density				
E	Surplus excavated material; removing from site	M3	921.00		
2	**DISPOSAL OF WATER...**				
A	Allow for keeping excavations free from water (except spring or running water) by pumping, baling or by other means necessary	Item	1.00		
B	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations	Item	1.00		
4	**HARDCORE OR THE LIKE**				
5	**INSITU CONCRETE; PLAIN**				
A	Normal; grade "15"; granite or equal and approved aggregates; Blinding; 50mm Thick	M2	195.00		
6	**INSITU CONCRETE; REINFORCED; PREMIX WITH KRYTON XYPEX OR ANY OTHER WATER PROOFING MATERIALS WITH TWENTY (20) YEARS MINIMUM GUARANTEE**				
A	Concrete Grade "30" including vibrating around reinforcements; Foundations;	M3	138.00		
B	Ditto; 300mm Thick shear wall	M3	123.00		
C	a.b.d; Beams	M3	3.00		
D	150mm Thick suspended slab	M2	150.00		
7	**REINFORCEMENT (PROVISIONAL)**				
	Bars; high yield steel; cold work; B.S. 4461; in any location				
A	High tensile hot rolled deformed steel bar including bends, tying wires, hooks and spacer blocks; Bars; cold worked; BS 8666:2005; Yield strength of 460 N/mm2;Straight or bent; 20mm Diameter	Kg	6,447.00		
B	Ditto; 16mm Diameter	Kg	19,338.00		
C	a.b.d; 12mm Diameter	Kg	12,894.00		
D	a.b.d; 8mm Diameter	Kg	4,296.00		
8	**FORMWORK TO INSITU CONCRETE**				
A	SAWN FORMWORK TO REINFORCED IN-SITU CONCRETEF; air face formwork; generally; Vertical sides of foundations	M2	150.00		
B	Vertical sides of Beams	M2	36.00		
C	a.b.d; Soffit of suspended slab	M2	150.00		
D	a.b.d; Walls	M2	710.00		
E	a.b.d; Edge of slabs and the like n.e Over 150mm but n.e 225mm	M	90.00		
9	**CONCRETE WORK SUNDRIES AND WATER BAR**				
A	Cement and sand (1:3) with approved water proofing additive steel trowelled to a smooth finish; 40mm (Average) screed to falls, cross falls and slopes not exceeding 15 degrees from horizontal to receive water proofing membrane; Top of Slab	M2	150.00		
B	Water bar	M	105.00		

C	Ditto; Bitumat water repellants to surfaces; applied to outside surfaces;To vertical wall	M2	306.00		
D	a.b.d; To floor of suspended slab	M2	150.00		
E	Heavy duty Cast Iron Cover; complete with angle line frame 50x50x3mm thick; 800x800mm Overall size	Nr	12.00		
F	Steps; 20mm diameter industrial galvanised iron; bent to shape 200mm wide and 300mm long standard steps; set in concrete	G	120.00		
BILL NO. 5	**SCHEDULE OF DAYWORKS**				
SECTION A	**LABOUR**				
	In accordance with the relevant clauses of the Conditions of Contract, the Contractor shall be paid dayworks rates for extra work that cannot properly be measured and valued and the Contractor is to insert in the space provided below the basic rates and cost of labour as described hereunder				
A	Roof tiler	Hrs	5.00		
B	Skilled Labour	Hrs	10.00		
C	Carpenter	Hrs	5.00		
D	Plumber	Hrs	5.00		
E	Joiner	Hrs	5.00		
G	Waller	Hrs	5.00		
H	Plasterer	Hrs	5.00		
J	Glazier	Hrs	5.00		
K	Painter	Hrs	5.00		
L	Electrician	Hrs	5.00		
M	Steel fixer	Hrs	5.00		
N	Welder	Hrs	5.00		
P	To the basic net cost of labour used for work carried out on day works, an addition of ___% is required to include for task work on incentive schemes, tools, standing scaffolding supervision, insurance, transport, profit and all overheads.	null	1.00		
SECTION B	**MATERIALS**				
	In accordance with the relevant clauses of the Conditions of Contract, the Contractor shall be paid dayworks rates for extra work that cannot properly be measured and valued and the Contractor is to insert in the space provided below the basic rates and cost of materials as described hereunder				
A	Cement	T	1.00		
B	Sand	M3	5.00		
C	Aggregate (37 mm)	Kg	5.00		
D	Aggregate (graded 10-5 mm)	Ton	5.00		
E	Steel reinforcement (mild steel)	Ton	500.00		
F	Steel reinforcement (high tensile)	Kg	500.00		
G	Structural mild steel	Kg	500.00		
H	Structural aluminium section	Kg	250.00		
J	Sawn timber (podocarpus)	M3	2.00		

K	Wrought timber (mkongo)	M3	2.00		
L	Wrought timber (mninga)	M3	1.00		
M	Hydrate lime	Ltr	10.00		
N	Paint, gloss	Ltr	10.00		
P	Paint, emulsion	Ltr	10.00		
Q	Paint, linseed oil	Ltr	10.00		
R	Paint, wood preservative (PX 65)	Ltr	10.00		
S	To the basic net cost of materials used for work carried out on day works an addition of ___% is required to include for unloading, storing, and distribution, the use of hand, plant and machinery, profit and all overheads.	null	1.00		
SECTION C	**EQUIPMENT AND TOOLS**				
	In accordance with the relevant clauses of the Conditions of Contract, the Contractor shall be paid dayworks rates for extra work that cannot properly be measured and valued and the Contractor is to insert in the space provided below the basic rates and cost of plant as described hereunder				
A	Excavate loaders (5 m³ capacity)	Hrs	5.00		
B	Mechanical loading shovel (3 m³ capacity)	Hrs	5.00		
C	Bulldozer (1.1 m³ capacity)	Hrs	5.00		
D	Motor grader (11.1 tonnes)	Hrs	5.00		
E	Dumper (1.25 tonnes)	Hrs	25.00		
F	Land-rover (4 wheel drive)	Hrs	25.00		
G	Lorry (7 tonne tipper)	Hrs	25.00		
H	Lorry (18 tonne tipper)	Hrs	25.00		
J	Roller (10 tonne vibratory)	Hrs	5.00		
K	Portable compressor (with hoses)	Hrs	5.00		
L	Pneumatic hammer (25kg)	Hrs	5.00		
M	Portable electric welding set	Hrs	5.00		
N	Concrete mixer (14/10) with batching plant	Hrs	25.00		
P	Concrete pump (15 cubic metres per hour capacity)	Hrs	25.00		
Q	Concrete vibrator (Pocker type)	Hrs	25.00		
R	50mm Self priming centrifugal pump with hose and ancillary equipment	Hrs	5.00		
S	Block making machine	Hrs	25.00		
T	Woodworking machine	Hrs	10.00		
U	Tower crane - 10 Tons	Hrs	5.00		
V	Generator set - Single phase	Hrs	5.00		
W	Generator set - Three phase	Hrs	5.00		
X	To the basic net rates of plant used for work carried out on day works an addition ___% is required to include for drive and/or attendant, fuel and consumable stores, supervision, maintenance, insurance, road licence, profit and all overheads.	null	1.00		

Summary	
BILL NO. 1 PRELIMINARIES AND GENERAL MATTERS	**0.00**
BILL No 2 PRIME COST AND PROVISIONAL SUMS	**0.00**
BILL No 3 MEASURED WORKS	**0.00**
BILL No 4 EXTERNAL WORKS	**0.00**
BILL NO. 5 SCHEDULE OF DAYWORKS	**0.00**
A. Total of Bills	**0.00**
B. Less Specified Provisional Sum	
C. SUB TOTAL [(A) - (B)]	0.00
D. ADD Provisional Sum of Physical Contingency	0.00
E. SUB TOTAL [(C) + (D)]	0.00
F. ADD Provisional Sum of Variation of Prices	0.00
G. Sub Total [(E) + (F)]	0.00
H. ADD Value Added Tax (VAT) [18% of G]	0.00
I. Bid Price [(A) + (D) +(F) + (H)] Carried to the Form of Tender	**0.00**

CONTRACT CONDITIONS AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

1. General Provisions

GCC Clause	GCC Sub Clause	GCC Sub Clause Description
1.1 Definitions	**1.1.0**	In the Conditions of Contract ("these Conditions"), which include Special Conditions of Contract and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 The Contract	**1.1.1**	"**Arbitrator**" is the person appointed by the Appointing Authority specified in the Special Conditions of Contract (SCC) to resolve contractual disputes, and as provided for in Sub-Clause 20.6 hereunder. "**Contract**" means the Contract Agreement, the Letter of Acceptance, the Form of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance. "**Form of Contract**" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement]. "**Letter of Acceptance**" means the letter of formal acceptance, signed by the Employer, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement. "**Form of Tender**" means the document entitled Form of Tender which was completed by the Contractor and includes the signed offer to the Employer for the Works. "**Specification**" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works. "**Drawings**" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. "**Schedules**" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. "**Tender**" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract. "**Bill of Quantities**" and "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules. "**Value Engineering**" is a systematic and organized approach to provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.
1.1.2 Parties and Persons	**1.1.2**	"**Party**" means the Employer or the Contractor, as the context requires. "**Employer**" means the person named as employer in the SCC and the legal successors in title to this person. "**Contractor**" means the person(s) named as contractor in the Form of Tender accepted by the Employer and the legal successors in title to this

		person(s). "**Project Manager**" means the person appointed by the Employer to act as the Project Manager for the purposes of the Contract and named in the SCC, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.5. "**Contractor's Representative**" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3, who acts on behalf of the Contractor. "**Employer's Personnel**" means the Project Manager, the assistants referred to in Sub-Clause 3.2 and all other staff, labour and other employees of the Project Manager and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Project Manager, as Employer's Personnel. "**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. "**Subcontractor**" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons. "**DARB**" one or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Avoidance and Resolution Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board.
1.1.3 Dates, Tests, Periods and Completion	**1.1.3**	"**Base Date**" means the date 28 days prior to the latest date for submission of the Tender. "**Commencement Date**" means the date notified under Sub-Clause 8.1 [Commencement of Works]. "**Time for Completion**" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the SCC (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date. "**Tests on Completion**" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer. "**Taking-Over Certificate**" means a certificate issued under Clause 10 [Employer's Taking Over]. "**Tests after Completion**" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer. "**Defects Notification Period**" means the period for notifying defects in the Works or a Section (as the case may be) under Sub- Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the SCC (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub- Clause 10.1 [Taking Over of the Works and Sections]. "**Performance Certificate**" means the certificate issued under Sub-Clause 11.9 [Performance Certificate]. "**day**" means a calendar day and "year" means 365 days.
1.1.4 Money and Payments	**1.1.4**	"**Accepted Contract Amount**" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. "**Contract Price**" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

		"**Cost**" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. "**Final Payment Certificate**" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate]. "**Final Statement**" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate]. "**Foreign Currency**" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency. "**Interim Payment Certificate**" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate. "**Local Currency**" means the currency of the Country. "**Payment Certificate**" means a payment certificate issued under Clause 14 [Contract Price and Payment]. "**Provisional Sum**" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums]. "**Retention Money**" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money]. "**Statement**" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
1.1.5 Works and Goods	**1.1.5**	"**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works. "**Goods**" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract. "**Permanent Works**" means the permanent works to be executed by the Contractor under the Contract. "**Plant**" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works. "**Section**" means a part of the Works specified in the SCC as a Section (if any). "**Temporary Works**" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects. "**Works**" mean the Permanent Works and the Temporary Works, or either of them as appropriate.
1.1.6 Other Definitions	**1.1.6**	"**Contractor's Documents**" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract. "**Country**" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed. "**Employer's Equipment**" means the apparatus, machinery and

		vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer. "**Force Majeure**" is defined in Clause 19 [Force Majeure]. "**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. "**Performance Security**" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security]. "**Site**" means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site. "**Unforeseeable**" means not reasonably foreseeable by an experienced contractor by the Base Date. "**Variation**" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments]. "**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). "ES" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). "**Sexual Exploitation and Abuse**" "(SEA)" stands for the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
1.2 Interpretation	**1.2.1**	In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree," "agreed" or "agreement" require the agreement to be record in writing; (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and (e) the word "bid" is synonymous with "Tender", and "bidder" with "Tenderer" and the words "Bid documents" with "Tendering documents" The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
1.3 Communications	**1.3.1**	Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC; and (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the SCC. However: (i) if the recipient gives notice of another address, communications shall thereafter be

		delivered accordingly; and (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
	1.3.2	Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.
1.4 Law and Language	**1.4.1**	The Contract shall be governed by the law of Tanzania.
	1.4.2	The ruling language of the Contract shall be that stated in the SCC.
	1.4.3	The language for communications shall be that stated in the SCC. If no language is stated there, the language for communications shall be the ruling language of the Contract.
1.5 Priority of Documents	**1.5.1**	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) Form of Contract; (b) Letter of Acceptance; (c) Special Conditions of Contract; (d) General Conditions of Contract; (e) Specification; (f) Drawings; (g) Bills of Quantities; (h) Completed Schedule (including Price Schedule); and (i) Any other additional documents stated in SCC forming part of contract. The additional documents will be indicated as Appendices [from Appendix 1 - Appendix nth].
	1.5.2	If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.
1.6 Contract Agreement	**1.6.1**	The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
	1.6.2	If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.15 (Joint and Several Liability)."
1.7 Conditions Precedent to contract effectiveness	**1.7.1**	The Contract shall come into effect after the Contractor fulfilling the conditions precedent stated in the SCC.
	1.7.2	If the Conditions precedent stipulated on Sub-Clause 1.7.1 is not met by the date specified in the SCC this contract shall not come into effect;
	1.7.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date
1.8 Assignment	**1.8.1**	Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party: (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and (b) may, as security in favour of a bank or financial institution, assign its

right to any moneys due, or to become due, under the Contract.

1.9 Care and Supply of Documents

1.9.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.9.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager six copies of each of the Contractor's Documents.

1.9.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

1.9.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.10 Delayed Drawings or Instructions

1.10.1 The Contractor shall give notice to the Project Manager whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

1.10.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Project Manager to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

1.10.3 After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

1.10.4 However, if and to the extent that the Project Manager's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

1.11 Employer's Use of Contractor's Documents

1.11.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.11.2 The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non- exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

(a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

(b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

		(c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
	1.11.3	The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.
1.12 Contractor's Use of Employer's Documents	**1.12.1**	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
1.13 Confidential Details	**1.13.1**	The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
	1.13.2	Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
1.14 Compliance with Laws	**1.14.1**	The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the SCC: (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.
1.15 Joint and Several Liability	**1.15.1**	If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.16 Instructions, Inspections and Audits	**1.16.1**	The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the site is located.
	1.16.2	The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of United Republic of Tanzania if so required by the Government of the Republic of Tanzania.

2. THE EMPLOYER

2.1 Right of Access to the Site	**2.1.1**	The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the SCC. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification.
	2.1.2	If no such time is stated in the GCC 2.2.1, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
	2.1.3	If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
	2.1.4	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	2.1.5	However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.
2.2 Permits, Licenses or Approvals	**2.2.1**	The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly: (a) copies of the Laws Tanzania which are relevant to the Contract but are not readily available, and (b) any permits, licenses or approvals required by the Laws of Tanzania: (i) which the Contractor is required to obtain under Sub-Clause 1.14 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is removed from the Site.
2.3 Employer's Personnel	**2.3.1**	The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site: (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].
2.4 Employer's Claims	**2.4.1**	If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Project Manager shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.
	2.4.2	The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given

		before the expiry of such period.
	2.4.3	The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Project Manager shall then proceed in accordance with Sub- Clause 3.6 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub- Clause 11.3 [Extension of Defects Notification Period].
	2.4.4	This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

3. THE PROJECT MANAGER

3.1 Project Manager's Duties and Authority

3.1.1 The Employer shall appoint the Project Manager who shall carry out the duties assigned to him in the Contract. The Project Manager's staff shall include suitably qualified architects, engineers, quantity surveyors and other professionals who are competent to carry out these duties.

3.1.2 The Project Manager shall have no authority to amend the Contract.

3.1.3 The Project Manager may exercise the authority attributable to the Project Manager as specified in or necessarily to be implied from the Contract. If the Project Manager is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the SCC. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Project Manager.

3.1.4 However, whenever the Project Manager exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

3.1.5 Except as otherwise stated in these Conditions:

(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall be deemed to act for the Employer;

(b) the Project Manager has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Project Manager (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non- compliances.

(d) Any act by the Project Manager in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

3.1.6 The Project Manager shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:

(a) Sub-Clause 4.12: Agreeing or determining an extension of time and/or additional cost.

(b) Sub-Clause 13.1: Instructing a Variation, except in an emergency situation as determined by the Project Manager.

(c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.

(d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

(e) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Project Manager, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Project Manager, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Project Manager. The Project Manager shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

3.2. The Project Manager's Representative	**3.2.1**	The Project Manager may appoint a Project Manager's Representative and delegate to him/her in accordance with Sub-Clause 3.3 [Delegation by the Project Manager] the authority necessary to act on the Project Manager's behalf at the Site, except to replace the Project Manager's Representative.
	3.2.2	The Project Manager's Representative (if appointed) shall comply with Sub-Clause 3.1 [Project Manager's Appointment, Duties and Authority] and shall be based at the Site for the whole time that the Works are being executed at the Site. If the Project Managers' Representative is to be temporarily absent from the Site during the execution of the Works, an equivalently qualified, experienced and competent replacement shall be appointed by the Project Manager, and the Contractor shall be given a Notice of such replacement
	3.2.3	The Project Manager shall obtain the consent of the Employer before appointing or replacing an Project Managers' Representative
3.3 Delegation by the Project Manager	**3.3.1**	The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident Project Manager, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.
	3.3.2	However, unless otherwise agreed by both Parties, the Project Manager shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.6 [Determinations].
	3.3.3	Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. [Variations and Adjustments] shall apply.
	3.3.4	Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Project Manager. However: (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Project Manager to reject the work, Plant or Materials; (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Project Manager, who shall promptly confirm, reverse or vary the determination or instruction.
3.4 Instructions of the Project Manager	**3.4.1**	The Project Manager may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Project Manager, or from an assistant to

		whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Project Manager or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Project Manager or a delegated assistant: (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Project Manager or delegated assistant (as the case may be).
3.5 Replacement of the Project Manager	**3.5.1**	Notwithstanding Sub-Clause 3.1, if the Employer intends to replace the Project Manager, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Project Manager. If the Contractor considers the intended replacement Project Manager to be unsuitable, he has the right to raise reasonable objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.
3.6 Determinations	**3.6.1**	Whenever these Conditions provide that the Project Manager shall proceed in accordance with this Sub Clause 3.5 to agree or determine any matter, the Project Manager shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Manager shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.
	3.6.2	The Project Manager shall give notice to both Parties of each agreement or determination, with supporting particulars within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration]

4. THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Project Manager 's instructions, and shall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor;
(i) shall be responsible for all Contractor 's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and
(ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.

4.1.6 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project Manager gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Tender and agreed as part of the Contract.

4.1.7 The Contractor shall submit, to the Project Manager for Review and approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for Review.

4.1.8 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the SCC:
(a) the Contractor shall submit to the Project Manager the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
(b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Project

Manager to add to the Drawings for co[1]ordination of each Party‘s designs;

(c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and

(d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Project Manager the as-built documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Project Manager

4.2 Performance Security and ES Performance Security

4.2.1 The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor‘s ES obligations, in the amounts stated in the SCC and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the SCC, this Sub-Clause shall not apply.

4.2.2 The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Project Manager. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the SCC, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the SCC, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer

4.2.3 The Contractor shall ensure that the Performance Security and, if applicable, an ES Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security and, if applicable, an ES Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and, if applicable, an ES Performance Security until the Works have been completed and any defects have been remedied.

4.2.4 The Employer shall not make a claim under the Performance Security and, if applicable, an ES Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security and, if applicable, an ES Performance Security to the extent to which the Employer was not entitled to make the claim.

4.2.5 The Employer shall return the Performance Security and, if applicable, an ES Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

4.2.6 Without limitation to the provisions of the rest of this Sub Clause, whenever the Project Manager determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of cumulative Variations amounting to more than 10 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Project Manager's request promptly increase, or

may decrease, as the case may be, the value of the Performance Security and, if applicable, an ES Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

4.3.2 Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Project Manager for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

4.3.3 The Contractor shall not, without the prior consent of the Project Manager, revoke the appointment of the Contractor's Representative or appoint a replacement.

4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Project Manager's prior consent, and the Project Manager shall be notified accordingly.

4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.4 [Instructions of the Project Manager].

4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Project Manager has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Project Manager.

4.4 Sub Contractors

4.4.1 The Contractor shall not subcontract the whole of the Works.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the SCC:

(a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;

(b) the prior consent of the Project Manager shall be obtained to other proposed Subcontractors;

(c) the Contractor shall give the Project Manager not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and

(d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

	4.4.3	The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.13 [Confidential Details] apply equally to each Subcontractor.
	4.4.4	Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.
4.5 Assignment of Benefit of Subcontract	**4.5.1**	If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Project Manager, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.
4.6 Co-operation	**4.6.1**	The Contractor shall, as specified in the Contract or as instructed by the Project Manager, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
	4.6.2	Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor
	4.6.3	If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Project Manager in the time and manner stated in the Specification.
4.7 Setting Out	**4.7.1**	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Project Manager. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
	4.7.2	The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
	4.7.3	If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
	4.7.4	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.
4.8 Safety Procedures	**4.8.1**	The Contractor shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of

unnecessary obstruction so as to avoid danger to these persons,

(d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and

(e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Project Manager shall be entitled to audit any aspect of the system.

4.9.2 Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Project Manager, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

4.9.3 Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub- surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

(a) the form and nature of the Site, including sub- surface conditions,

(b) the hydrological and climatic conditions,

(c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,

(d) the Laws, procedures and labour practices of the Country, and

(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:

(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and

(b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the

proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Project Manager as soon as practicable. This notice shall describe the physical conditions, so that they can be inspected by the Project Manager, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Project Manager may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.3 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

4.12.4 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub- paragraphs (a) and (b) above related to this extent.

4.12.5 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Project Manager may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Project Manager may proceed in accordance with Sub- Clause 3.6 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.6 The Project Manager shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence

4.13 Rights of Way and Facilities

4.13.1 Unless otherwise specified in the Contract, the Employer shall provide access to and possession of the Site including special and/or temporary

rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Work

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:
(a) the convenience of the public, or
(b) (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

4.14.2 The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:
(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
(b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
(d) the Employer does not guarantee the suitability or availability of particular access routes; and
(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Project Manager. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.16 Transport of Goods

4.16.1 Unless otherwise stated in the SCC:
(a) the Contractor shall give the Project Manager not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

4.17.1 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for.

4.18 Protection of the Environment

4.18.1 The Contractor shall take all necessary measures to:
(a) protect the environment (both on and off the Site); and
(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

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

by applicable Laws.

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

4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

4.20.1 The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

(a) the Employer shall be responsible for the Employer's Equipment, except that

(b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.2 The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20.3 The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

4.20.4 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection

4.21 Progress Reports

4.21.1 Unless otherwise stated in the SCC, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

4.21.3 Each report shall include:

(a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
(b) photographs showing the status of manufacture and of progress on the Site;
(c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site;
(d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
(e) copies of quality assurance documents, test results and certificates of Materials;
(f) list of notices given under Sub-Clause 2.4 [Employer's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];
(g) the Environmental and Social (ES) metrics set out in Appendix A; and comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.21.4 In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.21.3 the Contractor shall inform the Project Manager immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

4.21.5 The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager. The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-Clause

4.22 Security of the Site

4.22.1 The Contractor shall be responsible for the security of the Site, and:
(a) for keeping unauthorized persons off the Site;
(b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

4.22.2 Subject to Sub-Clause 4.1 [Contractor's General Obligations], the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.

4.22.3 The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

4.22.4 The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

4.22.5 In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional are as which may be obtained by the Contractor and agreed by the Project Manager as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Project Manager, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

4.24.3 After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Sub contractor"

5.1.1 In the Contract, "nominated Subcontractor" means a Subcontractor:
(a) who is stated in the Contract as being a nominated Subcontractor, or
(b) whom the Project Manager, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

5.2.1 The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars.

5.2.2 An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:
(a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
(b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
(c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall: (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract; (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities; and (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

5.3.1 The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Project Manager certifies to be due in accordance with the subcontract.

5.3.2 These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Project Manager may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

5.4.2 Unless the Contractor:
(a) submits this reasonable evidence to the Project Manager, or
(b) satisfies the Project Manager in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and submits to the Project Manager reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the

amount which the nominated Subcontractor was directly paid by the Employer.

6. STAFF AND LABOUR

6.1 Engagement of Staff and Labour

6.1.1 Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

6.1.2 The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within Tanzania.

6.2 Rates of Wages and Conditions of Labour

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

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

6.3 Persons in the Service of Employer

6.3.1 The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 Labour Laws

6.4.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

6.4.2 The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

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

(a) otherwise stated in the Contract,

(b) the Project Manager gives consent, or

(c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

6.5.2 The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification.

6.6 Facilities for Staff and Labour

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

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

6.7 Health and Safety

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

6.7.2 Subject to Sub-Clause 6.7.1, the Contractor shall submit to the Project

Manager for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works

6.7.3 The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual shall set out all the health and safety requirements under the Contract, which shall include at a minimum:

(a) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

(b) details of the training to be provided, records to be kept;

(c) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

(d) the measures to be taken to avoid or minimize the potential for community exposure to water- borne, water-based, water-related, and vector- borne diseases,

(e) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;

(f) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6.1; and any other requirements stated in the Specification.

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

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

6.7.6 The Contractor shall conduct a COVID-19 and an HIV- AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the COVID-19 and HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.7.7 The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and Consultants'

employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

6.7.8 The Contractor shall include in the program to be submitted for the execution of the Works under Sub- Clause 8.3 an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose

6.8 Contractor's Superintendence

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

6.9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

(a) persists in any misconduct or lack of care;
(b) carries out duties incompetently or negligently;
(c) fails to comply with any provision of the Contract;
(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Persons in the Service of Employer];
(g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

6.9.3 If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub- Clause 4.3 [Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply. Subject to the requirements in

		Sub-Clause 4.3 [Contractor‘s Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d),(e) or (g) above or has been recruited as stated in (f) above.”
6.10 Records of Contractor’s Personnel and Equipment	**6.10.1**	The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor’s Personnel and of each type of Contractor’s Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Project Manager, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking- Over Certificate for the Works.
6.11 Disorderly Conduct	**6.11.1**	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.12 Key Personnel	**6.12.1**	The Contractor shall, if specified in the Employer’s Requirements, appoint the natural persons named in the Tender to the positions of Key Personnel, If not so named, or if an appointed person fails to act in the relevant position of Key Personnel, the Contractor shall submit to the Project Manager for consent the name and particulars of another person the Contractor proposes to appoint to such position. If consent is withheld or if the Project Manager does not respond within 14 days after receiving any such submission, by giving a Notice stating his/her objection to the appointment of such person (or replacement) with reasons, the Project Manager shall be deemed to have given his/her consent.
	6.12.2	The Contractor shall not, without the Project Manager’s prior consent, revoke the appointment of any of the Key Personnel or appoint a replacement (unless the person is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Project Manager gives his/her consent to this replacement, or another replacement is appointed, under this Sub-Clause).
	6.12.3	All Key Personnel shall be based at the Site (or, where Works are being executed off the Site, at the location of the Works) for the whole time that the Works are being executed. If any of the Key Personnel is to be temporarily absent during execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Project Manager’s prior consent.
	6.12.4	All Key Personnel shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Project Manager.
6.13 Foreign Personnel	**6.13.1**	The Contractor may bring in to the country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.
	6.13.2	The Contractor shall be responsible for the return of these personnel to

		the place where they were recruited or to their domicile. In the event of the death in Tanzania of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
6.14 Supply of Food stuffs and Water	**6.14.1**	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
	6.14.2	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.15 Measures against Insect and Pest Nuisance	**6.15.1**	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
6.16 Alcoholic Liquor or Drugs	**6.16.1**	The Contractor shall not, otherwise than in accordance with the Laws of Tanzania, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel.
6.17 Arms and Ammunition	**6.17.1**	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.18 Festivals and Religious Customs	**6.18.1**	The Contractor shall respect Tanzania's recognized festivals, days of rest and religious or other customs.
6.19 Funeral Arrangements	**6.19.1**	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
6.20 Prohibition of Forced or Compulsory Labour	**6.20.1**	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
	6.20.2	No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
6.21 Prohibition of Harmful Child Labour	**6.21.1**	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the Laws of Tanzania specifies a higher age (the minimum age). The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
	6.21.2	The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's consent. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.
	6.21.3	Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;
(b) underground, underwater, working at heights or in confined spaces;
(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

6.22 Employment Records of Workers

6.22.1 The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Project Manager, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.23 Workers' Organisations

6.23.1 In accordance with Tanzania's labour laws which recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.

6.23.2 Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

6.24 Non- Discrimination and Equal Opportunity

6.24.1 The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

6.25 Contractor's Personnel Grievance Mechanism

6.25.1 The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC 6.23, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

	6.25.2	The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.
	6.25.3	The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.
	6.25.4	The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.
6.26 Training of Contractor's Personnel	**6.26.1**	The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training. As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel. The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution	**7.1.1**	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
7.2 Samples	**7.2.1**	The Contractor shall submit the following samples of Materials, and relevant information, to the Project Manager for consent prior to using the Materials in or for the Works: (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) additional samples instructed by the Project Manager as a Variation. (c) Each sample shall be labelled as to origin and intended use in the Works.
7.3 Inspection	**7.3.1**	The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.
	7.3.2	The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
	7.3.3	The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Project Manager does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
7.4 Testing	**7.4.1**	This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).
	7.4.2	Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Project Manager, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
	7.4.3	The Project Manager may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
	7.4.5	The Project Manager shall give the Contractor not less than 24 hours' notice of the Project Manager's intention to attend the tests. If the Project

		Manager does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Project Manager, and the tests shall then be deemed to have been made in the Project Manager's presence.
	7.4.6	If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
	7.4.7	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	7.4.8	The Contractor shall promptly forward to the Project Manager duly certified reports of the tests. When the specified tests have been passed, the Project Manager shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Project Manager has not attended the tests, he shall be deemed to have accepted the readings as accurate.
7.5 Rejection	**7.5.1**	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
	7.5.2	If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer.
7.6 Remedial Work	**7.6.1**	Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
	7.6.2	The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
	7.6.3	If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer all costs arising from this failure.
7.7 Ownership of Plant and Materials	**7.7.1**	Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of Tanzania, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is incorporated in the Works; (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties	**7.8.1**	Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for: (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except otherwise specified in the SCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

(a) except if otherwise specified in the SCC, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 1.14.1 [Compliance with Laws] as required for the commencement of the Works; and

(b) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the above said Project Manager's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Clause 16.2 [Termination by Contractor].

8.1.2 Subject to Clause 4.1.7 on the Management Strategies and Implementation Plans and the C-ESMP, Sub- Clause6.7.2 on the health and safety manual and Sub- Clause 4.22.2 on the security management plan, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay

8.2 Time for Completion

8.2.1 The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

(a) achieving the passing of the Tests on Completion, and

(b) Completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Project Manager within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

(b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

(c) the sequence and timing of inspections and tests specified in the Contract, and

(d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Project Manager, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under

the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Project Manager of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

8.3.4 If, at any time, the Project Manager gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Project Manager in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking-Over of the Works and Sections] is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,

(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.

8.4.2 If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Project Manager in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Project Manager shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

8.5.1 If the following conditions apply, namely:

(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Tanzania,

(b) these authorities delay or disrupt the Contractor's work, and

(c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at any time:

(a) actual progress is too slow to complete within the Time for Completion, and/or

(b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Project Manager may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

8.6.2 Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or

		Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.
	8.6.3	Additional costs of revised methods, including acceleration measures, instructed by the Project Manager to reduce delays resulting from causes listed under Sub- Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.
8.7 Delay Damages	**8.7.1**	If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall be subject to notice under Sub-Clause 2.4 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the SCC, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub- Clause shall not exceed the maximum amount of delay damages (if any) stated in the SCC.
	8.7.2	These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract
8.8 Suspension of Work	**8.8.1**	The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	8.8.2	The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.
8.9 Consequences of Suspension	**8.9.1**	If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price.
	8.9.2	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	8.9.3	The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].
8.10 Payment for Plant and Materials in Event of Suspension	**8.10.1**	The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if: (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Project Manager's instructions.

8.11 Prolonged Suspension **8.11.1** If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Project Manager's permission to proceed. If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work **8.12.1** After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Project Manager an instruction to this effect under Clause 13 [Variations and Adjustments].

9. TESTS ON COMPLETION

9.1 Contractor's Obligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

9.1.2 The Contractor shall give to the Project Manager not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Project Manager shall instruct.

9.1.3 In considering the results of the Tests on Completion, the Project Manager shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Project Manager.

9.2 Delayed Tests

9.2.1 If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Project Manager may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Project Manager.

9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting

9.3.1 If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Project Manager shall be entitled to:

(a) order further repetition of Tests on Completion under Sub-Clause 9.3; if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or

(b) issue a Taking-Over Certificate, if the Employer so requests.

9.4.2 In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations].

10. EMPLOYER'S TAKING OVER

10.1 Taking Over of the Works and Sections

10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for

Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

10.1.2 The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

10.1.3 The Project Manager shall, within 28 days after receiving the Contractor's application:

(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to

(c) enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

10.1.4 If the Project Manager fails either to issue the Taking- Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially completed in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

10.2.1 The Project Manager may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

10.2.2 The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

(a) the part which is used shall be deemed to have been taken over as from the date on which it is used,

(b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and

(c) (c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part.

10.2.3 After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

10.2.4 If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Project Manager and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine this Cost and profit.

10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the

value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

10.3.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

10.3.2 The Project Manager shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Project Manager shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

10.3.4 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

10.4.1 Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

(a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Project Manager, and

(b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

11.2 Cost of Remedying Defects

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

(a) any design for which the Contractor is responsible,

(b) Plant, Materials or workmanship not being in accordance with the Contract, or

(c) failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

11.3.1 The Employer shall be entitled subject to Sub-Clause 2.4 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):

(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub- Clause 2.4 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;

(b) require the Project Manager to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.6 [Determinations]; or

(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part

which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work	**11.5.1**	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
11.6 Further Tests	**11.6.1**	If the work of remedying of any defect or damage may affect the performance of the Works, the Project Manager may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.
	11.6.2	These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under GCC 11.2 [Cost of Remedying Defects], for the cost of the remedial work.
11.7 Right of Access after Taking Over	**11.7.1**	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
11.8 Contractor to Search	**11.8.1**	The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Project Manager in accordance with Sub-Clause 3.6 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	**11.9.1**	Performance of the Contractor's obligations shall not be considered to have been completed until the Project Manager has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.
	11.9.2	The Project Manager shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.
	11.9.3	Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.10 Unfulfilled Obligations	**11.10.1**	After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.11 Clearance of Site	**11.11.1**	Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
	11.11.2	If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site
	11.11.3	Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

12. MEASUREMENT AND EVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement at Completion], and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract. Whenever the Project Manager requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

(a) promptly either attend or send another qualified representative to assist the Project Manager in making the measurement, and

(b) supply any particulars requested by the Project Manager.

12.1.2 If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Project Manager shall be accepted as accurate.

12.1.3 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Project Manager. The Contractor shall, as and when requested, attend to examine and agree the records with the Project Manager, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.4 If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Project Manager of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Project Manager shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Project Manager within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

12.2.1 Except as otherwise stated in the Contract and notwithstanding local practice:

(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and

(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

12.3.1 Except as otherwise stated in the Contract, the Project Manager shall proceed in accordance with Sub-Clause3.6 [Determinations] to agree or determine the Contract rice by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

12.3.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.

12.3.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

12.3.4 However, a new rate or price shall be appropriate for an item of work if:

(a) (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule, (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount, (iii)this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and (iv) this item is not specified in the Contract as a "fixed rate item";

(b) (i) the work is instructed under Clause 13 [Variations and Adjustments], (ii) no rate or price is specified in the Contract for

this item, and (iii)no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

12.3.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Project Manager shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned Works commences.

12.4 Omissions

12.4.1 Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

(a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;

(b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and

(c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Project Manager accordingly, with supporting particulars. Upon receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

13.1.1 Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Project Manager shall cancel, confirm or vary the instruction.

13.1.3 Each Variation may include:

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),

(b) changes to the quality and other characteristics of any item of work,

(c) changes to the levels, positions and/or dimensions of any part of the Works,

(d) omission of any work unless it is to be carried out by others,

(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or

(f) changes to the sequence or timing of the execution of the Works.

13.1.4 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Project Manager instructs or approves a Variation.

13.2 Value Engineering

13.2.1 The Contractor may, at any time, submit to the Project Manager a written proposal which (in the Contractor‘s opinion) will, if adopted,

(i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

13.2.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub Clause 13.3 [Variation Procedure].

13.2.3 If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

(a) the Contractor shall design this part, sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor‘s General Obligations] shall apply, and

(b) if this change results in a reduction in the contract value of this part, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts: (i) such reduction in contract value, resulting from the change, excluding adjustments under Sub Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies. However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

13.3.1 If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) the Contractor‘s proposal for any necessary modifications to the programme according to Sub[1]Clause 8.3 [Programme] and to the Time for Completion, and (c) the Contractor‘s proposal for evaluation of the Variation.

13.3.2 The Project Manager shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

13.3.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Project Manager to the Contractor, who shall acknowledge receipt

13.3.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Project Manager instructs or approves otherwise in accordance with this Clause.

13.4 Payment in Applicable Currencies

13.4.1 If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 Provisional Sums

13.5.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager‘s instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed. For each Provisional Sum, the Project Manager may instruct:

(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

(b) Plant, Materials or services to be purchased by the Contractor, from

a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price: (i) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the SCC shall be applied.

13.5.2 The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.5.3 The Provisional Sum shall be used to cover the Employer's share of the DARB members‘ fees and expenses, in accordance with Clause 20. No prior instruction of the Project Manager shall be required with respect to the work of the DARB. The Contractor shall submit the DARB members‘ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment Certificates]

13.6 Daywork

13.6.1 For work of a minor or incidental nature, the Project Manager may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

13.6.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.6.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day’s work:

(a) the names, occupations and time of Contractor’s Personnel,

(b) the identification, type and time of Contractor’s Equipment and Temporary Works, and

(c) the quantities and types of Plant and Materials used.

13.6.4 One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

13.7.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Tanzania (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.7.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

13.7.3 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or

determine these matters.

13.7.4 Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8.

13.8 Adjustments for Changes in Cost

13.8.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

13.8.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

13.8.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from 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 of the following general type:

Pn = a + bLn/Lo + cEn/Eo+ dMn/Mo +……

where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the SCC ;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d", … are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

"Ln", "En", "Mn", … are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 30 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", … are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

If the currency in which the Contract Price P0 is expressed is different from the currency of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price.

The correction factor shall be: Z0/Zn, where:

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

"Lo", "Eo", "Mo", … are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

13.8.4 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not

correspond to the base cost indices.

13.8.5 In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of Tanzania, of this relevant currency on the above date for which the index is required to be applicable.

13.8.6 Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

13.8.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer.

13.8.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14. Contract Price and Payment

14.1 The Contract Price

14.1.1 Unless otherwise stated in the **SCC**:

(a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;

(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

(c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and

(d) the Contractor shall submit to the Project Manager, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Project Manager may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

14.2 Advance Payment

14.2.1 The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **SCC**.

14.2.2 Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the **SCC**, this Sub-Clause shall not apply.

14.2.3 The Project Manager shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the **SCC** or in another form approved by the Employer.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in the **SCC**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Project Manager in accordance with Sub- Clause 14.6 [Issue of Interim Payment Certificates], as follows:

(a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount Less Provisional Sums; and

(b) deductions shall be made at the amortisation rate stated in the **SCC** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment

has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 per cent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement in six copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub- Clause 4.21 [Progress Reports].

14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];

c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the **SCC** to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the **SCC**;

d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];

e) any amounts to be added and deducted for Plant and Materials in accordance with Sub- Clause 14.5 [Plant and Materials intended for the Works];

f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and

g) (g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

14.4.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

(a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub- Clause 14.3 [Application for Interim Payment Certificates];

(b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and

(c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Project Manager may proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non- binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph(e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub- Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the **SCC**, this Sub-Clause shall not apply. The Project Manager shall determine and certify each addition if the following conditions are satisfied:

(a) the Contractor has:

(i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and

(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence; and either:

(b) the relevant Plant and Materials:

(i) are those listed in the Schedules for payment when shipped,

(ii) have been shipped to Tanzania, en route to the Site, in accordance with the Contract; and

(iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Project Manager together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub- Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or

(c) the relevant Plant and Materials: (i) are those listed in the Schedules for payment when delivered to the Site, and have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the

Contract.

14.5.3 The additional amount to be certified shall be the equivalent of eighty percent of the Project Manager's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.4 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Project Manager shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Project Manager fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Project Manager on the Statement.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Project Manager shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the **SCC**. In this event, the Project Manager shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

(a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

(b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Project Manager, the value of this work or obligation may be withheld until the work or obligation has been performed.

(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed.

Failure to perform includes, but is not limited to the following: (i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or

inefficient combustion; (ii)failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s, or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s)."

	14.6.4	The Project Manager may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Project Manager's acceptance, approval, consent or satisfaction.
14.7 Payment	**14.7.1**	The Employer shall pay to the Contractor: (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub- Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], whichever is later; (b) the amount certified in each Interim Payment Certificate within 56 days after the Project Manager receives the Statement and supporting documents, and (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate
	14.7.2	Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.
14.8 Delayed Payment	**14.8.1**	If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub- Clause 14.7 [Payment], irrespective (in the case of its sub- paragraph (b)) of the date on which any Interim Payment Certificate is issued.
	14.8.2	Unless otherwise stated in the **SCC**, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.
	14.8.3	The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.
14.9 Payment of Retention Money	**14.9.1**	When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Project Manager for payment to the Contractor.

14.9.2 If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.3 Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Project Manager for payment to the Contractor. If a Taking- Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.4 However, if any work remains to be executed under Clause 11 [Defects Liability], the Project Manager shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.5 When calculating these proportions, no account shall be taken of any adjustments under Sub- Clause 13.7 [Adjustments for Changes in Legislation] and Sub- Clause 13.8 [Adjustments for Changes in Cost].

14.9.6 When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2.
On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

14.9.7 If the Performance Security and, if applicable, an ES Performance Security required under Sub- Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security

14.10 Statement at Completion

14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Project Manager six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

(a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,

(b) any further sums which the Contractor considers to be due, and

(c) an estimate of any other amounts which the Contractor considers will

become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Project Manager shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Project Manager, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Project Manager:

(a) the value of all work done in accordance with the Contract, and

(b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

14.11.2 If the Project Manager disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Project Manager may reasonably require within 28 days from receipt of the said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Project Manager the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Project Manager and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Project Manager shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Project Manager) a Final Statement.

14.12 Discharge

14.12.1 When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 28 days after receiving the Final Statement and discharge in accordance with Sub- Clause 14.11 [Application for Final Payment Certificate] and Sub- Clause 14.12 [Discharge], the Project Manager shall deliver to the Employer and to the Contractor, the Final Payment Certificate which shall state:

(a) the amount which he fairly determines is finally due, and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub- Clause 14.11 [Application for Final Payment

Certificate] and Sub- Clause 14.12 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Employer's Liability

14.14.1 The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

(a) in the Final Statement and also

(b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 Currencies of Payment

14.15.1 The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

(a) if the Accepted Contract Amount was expressed in Local Currency only: (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties; (ii) payments and deductions under Sub- Clause13.5 [Provisional Sums] and Sub-Clause13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and (iii) other payments and deductions under sub- paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;

(b) payment of the damages specified in the **SCC**, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;

(c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;

(d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and

(e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of Tanzania.

16. Suspension and Termination by Contractor

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Project Manager fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 Notwithstanding the above, if the Government has suspended disbursements, which finances in whole or in part the execution of the Works, and no alternative funds are available, the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Employer having received the suspension notification from the Government.

16.1.3 The Contractor's action shall not prejudice his entitlements to financing charges under Sub- Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.4 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.5 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub- Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.1.6 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

16.2.1 The Contractor shall be entitled to terminate the Contract if:

(a) the Project Manager fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,

(b) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub- Clause 2.4 [Employer's Claims]),

(c) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,

(d) the Employer fails to comply with Sub-Clause1.7 [Assignment],

(e) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or

(f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

(g) In the event the Government suspends the funds from which part of the payments to the Contractor are being made, if the Contractor has

not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 for payments under Interim Payment certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], immediately take one or both of the following actions, namely (i) suspend work or reduce the rate of work, and (ii) terminate his employment under the Contract by giving notice to the Employer, with a copy to the Project Manager, such termination to take effect 14 days after the giving of the notice.

(h) the Contractor does not receive the Project Manager's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

16.2.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub- paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.2.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

16.3 Cessation of Work and Removal of Contractor's Equipment

16.3.1 After a notice of termination under Sub-Clause15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub- Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

(a) cease all further work, except for such work as may have been instructed by the Project Manager for the protection of life or property or for the safety of the Works,

(b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and

(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

16.4.1 After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

(a) return the Performance Security to the Contractor,

(b) pay the Contractor in accordance with Sub- Clause 19.6 [Optional Termination, Payment and Release], and

(c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. Risk and Responsibility

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and

(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

17.2.2 After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub- Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has

been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Employer's Risks

17.3.1 The risks referred to in Sub-Clause 17.4 below, insofar as they directly affect the execution of the Works in the Country, are:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,

(c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity,

(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

(f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,

(g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and

(h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

17.4 Consequences of Employer's Risks

17.4.1 If and to the extent that any of the risks listed in Sub- Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Project Manager and shall rectify this loss or damage to the extent required by the Employer

17.4.2 If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.

17.4.3 After receiving this further notice, the Project Manager shall proceed in accordance with Sub- Clause 3.6 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

17.5.1 In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

17.5.2 Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

17.5.3 The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

(a) an unavoidable result of the Contractor's compliance with the Contract, or

(b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to

the Base Date or is stated in the Contract.

	17.5.4	The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
	17.5.5	If a Party is entitled to be indemnified under this Sub- Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
17.6 Limitation of Liability	**17.6.1**	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub- Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer's Risks] and Sub-Clause17.5 [Intellectual and Industrial Property Rights].
	17.6.2	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub- Clause 4.19 [Electricity, Water and Gas], Sub-Clause4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the **SCC**, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.
	17.6.3	This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.
17.7 Use of Employer's Accommodation/Facilities	**17.7.1**	The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
	17.7.2	If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Project Manager.

18. Insurance

18.1 General Requirements for	**18.1.1**	In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified

in the relevant Sub- Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause,
(i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in the **SCC** (calculated from the Commencement Date), submit to the other Party:
(a) evidence that the insurances described in this Clause have been effected, and
(b) (b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Project Manager.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall

pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.10 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party

18.1.11 Payments by one Party to the other Party shall be subject to Sub-Clause 2.4 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

18.1.12 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

18.2.1 The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub- paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking- Over Certificate for the Works.

18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

18.2.4 Unless otherwise stated in the **SCC**, insurances under this Sub-Clause:

(a) shall be effected and maintained by the Contractor as insuring Party,

(b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

(c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],

(d) shall also cover, to the extent specifically required in the Tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the **SCC** (if an amount is not so stated, this sub- paragraph

(e) shall not apply), and

(f) may however exclude loss of, damage to, and reinstatement of:

(g) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub- paragraph (ii) below),

(h) a part of the Works which is lost or damaged in order to reinstate any

other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

(i) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

(j) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.4 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in the **SCC**, with no limit on the number of occurrences. If an amount is not stated in the **SCC**, this Sub-Clause shall not apply.

18.3.3 Unless otherwise stated in the **SCC**, the insurances specified in this Sub-Clause:

(a) shall be effected and maintained by the Contractors insuring Party,

(b) shall be in the joint names of the Parties,

(c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and

(d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in Sub-Clause17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

18.4.2 The insurance shall cover the Employer and the Project Manager against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. Force Majeure

19.1 Definition of Force Majeure

19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
(a) which is beyond a Party's control,
(b) which such Party could not reasonably have provided against before entering into the Contract,
(c) which, having arisen, such Party could not reasonably have avoided or overcome, and
(d) which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v)natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

19.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

19.3.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

19.3.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub- Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b)if the event or circumstance is of the kind described in sub-paragraphs (I) to (iv) of Sub-Clause 19.1[Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works

and Contractor's Equipment].

19.4.2 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

19.5.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non- performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub- Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

19.6.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:

(a) the amounts payable for any work carried out for which a price is stated in the Contract;

(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

(c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

(e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

19.7.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. Claims, Disputes and Arbitration

20.1 Contractor's Claims

20.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

20.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and

(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

20.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

20.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

20.1.8 Each Payment Certificate shall include such additional payment for any

claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

20.1.9 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer it to the Dispute Avoidance and Resolution Board in accordance with Sub- Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision].

20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Avoidance and Resolution Board

20.2.1 Disputes shall be referred to a DARB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision]. The Parties shall appoint a DARB by the date stated in the **SCC**.

20.2.2 The DARB shall comprise, as stated in the **SCC**, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DARB shall comprise three persons, one of whom shall serve as chairman.

20.2.3 If the Parties have not jointly appointed the DARB 21 days before the date stated in the **SCC** and the DARB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

20.2.4 The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Avoidance and Resolution Board Agreement contained in the **Appendix B** to these General Conditions, with such amendments as are agreed between them.

20.2.5 The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DARB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one- half of this remuneration.

20.2.6 If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

20.2.7 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DARB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

20.3 Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board	20.3.1	If any of the following conditions apply, namely: (a) the Parties fail to agree upon the appointment of the sole member of the DARB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Avoidance and Resolution Board], (b) either Party fails to nominate a member (for approval by the other Party) or fails to approve a member nominated by the other Party, of a DARB of three persons by such date, (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DARB by such date, or (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, then the Appointing Entity or official named in the SCC shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DARB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.
20.4 Obtaining Dispute Avoidance and Resolution Board's Decision	20.4.1	If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DARB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub- Clause.
	20.4.2	For a DARB of three persons, the DARB shall be deemed to have received such reference on the date when it is received by the chairman of the DARB.
	20.4.3	Both Parties shall promptly make available to the DARB all such additional information, further access to the Site, and appropriate facilities, as the DARB may require for the purposes of making a decision on such dispute. The DARB shall be deemed to be not acting as arbitrator(s).
	20.4.4	Within 84 days after receiving such reference, or within such other period as may be proposed by the DARB and approved by both Parties, the DARB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
	20.4.5	If either Party is dissatisfied with the DARB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DARB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.
	20.4.6	In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Avoidance and Resolution Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Avoidance and Resolution Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.
	20.4.7	If the DARB has given its decision as to a matter in dispute to both

		Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DARB's decision, then the decision shall become final and binding upon both Parties.
20.5 Amicable Settlement	20.5.1	Where notice of dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.
20.6 Arbitration	20.6.1	Unless indicated otherwise in the **SCC**, any dispute not settled amicably and in respect of which the DARB's decision (if any) has not become final and binding shall be finally settled by arbitration with proceedings conducted in accordance with an institution whose rules shall be used.
	20.6.2	The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DARB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
	20.6.3	Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DARB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DARB shall be admissible in evidence in the arbitration.
	20.6.4	Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DARB shall not be altered by reason of any arbitration being conducted during the progress of the Works.
20.7 Failure to Comply with Dispute Avoidance and Resolution Board's Decision	20.7.1	In the event that a Party fails to comply with a DARB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub- Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.
20.8 Expiry of Dispute Avoidance and Resolution Board's Appointment	20.8.1	If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DARB in place, whether by reason of the expiry of the DARB's appointment or otherwise: (a) Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] and Sub- Clause 20.5 [Amicable Settlement] shall not apply, and (b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].

APPENDIX A

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

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

Metrics for regular reporting:

a) environmental incidents or non-compliances with contract requirements, includingcontamination, pollution or damage to ground or water supplies;

b) health and safety incidents, accidents, injuries that require treatment and all fatalities;

c) interactions with regulators: identify agency, dates, subjects, outcomes (report thenegative if none);

d) status of all permits and agreements:

*i).*work permits: number required, number received, actions taken for those notreceived;

ii). status of permits and consents:

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

e) health and safety supervision:

i).safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

ii). number of workers, work hours, metric of PPE use(percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f) worker accommodations:

i). number of expats housed in accommodations, number of locals;

ii). date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

iii). actions taken to recommend/require improved conditions, or to improve conditions.

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

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

i) training:

i).number of new workers, number receiving induction training, dates of induction training;

ii). number and dates of toolbox talks, number of workers receiving OccupationalHealth and Safety (OHS), environmental and social training;

iii). number and dates of communicable diseases(including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

iv). number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past),etc.

j) environmental and social supervision:

i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoilare as, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

ii) sociologist: days worked, number of partial and full site inspections(by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.),reports to environmental and/or social specialist /construction/site management.

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

i. Worker grievances;

ii. Community grievances

l) Traffic, road safety and vehicles/equipment:

i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii) traffic and road safety incidents and accidents involving non-project vehicles or property(also reported under immediate metrics):provide date, location, damage, cause, follow-up;

iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safetyand/or environmental performance (to control smoke, etc.).

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

i) dust: number of working bowsers, number of watering /day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control(covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;

ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues ,emergency repairs needed to control erosion/sedimentation;

iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

v) spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

vi) waste management: types and quantities generated and managed, including amount taken offsite(and by whom) or reused/recycled/disposed on-site;

vii) details of tree plantings and other mitigations required undertaken in the reporting period;

viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n) compliance:

i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX B

A General Conditions of Dispute Avoidance and Resolution Board Agreement

1. Definitions	Each "Dispute Avoidance and Resolution Board Agreement" is atripartite agreement by and between: (a) the "Employer"; (b) the "Contractor"; and (c) the "Member" who is defined in the Dispute Avoidance andResolution Board Agreement as being i). the sole member of "Dispute Avoidance and Resolution Board" and, where this is the case, all references to the "Other Members" do not apply, or ii). one of the three persons who are jointly called the "DARB" (or "Dispute Avoidance and Resolution Board") and, where this is the case, the other two persons are called the "Other Members."
	The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Avoidance and Resolution Board Agreement, whichincorporates this Appendix. In the DARB Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.
2. General Provisions	Unless otherwise stated in the DARB Agreement, it shall takeeffect on the latest of the following dates: (a) the Commencement Date defined in the Contract, (b) when the Employer, the Contractor and the Member have each signed the DARB Agreement, or (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a Dispute Avoidance and Resolution Board agreement. This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.
3. Warranties	The Member warrants and agrees that he/she is and shall beimpartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.
	When appointing the Member, the Employer and the Contractorrelied upon the Member's representations that he/she is: (a) experienced in the work which the Contractor is to carry outunder the Contract, (b) experienced in the interpretation of contract documentation,and
	(c) fluent in the language for communications defined in theContract.
4. General Obligations of the Member	The Member shall: (a) have no interest financial or otherwise in the Employer, the Contractor or Project Manager, nor any financial interest in theContract except for payment under the

	DARB Agreement;
	(b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the DARB Agreement;
	(c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the DARB Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
	(d) not, for the duration of the DARB Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
	(e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
	(f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
	(g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the DARB Agreement;
	(h) ensure his/her availability for all site visits and hearings as arenecessary;
	(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received whichshall be maintained in a current working file;
	(j) treat the details of the Contract and all the DARB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
	(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor	The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DARB's activities under the Contract and the DARB Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.
	The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

	(a) be appointed as an arbitrator in any arbitration under theContract; (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.
	The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.
	Whenever the Employer or the Contractor refers a dispute to the DARB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.
6. Payment	The Member shall be paid as follows, in the currency named in theDARB Agreement: (a) a retainer fee per calendar month, which shall be considered as payment in full for: (i) being available on 28 days' notice for all site visits and hearings; (ii) becoming and remaining conversant with all project developments and maintaining relevant files; (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.
	The retainer fee shall be paid with effect from the last day of the calendar month in which the Adjudication Panel Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month inwhich the Member resigns or the DARB Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

(i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on Site visits, hearings or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the DARB Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the DARB Agreement became effective.	
If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the **SCC** shall determine the amount of the fees to be used.	
The Member shall submit invoices for payment of the monthlyretainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.	
The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shallapply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.	
If the Contractor fails to pay to the Member the amount to which he/she is entitled under the DARB Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DARB; and	
	without prejudice to the Employer's rights or remedies. In additionto all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.
	If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.
7. Termination	At any time: (i) the Employer and the Contractor may jointly terminate the DARB Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.
	If the Member fails to comply with the DARB Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.
	If the Employer or the Contractor fails to comply with the DARB Agreement, the

	Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.
	Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.
8. Default of theMember	If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their otherrights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DARBwhich are rendered void or ineffective by the said failure to comply.
	If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non- compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DARB which are rendered void or ineffective by the said failure to comply.
9. Disputes	Any dispute or claim arising out of or in connection with this DARBAgreement, or the breach, termination or invalidity thereof, shall be finally settled by Arbitration.

PROCEDURAL RULES

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

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

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

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

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

(a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and

(b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

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

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

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

(a) establish the procedure to be applied in deciding a dispute,

(b) decide upon the DARB's own jurisdiction, and as to the scope of any dispute referredto it,

(c) conduct any hearing as it thinks fit, not being bound by any rules or procedures otherthan those contained in the Contract and these Rules,

(d) take the initiative in ascertaining the facts and matters required for a decision,

(e) make use of its own specialist knowledge ,if any,

(f) decide upon the payment of financing charges in accordance with the Contract,

(g) decide upon any provisional relief such as interim or conservatory measures, and

(h) open up, review and revise any certificate, decision, determination, instruction,opinion or valuation of the Project Manager, relevant to the dispute.

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

(a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;

(b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

(c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision ,unless:

(i) either the Employer or the Contractor does not agree that they do so, or

(ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

Special Condition of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of the Contract(GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC No.	Conditions	GCC Sub-Clause	Data
1.	Employer‘s name and address	1.1.2	TANZANIA INSTITUTE OF ACCOUNTANCY Box 9522 Dar es Salaam
2	Project Manager‘s name and address	1.1.2	To be known after contract award.
3	Time for Completion	1.1.3	730 days from commencement date.
4.	Defects NotificationPeriod	1.1.3	14 days.
5.	Sections of the Works and Completion date	1.1.5	Not Applicable.
6.	Governing Law	1.4.1	Laws of Tanzania
7.	Address for Communication	1.3.1	Employer: TANZANIA INSTITUTE OF ACCOUNTANCY Box 9522 Dar es Salaam
8.	Ruling language and Language for communication	1.4.2 & 1.4.3	ENGLISH
10.	Other Documents Forming the Contract	1.5.1 (j)	Additional documents forming part of contract: NEGOTIATION MINUTES IF ANY,.
11.	Conditions Precedent	1.7.1	SITE HANDOVER TO THE CONTRACTOR .
12.	The date the Contract shall not come into effect	1.7.2	08/07/2024.
13.	Compliance with the	1.14.1	LAWS OF TANZANIA .

	Laws		
14.	Time for access to the Site	2.1.1	7 days after Commencement Date.
15.	Project Manager‘s Duties and Authority	3.1.3	The Project Manager shall obtain employers approval to exercise authority on the following: SUPERVISON AND APPROVAL FOR ANY PAYMENT RAISED BY THE CONTRACTOR
16.	Contractor‘s General Obligations	4.1.8	The Contractor shall be responsible for his design work as specified in the contract, except for the following; CONTRACTOR SHOULD ADHERE TO THE FOLLOWING; 1. Specifications 2. Quality of Workmanship 3. Time Completion 4. Budget Compliance 5. Effective Communication 6. Compliance with Regulations 7. Problem Solving 8. Customer Satisfaction.
17.	Performance Security	4.2.1	Performance Security type will be in the form of a Performance Security - Bank Guarantee of 10.00 percent of the contract price.
18	Other form of Performance Security	4.2.2	Other form of Performance Security Tender Security - Bank Guarantee
19.	Subcontractors	4.4.2	Responsibility for the acts of subcontractors shall be borne by the Contractor except for the following acts: Not Applicable. Not Applicable.
20.	Responsibility for Transport of Goods	4.16.1	Not Applicable.
21.	Progress Reports	4.21.1	Exceptional requirements on the preparation of progress reports: The Contractor should comply with the following exceptional requirements on the preparation of progress reports; 1. Legal and regulatory compliance during contract execution 2. Adherence to the contractual obligations 3. Adherence to quality and performance metrics of the contract 4. Financial reporting / status on implementation of the contract 5. Risk management strategy 6. Communication with stakeholders 7. Documentation and records

			keeping 8. Weather conditions 9. List of Plants and equipments on site 10. List of materials on site, ordered and delivery schedule 11. Labor force on site(in terms of numbers, skilled and unskilled, gender and age) 12. Environmental, social health and safety 13. Visitor reports .
22.	Normal working hours	6.5.1	1400 hrs local time.
23.	Commencement of Works	8.1.1	14 days.
24.	Site possession Date	8.1.1(a)	TO BE DETERMINED LATER .
25.	Delay damages for the Works	8.7.1& 14.15.1(b)	0.1 percent of the Contract Price per day.
26.	Maximum amount of delay damages	8.7.1	0.15 percent of the final Contract Price.
27.	Provisional Sums	13.5.1.(b)(ii)	0 percent.
28	Adjustments for Changes in Cost	13.8.1	Not Applicable
29	The Contract Price	14.1.1	Not Applicable.
30.	Total advance payment	14.2.1	Advance Payment shall be 10 percent. Timings of Advance payment are: 1.
31.	Form of Advance Payment Guarantee	14.2.3	BANK GUARANTEE.
32.	Repayment of advance payment	14.2.5	8 instalments.
33	Advance payment amortization	14.2.5(b)	0 Percent of the Contract Amount.
34.	Percentage of Retention	14.3.2	10 Percent of Interim Payment Certificate.
35.	Limit of Retention Money	14.3.2	5 Percent of the Accepted Contract Amount.

36.	Plant and Materials	14.5.2(b)(i)	Plant and Materials for payment when shipped en route to the Site Not Applicable.
37.	Minimum Amountof Interim Payment Certificates	14.6.2	400000000 percent of the accepted contract amount.
38	Interest on Delayed Payment	14.8.2	0.1 percent.
39	Currency of Payment Damages	14.15.1(d)	The Tanzanian Shilling.
40	Maximum total liability of the Contractor to the Employer	17.6.2	TZS 7200000000.
41	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	Periods for submission of evidence of insurance : 14 days. Periods for submission of insurance relevant policies : 1 days
42.	Maximum amount of deductibles for insurance of the Employer's risks	18.2.4(d)	TZS 20.00
43.	Minimum amountof third party Insurance	18.3.2	TZS 2.00
44.	Amount sof third party Insurance exemptions	18.3.3	TZS 100000000
45.	Date by which the DARB shall be appointed	20.2.1	To be Known after Award.
46.	DARB composition	20.2.2	Sole DARB
47.	List of proposed members of DARB	20.2.2	One sole Member Shall be mutually agreed upon commencement of work by contractor and Employer members.

48.	Appointment (if not agreed) to be made by Appointing Authority	20.3.1	NATIONAL CONSTRUCTION COUNCIL
49.	Rules of arbitration	20.6.1	TANZANIA INSTITUTE OF ARBITRATO'RS RULE (TiRAB)

SECTION X: CONTRACT FORMS

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

THE UNITED REPUBLIC OF TANZANIA
(PE NAME)

NOTICE OF INTENTION TO AWARD A CONTRACT

Ref: (REFERENCE_NUMBER)

To: (CONTRACTOR'S/SUPPLIER'S NAME AND ADDRESS)

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

Reference is made to the above subject matter.

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

Your tender was not considered for award of the contract due to (REASONS FOR NON RESPONSIVENESS).

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

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

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

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter called the ‘’Contract’’) is made this [day of month] day of [insert a month],[insert a year] between [insert name and address of Employer (hereinafter called the ‘’Employer’’) and [insert name and address of Contractor](hereinafter called the ‘’Contractor’’) of the other part.

[Note: *In the text below, text in brackets is optional; all notes should be deleted in final text. If the Contractor consists of more than one Entity, the above should be partially amended to read as follows:*]

“*[insert the name of “PE”]* (hereinafter called “the Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, *[insert of name of entity]* and *[insert name of entity] and [etc.]* (hereinafter called “the Contractor”) each of which shall be jointly and severally liable to the Employer for all the Contractor’s obligations under this Contract.

WHEREAS,

a) the Employer desires that the Works known as ***[name of the Contract]***.should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

b) the Contractor having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to construct the works on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];

c) the Employer has set aside committed funds towards the cost of the works and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Contractor shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

d) the Employer invited Tenders for the works, viz., [insert brief description of works] and has accepted a Tender by the Contractor for execution of the works in the sum of[insert currency, contract price in words and figures] (hereinafter called “the Contract Price”).

NOWTHEREFORE, the parties hereto hereby 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) Letter of Acceptance;
(ii) Form of Tender;
(iii) Addenda (if any);
(iv) Special Conditions of Contract;
(v) General Conditions of Contract;
(vi) Specification;
(vii) Drawings*;*
(viii) Bills of Quantities;
(ix) Contractor’s Tender; *[Qualification information such as documents such as: evidence of compliance with statutory requirements (TIN,VAT, Business licences, BRELA); financial capability; current commitments; information on average annual construction turnover; information on General construction experience; Information on Specific Construction & Contract Management Experience; Information on Construction Experience in key activities; Information on Specific Experience in managing ES aspects; Information on Proposed Key Personnel; and Information Equipment proposed for the works];*
(x) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of Works and Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: ES Management Strategies and Implementation Plans

Appendix G: Code of Conduct for Contractor's Personnel(ES)

Appendix H:Services and Facilities Provided by the Contractor; and

(xii) Other relevant document(s): [List if any].

3. Inconsideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works 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 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 Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

SIGNED, SEALED ANDDELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY		**THE CONTRACTOR**	
Name: ……		**Name:…….**	
(*Authorized Representative***) (***Authorized Representative***)**			
Designation:	**……**	**Designation:**	**…….**
Signature:	**……**	**Signature:**	**…….**
Date:……		**Date:……**	
WITNESS		**WITNESS**	
Name:	**……**	**Name:**	**…….**
Designation:	**……**	**Designation:**	**…….**
Signature:…….		**Signature:** …….	

PERFORMANCE BANKGUARANTEE [UNCONDITIONAL]

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

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

Beneficiary: *[insert name and address ofEmployer]*

Date: *[insert date]*

PERFORMANCEGUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinaftercalled "the Contractor") has been awarded Contract No. *[insert reference number of the Contract]* dated*[insert date]* 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 isrequired.

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

This guarantee shall expire no laterthan twenty-eight days from the date of issuance of the Taking-OverCertificate, calculated based on a copy of such Certificate which shall beprovided to us, or on the *[insertnumber]* day of *[insert month],[insertyear]*, whichever occurs first. Consequently,any demand for payment under this guarantee must be received by us at thisoffice on or before that date.

[signature(s) of an authorizedrepresentative(s) of the Bank]

[seal of the Bank]

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

PERFORMANCE BOND

*[The **Surety/successful Tenderer** providingthe Bond shall fill in this form in accordance with the instructions indicatedin brackets, if the Employer requires this type of security]*

By this Bond, *[insert name and address of Contractor]* as Principal (hereinaftercalled "the Contractor") and *[insertname, legal title, and address of surety, bonding company, or insurancecompany]* as Surety (hereinafter called "the Surety"), are held and firmlybound unto *[insert name and address ofEmployer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount of Bond] [insert amount ofBond in words]*, for the payment of which sum well and truly to be made inthe 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 thesepresents.

Whereas the Contractor has enteredinto a Contract with the Employer dated the *[insertnumber]* 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 providedfor, are by reference made part hereof and are hereinafter referred to as theContract.

Now, therefore, the Condition of thisObligation is such that, if the Contractor shall promptly and faithfullyperform the said Contract (including any amendments thereto), then thisobligation shall be null and void; otherwise, it shall remain in full force andeffect. Whenever the Contractor shallbe, and declared by the Employer to be, in default under the Contract, theEmployer having performed the Employer's obligations there under, the Suretymay promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance withits terms and conditions; or

(2) obtain a Tender or Tenders from qualifiedTenderers for submission to the Employer for completing the Contract inaccordance with its terms and conditions, and upon determination by theEmployer and the Surety of the lowest responsive Tenderer, arrange for aContract between such Tenderer and Employer and make available as work progresses(even though there should be a default or a succession of defaults under theContract or Contracts of completion arranged under this paragraph) sufficientfunds to pay the cost of completion less the balance of the Contract Price; butnot exceeding, including other costs and damages for which the Surety may beliable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," asused in this paragraph, shall mean the total amount payable by the Employer tothe Contractor under the Contract, less the amount properly paid by theEmployer to the Contractor; or

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

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

Any suit under this Bond must beinstituted before the expiration of one year from the date of issuance of theCertificate of Completion.

No right of action shall accrue onthis Bond to or for the use of any person or corporation other than theEmployer named herein or the heirs, executors, administrators, successors, andassigns of the Employer.

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

Signed by *[insert signature(s) of authorizedrepresentative(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]*

ENVIRONMENTALAND SOCIAL (ES) PERFORMANCE SECURITY

ESDemand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: [*Insert name and address of place of issue,unless indicated in the letterhead]*

We have been informedthat _____ (hereinafter called "the Applicant") hasentered into Contract No. _____ dated _____ with theBeneficiary, for the execution of _____ (hereinafter called"the Contract").

Furthermore, weunderstand that, according to the conditions of the Contract, a performanceguarantee is required.

Atthe request of the Applicant, we as Guarantor, hereby irrevocably undertake topay the Beneficiary any sum or sums not exceeding in total an amount of_____(),[1]such sum being payable in the types and proportions of currencies in which theContract Price is payable, upon receipt by us of the Beneficiary's complyingdemand supported by the Beneficiary's statement, whether in the demand itselfor in a separate signed document accompanying or identifying the demand,stating that the Applicant is in breach of its Environmentaland/or Social, (ES) obligation(s) under theContract, without the Beneficiary needing to prove or to show grounds for yourdemand or the sum specified therein.

Thisguarantee shall expire, no later than the …. Day of ……, 2… [2], and any demandfor payment under it must be received by us at this office indicated above onor before that date.

Yours truly,
Signature and seal:
Name of Bank/Financial Institution:
Address:
Date:

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[1] The Guarantor shall insertan amount representing the percentage of the Accepted Contract Amount specifiedin the Letter of Acceptance, less provisional sums, if any, and denominatedeither in the currency (cies) of the Contract or a freely convertible currencyacceptable to the Beneficiary.

[2] Insert the date twenty-eight days after theexpected completion date as described in CCClause 11.9. The Employer should note that in the event of an extension of thisdate for completion of the Contract, the Employer would need to request anextension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expirationdate established in the guarantee. In preparing this guarantee, the Employermight consider adding the following text to the form, at the end of thepenultimate paragraph: "The Guarantor agrees to a one-time extension of this guaranteefor a period not to exceed [six months] [one year], in response to theBeneficiary's written request for such extension, such request to be presentedto the Guarantor before the expiry of the guarantee."

BANK GUARANTEE FOR ADVANCE PAYMENT

[Bank's Name, and Addressof 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") hasbeen awarded Contract No. *[reference number of the contract]* dated_____ with you, for the execution of [*name of contract and briefdescription of Works]* (hereinafter called "the Contract").

Furthermore, we understandthat, according to the conditions of the Contract, an advance payment in thesum *[amount in figures]* () *[amount in words]* is to be madeagainst an advance payment guarantee.

At the request of theContractor, we *[name of Bank]* hereby irrevocably undertake to pay youany 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 writingaccompanied by a written statement stating that the Contractor is in breach ofits obligation under the Contract because the Contractor used the advancepayment for purposes other than the costs of mobilization in respect of theWorks.

It is a condition for anyclaim and payment under this guarantee to be made that the advance paymentreferred to above must have been received by the Contractor on its accountnumber _____ at _____ *[name and address of Bank]*.

The maximum amount of thisguarantee shall be progressively reduced by the amount of the advance paymentrepaid by the Contractor as indicated in copies of interim statements orpayment certificates which shall be presented to us. This guarantee shallexpire, at the latest, upon our receipt of a copy of the interim paymentcertificate indicating that eighty (80) percent of the Contract Price has beencertified for payment, or on the ___ day of _____, 2___, whichever isearlier. Consequently, any demand for payment under this guarantee mustbe received by us at this office on or before that date.

Yours truly,
Signature and seal:
Name of Bank/Financial Institution:
Address:
Date:

RETENTION MONEY SECURITY

Demand Guarantee

_____*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____*[Insert date of issue]*

RETENTION MONEYGUARANTEE No.: *[Insertguarantee reference number]*

Guarantor: [*Insert name and address of place of issue, unlessindicated in the letterhead]*

Wehave been informed that _____ *[insertname of Contractor, which in the case of a joint venture shall be the name ofthe joint venture]* (hereinafter called "the Applicant") hasentered into Contract No. _____ *[insertreference number of the contract]*dated _____ with the Beneficiary,for the execution of _____ *[insertname of contract and brief description of* Works*]*(hereinafter called "the Contract").

Furthermore,we understand that, according to the conditions of the Contract, theBeneficiary retains moneys up to the limit set forth in the Contract ("theRetention Money"), and that when the Taking-Over Certificate has been issuedunder the Contract and the first half of the Retention Money has been certifiedfor payment, payment of *[insert]* the second half of the Retention Money *orif the amount guaranteed under the Performance Guarantee when the Taking-OverCertificate is issued is less than half of the Retention Money,* the differencebetween half of the Retention Money and the amount guaranteed under thePerformance Security and, if required, the ESPerformance Security is to be made against a Retention Money guarantee.

Atthe request of the Applicant, we, as Guarantor, hereby irrevocably undertake topay the Beneficiary any sum or sums not exceeding in total an amount of_____ *[insert amount in figures]*() *[amount in words]*[1] upon receiptby us of the Beneficiary's complying demand supported by the Beneficiary'sstatement, whether in the demand itself or in a separate signed documentaccompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under theContract, without your needing to prove or show grounds for your demand or thesum specified therein.

Ademand under this guarantee may be presented as from the presentation to theGuarantor of a certificate from the Beneficiary's bank stating that the secondhalf of the Retention Money as referred to above has been credited to theApplicant on its account number _____ at _____ *[insert name and address of Applicant'sbank]*.

Thisguarantee shall expire no later than the …. day of ……, 2… [2], and any demandfor payment under it must be received by us at the office indicated above on orbefore that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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

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[1] *TheGuarantor shall insert an amount representing the amount of the second half ofthe Retention Money or if the amount guaranteed under the Performance Guaranteewhen the Taking-Over Certificate is issued is less than half of the RetentionMoney, the difference between half of the Retention Money and the amountguaranteed under the Performance Security and denominated either in the currency(ies)of the second half of the Retention Money as specified in the Contract, or in afreely convertible currency acceptable to the Beneficiary.*

[2] Insertthe same expiry date as set forth in the performance security, representing thedate twenty-eight days after the completion date described in CC Clause11.9. The Employer should note that inthe event of an extension of this date for completion of the Contract, theEmployer would need to request an extension of this guarantee from theGuarantor. Such request must be inwriting and must be made prior to the expiration date established in theguarantee. In preparing this guarantee, the Employer might consider adding thefollowing text to the form, at the end of the penultimate paragraph: "TheGuarantor agrees to a one-time extension of this guarantee for a period not toexceed [six months] [one year], in response to the Beneficiary's writtenrequest for such extension, such request to be presented to the Guarantorbefore the expiry of the guarantee."