



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF TRANSPORT  
TANZANIA AIRPORTS AUTHORITY**



**REQUEST FOR TENDER**

**TENDER NO.: Y9/2023/2024/W/25**

**FOR**

**CONSTRUCTION OF AIR TRAFFIC CONTROL TOWER AND ITS ASSOCIATED FACILITIES AT  
BUKOKA AIRPORT**

**04/03/2024**

## 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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04/03/2024

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 02/11/2023.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA AIRPORTS AUTHORITY 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 CONSTRUCTION OF AIR TRAFFIC CONTROL TOWER AND ITS ASSOCIATED FACILITIES AT BUKOBA AIRPORT.
3. The TANZANIA AIRPORTS AUTHORITY now invites tenders from contractors registered or capable of being registered in Contractor Class One for CONSTRUCTION OF AIR TRAFFIC CONTROL TOWER AND ITS ASSOCIATED FACILITIES AT BUKOBA AIRPORT.
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 300,000,000.00.
8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 25/03/2024. 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.

**DIRECTOR GENERAL  
P.O.BOX 18000 DAR ES SALAAM**

**SECTION II: INSTRUCTIONS TO TENDERERS (ITT)**

## A: INTRODUCTION

<b>1. Scope of Tender and Tendering Method</b>	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet ( <b>TDS</b> ) invites Tenders for the construction of works, as described in the <b>TDS</b> . 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 <b>TDS</b> 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 <b>TDS</b> .
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract.
<b>2. Source of Funds</b>	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 <b>TDS</b> 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.
<b>3. Eligibility of Tenderers</b>	3.1	<p>A Tenderer may be a Natural Person, Private Entity, Government-owned Entity, subject to <b>ITT</b> 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 <b>JVCA</b>).</p> <p>In the case of a <b>JVCA</b>, unless otherwise specified in the <b>TDS</b>, all parties shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The <b>JVCA</b> shall nominate a Lead Member as specified in <b>TDS</b>, who shall have the authority to conduct all business for and on behalf of any and all the members of the <b>JVCA</b> during the <b>Tendering</b> process and, in the event the <b>JVCA</b> is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b>, there is no limit on the number of members in a <b>JVCA</b>.</p>
	3.2	The appointment of a Lead Member in the <b>JVCA</b> shall be

	confirmed by submission of a valid Power of Attorney to the PE.
3.3	Any agreement that form a <b>JVCA</b> shall be required to be submitted as part of <b>the Tender</b> and shall be attested.
3.4	Any Tender from a <b>JVCA</b> shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
3.5	The invitation for Tenders is open to all Tenderers as specified in the <b>TDS</b>
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	<p>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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tenders; or</li> <li>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</li> <li>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</li> <li>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.</li> </ul>

3.8	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(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</li> <li>(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</li> <li>(c) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(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.</li> <li>(d) the Tenderer is from ineligible country as specified under Section VI [ineligible country] of this tendering document.</li> </ul>
3.9	<p>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.</p>
3.10	<p>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.</p>
3.11	<p>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.</p>

<b>4. One Tender per Tenderer</b>	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.
<b>5. Cost of Tendering</b>	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.
<b>6. Site Visit and Pre-Tender Meeting</b>	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

		<p>questions and responses will be transmitted in accordance with <b>ITT 6.6</b>.</p>
	<p>6.6</p>	<p>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 <b>ITT 7.1</b> [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 <b>ITT 9.2</b> [Amendment of the Tendering Documents] and not through the minutes of the pre-tender meeting.</p>

## B. TENDERING DOCUMENTS

<p><b>7. Content of Tendering Documents</b></p>	<p>7.1</p>	<p>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:</p> <p><b>PART1: TENDERING PROCEDURES</b></p> <p style="padding-left: 40px;">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</p> <p><b>PART 2: PROCURING ENTITY'S REQUIREMENTS</b> Section VII Works Requirements</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b> Section VIII General Conditions of Contract(GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms</p>
	<p>7.2</p>	<p>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.</p>
	<p>7.3</p>	<p>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.</p>
<p><b>8. Clarification of Tendering Documents</b></p>	<p>8.1</p>	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
	<p>8.2</p>	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p>
	<p>8.3</p>	<p>PE's response will be posted through NeST to all participating tenderers, including a description of the inquiry, but without identifying its source.</p>
	<p>8.4</p>	<p>Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendments of the Tendering Documents].</p>
<p><b>9. Amendment of Tendering Documents</b></p>	<p>9.1</p>	<p>Before the deadline for submission of tenders, The PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.</p>
	<p>9.2</p>	<p>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.</p>
	<p>9.3</p>	<p>In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE at its</p>

		discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with <b>ITF22.2</b> [Deadline for Submission of Tenders]
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## C. PREPARATION OF TENDERS

<b>10. Language of Tender</b>	10.1	<p>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 <b>TDS</b> . 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 <b>the Tender</b>, the translation shall prevail.</p>
<b>11. Documents Constituting the Tender</b>	11.1	<p>The Tender prepared and submitted by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> <li>a) The Form of Tender and Tender Price completed in accordance with <b>ITT14</b> [Forms of Tender], <b>ITT15</b> [Tender Prices and Discounts], and <b>ITT16</b> [Tender Currencies];</li> <li>b) Tendering Forms;</li> <li>c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers <b>ITT18</b> [Tender Security];</li> <li>d) Priced Bill of Quantities;</li> <li>e) Alternative offers where invited in accordance with Instructions to Tenderers <b>ITT19</b>[Alternative Tenders by Tenderers];</li> <li>f) Dully Notarized Power of Attorney authorizing signatory of the Tender to commit the Tenderer in accordance with <b>ITT20</b></li> <li>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</li> <li>h) Any information, other than the documents under <b>ITT 11.1(a) – (g)</b> above required to be completed and submitted by Tenderers as specified in <b>TDS</b> document.</li> </ul> <p><i>The list of additional documents may include the following:</i></p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b>          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.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b>          The Tenderer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:  <i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</i>  <i>[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];</i></p>
<b>12. Documents Establishing Eligibility and Qualifications of the Tenderer</b>	12.1	<p>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.</p>
	12.2	<p>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</p>

		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 <b>Section IV</b> [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 <b>JVCA</b> shall comply with the following requirements: the Tender shall include all the information listed pursuant to <b>ITT 12.3</b> 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 <b>ITT 18</b> [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 <b>TDS</b> .
	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 <b>ITT 32</b> [National Preferences].
<b>13. Slices or Lots and Package</b>	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.
<b>14. Form of Tender</b>	14.1	The Tenderer shall fill the Form of Tender using the provided format and no substitute shall be accepted.
<b>15. Tender Prices and Discounts</b>	15.1	The tender price shall be for the whole Works, as described in <b>ITT 1.1</b> [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 <b>TDS</b> .
	15.4	The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with <b>ITT 14</b> [Form of Tender]

	15.5	The rates and price quoted by the Tenderer shall be fixed unless stated in <b>TDS</b> 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 <b>TDS</b> . Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
<b>16. Tender Currencies and Payment</b>	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 <b>TDS</b>
	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 <b>ITT 30.1</b> [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 <b>SCC</b> are reasonable and responsive to <b>ITT 16.1</b> [Tender Currencies].
<b>17. Tender Validity Period</b>	17.1	Tenders shall remain valid for the period specified in <b>TDS</b> after the deadline for tender submission Specified in <b>ITT 22</b> [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 <b>ITT 18</b> [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.
<b>18. Tender Security</b>	18.1	The required type of security for Tender is specified in <b>TDS</b> Pursuant to <b>ITT 11</b> [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 <b>TDS</b> 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 <b>ITT 18.9</b> .
	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 <b>TDS</b> 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 <b>ITT 18.9</b> are invoked.
	18.5	Any Tender not accompanied by a Tender Security in accordance with <b>ITTs 18.1</b> or <b>18.3</b> [Tender Security] shall be rejected by the PE as non-responsive, pursuant to <b>ITT 28</b> [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 <b>ITT 41</b> [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 <b>ITT 40</b> [Notification of Award], and furnishing the performance security, pursuant to <b>ITT 41</b> .
	18.8	The Tender Security of a <b>JVCA</b> shall be in the name of the <b>JVCA</b> that submits the Tender. If the <b>JVCA</b> has not been constituted into a legally enforceable <b>JVCA</b> , 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 <b>ITT17.2</b> [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 <b>ITT41</b> [Performance Security]. The requirement for Environmental and Social (ES) Performance Security is indicated in <b>TDS</b> ii) sign the contract in accordance with <b>ITT42</b> [Signing of Contract];
<b>19. Alternative Tenders by Tenderers</b>	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 <b>TDS</b> , and <b>ITT 19.2</b> and <b>19.3</b> 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 <i>as indicated in TDS</i> , 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 <b>ITT 19.3</b> , 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 <b>TDS</b> .
<b>20. Format and Signing of Tender</b>	20.1	The Tenderer shall prepare documents constituting the Tender as described in <b>ITT 11</b> [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 <b>the Tender</b> 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. <i>Other acceptable</i> authorization is listed in <b>TDS</b>
	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

<b>21. Submission of Tenders</b>	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.
<b>22. Deadline for Submission of Tenders</b>	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 <b>TDS</b> before the expiry of the original deadline
<b>23. Late tenders</b>	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]
<b>24. Modification, Substitution and Withdrawal of Tenders</b>	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

<b>25. Opening of Tenders</b>	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.
<b>26. Confidentiality</b>	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.
<b>27. Clarification of Tenders</b>	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 <b>ITT29</b> [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
<b>28. Preliminary Evaluation of Tenders</b>	28.1	Prior to the detailed evaluation of tenders, the PE will determine whether each Tender; (a) meets the eligibility criteria defined in <b>ITT3</b> [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 <b>ITT11</b> [Documents Constituting the Tender], <b>ITT12</b> [Documents Establishing Eligibility and Qualification of the Tenderer], <b>ITT13</b> [Slices and Package] and <b>ITT14</b> [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
<b>29. Conversion to Single Currency</b>	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 <b>TDS</b> .
<b>30. Detailed Evaluation and Comparison of Tenders</b>	30.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with <b>ITT28</b> [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 <b>ITT19</b> [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 <b>TDS</b> c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with <b>ITT24.4</b> [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 ( <b>ITT 31.5</b> ); 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 <b>ITT 31.2(f)</b> , 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 <b>ITT 41</b> 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.
<b>31. National Preferences</b>	31.1	<b>Margin of preference</b> for local firms shall be indicated in <b>TDS</b> 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 <b>JVCA</b> 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 <b>ITT19</b> [Alternative Tenders], and shall

		be subject to the margin of preference in accordance Section IV- Qualification and Evaluation Criteria.
<b>32. Subcontractors</b>	32.1	Sub-contracting is not allowed, unless otherwise stated in TDS at the percentage of works indicated in <b>TDS</b>
	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 subcontractor'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 <b>TDS</b> .
<b>33. Determination of Lowest Evaluated Tender</b>	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.
<b>34. Post-qualification of Tenderer</b>	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.
<b>35. Post-qualification of Tenderer</b>	35.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the <b>TDS</b> .
	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

<b>36. Criteria of Award</b>	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 <b>ITT 13.1</b> [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.
<b>37. Negotiations</b>	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.
<b>38. PE Right to Accept any Tender and to Reject any or all Tenders</b>	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.
<b>39. PE Right to Vary Quantities at the Time of Award</b>	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 <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender.
<b>40. Notification of Award</b>	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].
<b>41. Performance Security</b>	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 <b>TDS</b> and the <b>SCC</b> , 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 <b>TDS</b> . <i>[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]</i>
	41.2	If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the <b>TDS</b> 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.
<b>42. Signing of Contract</b>	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].
<b>43. Advance Payment</b>	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

		<b>TDS.</b>
	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.
<b>44. Dispute Avoidance and Resolution Board</b>	44.1	<p>IF SOLE MEMBER IS TO BE APPOINTED TO BE DARB The PE proposes the person named in the <b>TDS</b> 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 <b>TDS</b> and designated in the Special Conditions of Contract at the request of either party <b>OR IF THREE MEMBERS ARE TO BE APPOINTED TO BE DARB</b> The PE proposes three names shown in the <b>TDS</b> and <b>SCC</b>, 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 <b>TDS</b> shall be consulted to appoint members of Dispute Avoidance and Resolution Board1.</p> <p><i>For Large Contracts it may be desirable to use Dispute Avoidance and Resolution Board instead of an Adjudicator</i></p>
<b>45. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices</b>	45.1	<p>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:</p> <p>a) defines, for the purpose of this provision, the terms set forth below as follows: -</p> <p>i. <b>corrupt practice</b> 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;</p> <p>ii. <b>coercive practice</b> 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;</p> <p>iii) <b>fraudulent practice</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) <b>obstructive practice</b> means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>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;</p> <p>c) In pursuit of the policy defined in <b>ITT 45.1</b> 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</p>

		<p>satisfactory to the Government of the united Republic of Tanzania to remedy the situation</p> <p>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</p>
	45.2	<p>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</p>
	45.3	<p>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.</p>
	45.4	<p>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.</p>

## G. REVIEW OF PROCUREMENT DECISIONS

<b>46. Right to review</b>	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.
<b>47. Time limit on review</b>	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.
<b>48. Submission of applications for review</b>	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.
<b>49. Decision by the AO of PE</b>	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 <b>ITT 49.1</b> , the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under <b>ITT 50.1</b> [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.
<b>50. Review by the Public Procurement Appeals Authority</b>	50.1	Complaints or disputes which, (a) are not settled within the specified period under <b>ITT 49.1</b> [Decision by the AO of PE]; (b) <b>the Tenderer</b> is not satisfied with the decision of the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to <b>ITT 42</b> [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 <b>ITT 49.1</b> [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 <b>ITT 47.1</b> [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 <b>TDS</b> .

### **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

<b>TDS No</b>	<b>Required Information/Data</b>	<b>ITT Clause</b>	<b>Information/Data to be filled by the PE</b>
1	Name of the PE	1.1	TANZANIA AIRPORTS AUTHORITY.
2	Expected Completion Period	1.2	548 days.
3	Tendering Method	1.2	International Competitive Tendering.
4	Name of the project	2.1	Construction Of Air Traffic Control Tower And Its Associated Facilities At Bukoba Airport.
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	CONSTRUCTION OF AIR TRAFFIC CONTROL TOWER AND ITS ASSOCIATED FACILITIES AT BUKOBA AIRPORT
9	Members of JVCA and Limit of numbers of JVCA	3.1	Maximum number of members of JVCA shall be: 1
10	Eligibility of Tenderers	3.5	Only Tenderers registered as Civil 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 bukoba airport on 12/03/2024 from 10:00 Hours Local Time
12	Pre-tender Meeting	6.4	Pre-tender meeting will not take place.

**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: All company particulars information in Joint Venture agreements.
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: <b>Applicable</b> <b>Applicable</b>
17	Price Adjustment	15.5	The price shall be Fixed
18	Fixed Budget Tende	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 300,000,000.00.
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: Notarized 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 3 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	Subcontracting is applicable. The percentage of sub-contracting works is 50 percent.
30	Post qualification performance	35.1	Post Qualification will not 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 0 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 1 percent of the contract price.
34	Advance Payment	43.1	The Advance Payment shall be limited to 15 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 To be appointed by PE.

### 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: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>
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**SECTION IV: QUALIFICATION AND  
EVALUATION CRITERIA**

# 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	2020-01-01
Litigation History End Year	2024-03-31

#### 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)	548
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#### 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
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#### Notarized Special Power of Attorney (SCORE: N/A)

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

#### Tender Security (SCORE: N/A)

Tenderer should submit tender security as per instructions to tenderers.

### 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).

Average Annual Turnover Amount in TZS or any other freely convertible currency	15000000000
Turnover Start Date	2019-01-01
Turnover End Date	2024-01-31

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

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

Average fund amount from all sources (any freely convertible currency proposed by bidder)	2000000000
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**Technical Evaluation**

**1. Experience**

**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	Airport related projects
Specific Experience Start Year	2019-01-01
Specific Experience End Year	2023-12-31
Number of Specific Experience Contracts	3
Value of Specific Experience Contracts in the specified currency	1000000000

**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	General Construction activities
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**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	2024-12-31

**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	2014-01-01
General experience end date	2024-03-31
Number of contract	5
Contract value in the specified currency	1000000000

**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).

**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.

Categories of Key Personnel	Education Level	Experience of Key Personnel	Number of Required Key Personnel
Project Manager	Bachelor of Science in Civil Engineering/Structural Engineering/ Highway Engineering/Water Resources Engineering must be registered as Professional Engineer by Engineers Registration Board (ERB) supported by CV and relevant academic certificates.	10	1
Electronics Engineer	Bachelor of Science in Electronics Engineering/Telecommunication Engineering/Electronics and Telecommunications, must be registered as Professional Engineer by Engineers Registration Board (ERB) supported by CV and relevant academic certificates.	3	1
Mechanical Engineer	Bachelor of Science in Electrical Engineering/Electrotechnical Engineering, must be registered as Professional Engineer by Engineers Registration Board (ERB) supported by CV and relevant academic certificates.	5	1
Civil Engineer	Bachelor of Science in Civil Engineering/ Structural Engineering, must be registered as Professional Engineer by Engineers Registration Board (ERB) supported by CV and relevant academic certificates.	5	1
Electrical Engineer	Bachelor of Science in Electrical Engineering/ Electrical and Electronics Engineering, must be registered as Professional Engineer by Engineers Registration Board (ERB) supported by CV and relevant academic certificates.	5	1
ICT Experts	Bachelor of Science in Computer Engineering/Information Technology/Computer Science	3	1
Environmental and Social Expert	Bachelor of Science in Environmental Engineering/Environmental Science/ Social Sciences	3	1

**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
Motor Grader	15tons	N/A	N/A	1
Concrete mixer	6m3	N/A	N/A	4
Tipper Truck	15m3	N/A	N/A	3

Excavator	30tons	N/A	N/A	2
Water bowzer	10000 litres	N/A	N/A	1
Wheel loader	10 tonnes	N/A	N/A	1
Crane	20tons	N/A	N/A	1
Supervision vehicles	Pickup double cabin	N/A	N/A	3
Handtools	Various	N/A	N/A	20
Roller	15tons	N/A	N/A	1

**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	Attach
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**Mobilization Schedule (SCORE: N/A)**

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

Mobilization Schedule	Attach
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**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.

**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.

## **SECTION V: TENDERING FORMS**



## Schedule of Cost Indexation

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

$$P_n = a + bL_n/L_0 + cE_n/E_0 + dM_n/M_0 + ..$$

where:

“P<sub>n</sub>” 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;

“L<sub>n</sub>”, “E<sub>n</sub>”, “M<sub>n</sub>”, ... 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

“L<sub>0</sub>”, “E<sub>0</sub>”, “M<sub>0</sub>”, 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.
<b>TOTAL</b>						<b>1.00</b>

[\* 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 $C = A \times B$	D Percentage of Total Tender Price (TTP) $\frac{100 \times C}{TTP}$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
<b>Total Tender Price</b>				<b>100.00</b>
Provisional sums expressed in local currency	[To be entered by the PE]		[To be entered by the PE]	
<b>TOTAL TENDER PRICE (including provisional sum)</b>				

**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: Y9/2023/2024/W/25

List of related files, including specifications, drawings, etc.

LOT NO. Y9/2023/2024/W/25

To construct control tower and its associated facilities at Bukoba Airport by June 2024

S/N	Description	File Name	Attachment Type	Download Link
1	Geo technical report	Geotechnical Investigation & Materials Inv. for design of CONTROL TOWER - BUKOBA AIRPORT- REPORT_122839_compressed.pdf	Reports	<a href="#">Download</a>
2	Specifications	VOLUME II - technical specification_ Bukoba Part All_compressed.pdf	Specifications	<a href="#">Download</a>
3	Complete drawings	BUKOBA CONTR TOWER COMBINED BOOK.pdf	Drawings	<a href="#">Download</a>

**BILLS OF QUANTITIES**

**Lot Description: To construct control tower and its associated facilities at Bukoba Airport by June 2024**

Code/SN	Description	Unit of Measure	Quantity	Unit Rate	Total
<b>PRELIMINARIES AND GENERAL ITEMS</b>					
<b>SERIES 1000</b>	<b>GENERAL</b>				
<b>Section 1300</b>	<b>Contractor's Establishment On Site and General Obligations</b>				
<b>13.01</b>	<b>Contractor's General Obligations</b>				
A	Performance Bond	LS	1.00		
B	Insurance of Works	LS	1.00		
C	Insurance of Constructional Plant & Equipment	LS	1.00		
D	Insurance against damage to persons and property	LS	1.00		
E	Third party Insurance	LS	1.00		
<b>13.02</b>	<b>Sign board</b>				
A	Establishment, maintenance and removal of site sign boards as specification clause 1.5.17	No.	1.00		
<b>Section 1400:</b>	<b>Engineer's Accommodation and Attendance Upon Engineer and his Site Personnel</b>				
<b>14.01</b>	<b>Houses for the Engineer</b>				
A	Maintain and pay all rents and municipal services for Type I house fully furnished and equipped for the Engineer for a duration of a contract	LS	1.00		
B	Maintain and pay all rents and municipal services for Type II house fully furnished and equipped for the Engineer for a duration of a contract	LS	2.00		
<b>14.02</b>	<b>Offices for the Engineer</b>				
A	Maintain and pay all rents and municipal services for fully furnished and equipped offices for the Engineer for the whole period of the contract	LS	1.00		
B	Provide airtime to the Engineer's Key staff and Employer cellular phones	PS	1.00	9700000	9,700,000.00
C	Allow for contractors overhead and profits as a percentage of sub item 14.02 (c) above	%			
D	Establishment, maintenance and removal of radio communication systems for Engineer's staff.	LS	1.00		
E	Provide secretary to carry out administrative task in Engineer's office	Days	548.00		
F	Provide 2 Chainman/ Drivers for general duties upon Engineer's staff and Employer as and when required	Days	913.00		
G	Establishment, maintenance, and hand over on completion of furniture's, consumables, 4Nos laptop computers,	LS	1.00		

	2Nos Desktop computers, 1No All in one Printer and 3Nos mobile phone, Protective clothing as per provided specification for the use of Employer and Engineers office				
H	Arranging and carrying out all specified tests and trials to materials including all necessary preparations and provisions of trial panels and samples	LS	1.00		
I	All tests and trials to complete sections of the works	LS	1.00		
<b>14.03</b>	<b>Wash house for the Engineer</b>				
<b>14.04</b>	<b>Site cabin/office for the Engineer:</b>				
A	Maintenance of Engineer's Site office for the duration of a contract	LS	1.00		
<b>14.05</b>	<b>Four wheel drive Station Wagon for the Engineer and Employer:</b>				
A	Provide Brand New 4WD long wheel base station wagon min 2800cc to 4000cc litre diesel engine vehicle for the use of Employer	LS	1.00		
B	Operate and maintain vehicle specified in item 14.05 (a) for an average 3500 km per month.	vehicle x month	18.00		
C	Operate and maintain vehicles specified [in 14.05(a)] for travel distance in excess of average 2,500 km per month	km	45,000.00		
<b>14.06</b>	<b>Four wheel drive double cabin pick-up for the Engineer and Employer:</b>				
A	Provide 1 No. Brand New manual transmission 4WD long wheel base double cabin min 2500cc to 3000cc litre diesel engine vehicle for the use of Engineer	LS	1.00		
B	Operate and maintain vehicle specified in item 14.06 (a) for an average 3500 km per month	vehicle x month	18.00		
C	Operate and maintain vehicles specified [in 14.06(a)] for travel distance in excess of average 2,500 km per month	Km	45,000.00		
<b>14.07</b>	<b>Survey Equipment for the Engineer</b>				
A	Establishment, maintenance and removal of surveying equipment, as Specification clause 1.5.12	PS	1.00	5000000	5,000,000.00
<b>Section 1600:</b>	<b>Overhaul</b>				
<b>16.01</b>	<b>OVERHAUL OF MATERIAL HAULED IN EXCESS OF ITS RESPECTIVE FREE HAUL DISTANCE</b>				
<b>CONTROL TOWER EQUIPMENTS</b>					
<b>BILL NO 1</b>	<b>NEW PLANT/ MACHINE/EQUIPMENT INSTALLATION</b>				
<b>1.1</b>	<b>Design, Supply, install, test and commission the following brand new plant/machine/equipment to engineer's satisfaction in accordance with the manufacturer's installation instructions.</b>				
1.1 Tower Cabin	Supply materials and Construct Tower Cabin having floor area of 35m2, having a raised floor complete with all installations	LS	1.00		

	as specified and shown in the drawings, to be compliant to ICAO/FAA standards.				
1.2	The Equipment Room, Electrical Systems, Server and Rack Systems, and the Power Supply of the ATC Tower as per attached specifications and compliant to the ICAO/FAA standards. Supplying, installing, testing and commissioning of the LED Aerodrome Beacon 100.000 cd - 1	LS	1.00		
2.1 . Communication Facilities	Radio Communication VHF Transmitter/Receiver sets (Main,Standby, Emergency, Surface Movement). Including; change over unit, power supply, microphones, antenna, cabling, Antenna tower and Equipment cabinet, RF Feeder cable/connectors, 1 x Cabinet and all other necessary accessories as per given specifications. Including installation, test, commissioning. Digital Multi-mode optional. The equipment should meet ICAO requirement and approved by the TCAA. I.1.1 VHF Transceivers for main system, R.F. power 50 W, in the requency band 118 to 136.975 MHz with synthesizer, channel spacing 25 KHz, Software Defined Radios (ED137 VoIP) Digital multi mode optional. The equipment should meet ICAO requirement. - 3 sets (Main, Standby, Emergency) II.1.2 Remote Control and Monitoring System (RCMS)	Set	4.00		
2.2	1.3 Portable VHF multi channel Transceiver (For Mobile Frequency)set: Frequency range 118 to 136.975 MHz (selectable), spacing 25kHz, R. F. power 50 W with battery unit and antenna. Operation: J3E,R3E,H3E,F1B(FSK) -1 set (Surface Movement). II.1.4 All the spares for the equipment under the contract will strictly conform to the specifications given in the documents and will be identical to the components used in the main equipment. Components supplied as spares under the contract shall be fully interchangeable with the components in the main equipment. Spares required are; a. Transmitter x1 b. Receiver x1 c. Microphone x 10 d. Headphone x 5 e. And all other necessary accessories II.1.5 Antenna system (for Radio Transmitter and Radio Signal) and R.F. cable Omini directional, stacked dipole/Whip antenna system for 4 Tx/Rx with or without multi-couplers. The length of each R.F. cable shall be 50 meters for above TxS and RxS as approved by the TCAA.-4 Sets. The specifications are per given document. Remote Control Units (Main Unit, Spare Unit) and control for the above Tx/Rx	Nr	8.00		
2.3	An uninterrupted power supply (UPS) of	Item	2.00		

	20 KVA rating is required to be supplied by the bidder for Equipment Room and ATC, to meet the requirement for VHF and other equipment along with maintenance free batteries,. The UPS capacity for VHF Sets, DVTR, VCCS, and Master Clock etc. shall be 20 KVA.				
3.1 Factory Training	1 Inspector (CNS) + 5 Maintenances + 1 Consultant Engineers; Expenses (Perdiem), Accomodation, travel, Airfares for six engineers/employer for 10 working days.	LS	1.00		
3.2 Factory Acceptance Test	1 Inspector (CNS) + 2 CNS Technical Personnel + 1 TCAA Project coordinator +1 Engineer(Consultant); Expenses(Per diem), Accomodation, travel, Airfares for 1Engineer (Consultant), 2 engineers for employer for five working days.	LS	1.00		
3.3 On Site Training	1 Inspector (CNS)+5 Maintenance Engineers; Expenses(Per diem), Accomodation, travel, Airfares for six engineers/employer for 10 working days.	LS	1.00		
3.4 Site Acceptance Test	1 Inspector (CNS)+2 CNS Technical Personnel + 1 TCAA Project coordinator + 1 Engineer(Consultant);Expenses(Per diem),Accomodation,travel,Airfares for 1Engineer(Consultant) for five working days, 2 experts from Employer	LS	1.00		
3.5 Users Training	1 Inspector (ATM)+5ATMO;Expenses(Per diem),Accomodation,travel,Airfares for 2 working days.	LS	1.00		
4.1 Voice Communication Control System	VCCS c/w Pstn Interface / Gateway, UHF Radio Interface / Gateway, VCS Communications System as provided in the specifications given and as approved by the TCAA. Including installation, test, training, commissioning. The items description is as follows; (a) VCCS operator working position: 6 expandable to 10 with architecture of main and standby subsystem. (b)The system shall include all VCCS accessories including; i. Headset ii.Microphone iii.Multipurpose touch screen iv.Speakers v.Jack panel vi.telephone line termination vii.Auto-switch head-set/Speaker viii. GPS clocks ix. Handsets (c)VCCS interfaces shall include Radio frequency selection - 4 expandable to 8 Telephones: Direct speech circuits - 4 EPABX lines - 4 ISDN channels - 2 SIP phones (VoIP phones) PSTN Lines (d) Backup power supply (batteries and rectifiers) to run the system for 12 hours without mains supply The main equipment will be rack mounted and installed in the Equipment Room.	LS	1.00		
4.2 Factory Training	1 Inspector (CNS)+5 Maintenance Engineers ;Expenses(Perdiem)	LS	1.00		

4.3 . Factory Acceptance Test	- 1 Inspector (CNS)+2 CNS Technical Personnel +1 TCAA	LS	1.00		
4.4 On Site Training	1 Inspector (CNS)+5 Maintenance Engineers ;Expenses(Per diem)	LS	1.00		
4.5 Site Acceptance Test	- 1 Inspector (CNS)+ 2 CNS Technical Personnel +1 TCAA	LS	1.00		
4.6 . Users Training	1 Inspector (ATM)+5ATMO; Expenses(Per diem),	LS	1.00		
5.1 4 Master Clock System	GPS based master clock system. GPS based master clock with 8 slave units, synchronized timing at required working positions, VCCS & DVR. Master Clock with GPS Receiver, 1 x Slave Clocks, installation, test, commissioning. The specifications are per given document.	Set	1.00		
6.1 Ground to Ground Communication	Man Pack Hand held Radio VHF/AM Transceiver-Mobile sets including the Supply, Installation, Testing and Commissioning. 5W portable Transceiver with antenna, Freq./Channel selectable, Two base stations with atleast 4 freq. bands operating at aviation band of 118-136.975MHz. The specifications are per given document.	Item	10.00		
7.1 Data Communication	AMHS Client Workstation /AIM Systems. Controlled from an AMHS Server in Dar Es Salaam. AMHS Server in ACC, communications links to be included. The specifications are per given document. The equipment is described below; a. Briefing office facilities AMHS Work station CPU Monitor Printer UPS License for Application Software(CADAS ATS) AIM system. b. Internet /Oracle Workstation CPU Monitor Printer UPS c. Other facilities Photocopy Machine Scanner Clock(Hours,Minutes & Seconds) Filing Cabinet Electronic board Working Table Customer counter and plotting tables	LS	1.00		
8.1 ATC Console/ Control Desk: Metallic Control Desk with cut outs	a.Signalling Lamp b.Binoculars c.Wind speed and direction Indicators(as per TMA specification d.Nav aids Monitor Panel e.Automatic Flight Data Panel f.ATIS Recorder	LS	1.00		
9.1 Optical Fibre Cable (OFC)	Supply of optic fibre cable of required length for indications for MOS (Moel Output Statistics) at remote site. From he MET location to the ATC Tower, Approximate length 1km. Required interfaces & terminations including commissioning	Nr	1.00		
10.1. Factory Training	1 Inspector (CNS)+5 Maintenance Engineers ;Expenses(Per diem)	LS	1.00		
10.2 Factory Acceptance Test	- 1 Inspector (CNS)+2 CNS Technical Personnel +1 TCAA	LS	1.00		
10.3 On Site Training	1 Inspector (CNS)+5 Maintenance	LS	1.00		

	Engineers ;Expenses(Perdim)				
10.4 Site Acceptance Test	1 Inspector (CNS)+2 CNS Technical Personnel +1 TCAA	LS	1.00		
10.5 Users Training	-1 Inspector (ATM)+5ATMO;Expenses(Perdiem)	LS	1.00		
11.1	Crash Alarm; complete with all accessories connected from Fire building to Control tower as per approval	Item	1.00		
12.1 Furniture	Supply office furniture as stated in specifications and approved by Engineer	Item	1.00		
13.1PRELIMINARIES	Allow sum for working drawings as specified in the General specifications	Item	1.00		
13.2	Allow for preparation of "As Built Drawings" (A2 paper) as specified in the General specifications	Nr	4.00		
13.3	Allow sum for producing operational and maintenance manuals as specified	Nr	4.00		
13.4	Allow sum for maintenance during defect liability period	Item	1.00		
14.1 Recorder and Reproducer/ Digital Voice Recorder	Digital Voice Recorder with the voice recording software and as approved by the TCAA. Dual DVR rack mounted with separate playback unit, 32 channels, Automatic data transfer after regular intervals, sufficient CDs and USBs for 10 years. Remote Control and Monitoing System. The system should record both Voice and Surveillance Data. 32-channels, 6 months storage, including cabinet, playback position, installation, test, commissioning as per given specifications.	Set	1.00		
14.2.1 Factory Training	- 1 Inspector (CNS) + 5 Maintenance Engineers ; Expenses(Per diem), Accomodation, travel, Airfares for six engineers/employer for 10 working days	LS	1.00		
14.2.2Factory Acceptance Test	1 Inspector (CNS)+2 CNS Technical Personnel +1 TCAA	LS	1.00		
14.2.3 On Site Training	1 Inspector (CNS)+5 Maintenance Engineers ;Expenses(Per diem)	LS	1.00		
14.2.4 Site Acceptance Test	1 Inspector (CNS)+2 CNS Technical Personnel +1 TCAA	LS	1.00		
14.2.5 Users Training	1 Inspector (ATM)+5ATMO;Expenses(Perdiem)	LS	1.00		
14.2.6	Provision of Steel escape stairs	item	1.00		
<b>CCTV INSTALLATION</b>					
<b>CLOSED CIRCUIT TELEVISION SYSTEM (CCTV) SYSTEM FOR BUILDINGS AND SMART CITY</b>					
<b>1.0</b>	<b>INDOOR CAMERAS</b>				
1.6	8MP Varifocal IP dome camera complete with mounting brackets and all accessories to make it function.	Pcs	17.00		

1.7	8MP IP dome 180 degree rotating camera complete with mounting brackets and all accessories to make it function.	Pcs	4.00		
1.8	8MP Outdoor IP dome camera complete with mounting brackets and all accessories to make it function.	Pcs	19.00		
<b>2.0</b>	<b>OUTDOOR CAMERA</b>				
<b>3.0</b>	<b>CONTROL ROOM</b>				
3.3	HikCentral-P-VSS-Base/HW/64Ch(B) General Purpose Server	EA	1.00		
3.4	DS-6904UDI(B) 4K Video Decoder	EA	1.00		
3.6	20 TB Surveillance HDD	EA	16.00		
3.7	DS-D2065LU-Y 4K 65-inch 3.5mm LCD Display Unit Compatible with Video Wall setup, including its wall Mounting Accessories	Item	2.00		
3.10	DS-AT1000S/320 Storage Attached Network; 16-slot, support up-to 20TB HDD	EA	1.00		
3.11	DS-3E1526P-EI/M 24 port Smart Managed full PoE Switch) supporting fiber connectivity	EA	6.00		
3.12	Ergonomic Workstation Control Room Console for two users	Item	1.00		
3.13	Operator Workstation with dual Dell Tower OptiPlex, core i7 up-to 4Ghz; 27" LCD Display compatible with Control Room Console	Pcs	2.00		
<b>4.0</b>	<b>HORIZONTAL INFRASTRUCTURE</b>				
4.1	Horizontal Cable UTP 305M CAT 6 including pvc conduit ,PoE/Power cables, bends, junction boxes, end caps etc,	LM	1,900.00		
4.4	24- Core Single mode fiber cable	LM	500.00		
<b>5.0</b>	<b>OUTLET ACCESSORIES</b>				
5.1	Dual RJ 45 wall face complete with back box, modules & spring shutter and cabling field for Cat 6A cabling	EA	40.00		
<b>6.0</b>	<b>BACKBONE INFRASTRUCTURE</b>				
6.1	10KVA Single phase UPS and Back up batteries as specified by PE	EA	2.00		
6.5	Cisco SFP-Transceiver module 10G for Single mode fiber.	EA	24.00		
6.6	24 - ways fiber patch panel complete with sliding tray,splicing tray for fusion splicies and sleeve protection,fiber pigtail	EA	2.00		
6.7	Cisco Catalyst 3850 12S fiber switch	EA	2.00		
<b>7.0</b>	<b>CABINET AND ACCESSORIES</b>				
7.1	42U Floor standing Cabinet/wall mountingu, complete with locable Front perforated door, heat extracting fans,side pannels,verticle cable& patch cord	EA	1.00		

	managers and number of ways of Power Distribution Unit (PDU).				
<b>8.0</b>	<b>FIXED ENCLOSURE FOR CABLE RUN</b>				
8.1	3/4" PVC conduit to cross in the slap/ceiling and wall for the cable to run	Lumpsum	1.00		
8.2	5m galvanized steel pole with bracket for mounting the camera	EA	4.00		
<b>9.0</b>	<b>EARTHING</b>				
9.1	Provide adequate earthing to all used cabinet as per IEE Regulations	Item	1.00		
<b>10.0</b>	<b>PRELIMINARIES</b>				
10.1	Allow preparation of three copies of " Installed Drawings" and operating manuals.	Item	1.00		
10.3	Allow connection for internet service provider.	Item	1.00		
10.2	Allow preparation of shop drawings	Item	1.00		
<b>CONTROL TOWER</b>					
<b>BILL NO. 1</b>	<b>PRELIMINARIES AND GENERAL MATTERS</b>				
<b>SECTION C</b>	<b>PRELIMINARY ITEMS AND GENERAL MATTERS</b>				
<b>5</b>	<b>Progress Chart, Progress Reports and Progress Photographs</b>				
A	Provide progress photographs as specification clause 1.4.19	LS	1.00		
B	Provide " As Constructed" record drawings and Maintenance Manuals at completion in accordance with specifications	LS	1.00		
<b>1</b>	<b>Access to the Site</b>				
A	Establishment and removal of all temporary access roads and areas of working (except for those access roads indicated as being retained- measured separately) including reinstate on	LS	1.00		
B	Maintenance of all temporary accesses, roads and areas of construction	LS	1.00		
C	Maintenance of existing services	LS	1.00		
<b>9</b>	<b>Temporary Fencing, Hoardings, Screens, Fans, Planked Footways, Guard Rails, Gantries and Similar items</b>				
A	Maintenance of all temporary fencing, barriers and gates	LS	1.00		
B	Establishment and removal of temporary signs, markings and lights in accordance with specification clause 1.3.05	LS	1.00		
C	Maintenance of temporary signs, markings and lights	LS	1.00		
D	Temporary protection of works from inclement weather	LS	1.00		
<b>10</b>	<b>Temporary Connection, Power for the Works and Lighting</b>				
A	Lighting and power for the works	LS	1.00		

<b>15</b>	<b>General Scaffolding and Temporary Support</b>				
A	Steel scaffolding	LS	1.00		
<b>19</b>	<b>Safety, Health and Welfare of the Work People</b>				
A	Safety health and welfare of workplace	LS	1.00		
<b>20</b>	<b>Water for the Works and Temporary Connection</b>				
A	Water for the works	LS	1.00		
<b>21</b>	<b>Removing Rubbish, Wastes, Plants and Cleaning of the Buildings</b>				
A	During the course of the project execution, the Contractor shall be removing all rubbish, wastes and dirt from the Site at weekly intervals or as directed by the Project Manager	LS	1.00		
B	The Contractor shall, upon completion of the Works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the Site of the Works in a clean and tidy state to the Satisfaction of the Project Manager.	LS	1.00		
C	Before handing over any building the Contractor shall properly clean all floors and finished surfaces, clean glass inside and outside and leave all sanitary and other appliances in full working order. He shall also cut and weed all grassed areas, clean down external steps, paths and roads and leave the whole in perfect condition ready for occupation.	LS	1.00		
<b>BILL NO. 3</b>	<b>MEASURED WORKS</b>				
<b>ELEMENT NO. 1</b>	<b>SUBSTRUCTURE</b>				
<b>I</b>	<b>DEMOLITIONS</b>				
	<b>DEMOLITION should include the complete destruction of the building to pave way for new construction</b>				
<b>II</b>	<b>SITE PREPARATION</b>				
<b>a</b>	<b>Removing trees and hedges</b>				
<b>b</b>	<b>site clearance, cutting down trees and grubbing up their roots; cart away from the site to the authorized public dumping sites</b>				
A	Clearance of bushes, scrub, undergrowth and general debris	m2	697.00		
B	Excavating top soil to be preserved at an average of 150mm deep	m2	697.00		
<b>c</b>	<b>Preserving vegetable soil</b>				
C	To make up levels under floors average 200mm thick	m3	207.00		
D	To make up levels under floors average 200mm thick	m3	57.00		
<b>d</b>	<b>Where site has no trees but left with trees' stumps</b>				
<b>VI</b>	<b>DISPOSAL OF WATER</b>				
<b>b</b>	<b>General water</b>				
<b>a</b>	<b>Spring or running water</b>				

<b>X</b>	<b>WATER, MOISTURE AND DAMP PROOFING MEMBRANE</b>				
<b>a</b>	<b>On top of foundation wall</b>				
A	Damp-proof courses; BS 743 type E; Lead cored Bitumen felt; lapped at joints and angles; bedded in cement sand mortar (1:3) Horizontal 230mm wide	m	247.00		
<b>b</b>	<b>On top of hardcore; Over 300mm wide</b>				
B	1000 Gauge polythene sheet damp-proof membrane; 150mm lapped joints	m <sup>2</sup>	207.00		
<b>c</b>	<b>Beneath basement floors</b>				
<b>d</b>	<b>Basement walls</b>				
<b>XVIII</b>	<b>OTHER ACCESSORIES AND SUNDRIES</b>				
<b>a</b>	<b>Wall and columns protection on the basement car parking</b>				
<b>b</b>	<b>Metal works; gratings to basement floor entrance; to cover drainage channel</b>				
<b>c</b>	<b>Metal works to basement opening windows</b>				
<b>XVII</b>	<b>PAINTING AND DECORATION</b>				
	<b>Plastered block work or concrete base</b>				
<b>XIV</b>	<b>FORMWORK TO CONCRETE SURFACES</b>				
<b>b</b>	<b>Formwork generally; wrought or sawn (delete whichever is not applicable)</b>				
A	Faces of ground beams; vertical generally	m <sup>2</sup>	173.00		
B	Faces of columns; vertical generally	m <sup>2</sup>	90.00		
C	Sides of columns bases; vertical generally	m <sup>2</sup>	67.00		
D	Edges of ground slab; vertical faces 75-150mm high	m	159.00		
E	Faces of foundation bases; vertical generally	m <sup>2</sup>	152.00		
F	Faces of foundation walls; vertical M generally	m <sup>2</sup>	129.00		
G	Edges of risers generally	m	20.00		
H	Edges of ramps generally	m	10.00		
<b>a</b>	<b>Formwork to edges or risers; wrought or sawn (delete whichever is not applicable)</b>				
<b>III</b>	<b>SURFACE EXCAVATION AND CUTTINGS</b>				
<b>a</b>	<b>Cuttings</b>				
<b>b</b>	<b>Surface Excavation</b>				
<b>VII</b>	<b>PLANKING AND STRUTTING</b>				
<b>IX</b>	<b>ANTI-TERMITE TREATMENT</b>				
	<b>Gammalin 20 EC solution or other equal environmentally friend and approved</b>				
A	Gammaline 20EC solution; Anti-termite treatment over hardcore beds and tops of foundation walls; at the rate of 7litres per square metre	m <sup>2</sup>	207.00		
B	Gammaline 20EC solution; Anti-termite treatment to backfilling; to external foundation walls; at the rate of 20litres per cubic metre	m	140.00		
<b>XI</b>	<b>PLAIN IN-SITU CONCRETE</b>				

	<b>Normal; class M15 (C12/15)</b>				
A	Plain in-situ concrete; grade 15; 20mm aggregates Blinding beds; laid on earth 50mm thick	m2	334.00		
<b>XV</b>	<b>BLOCKWORK</b>				
	<b>Blockwork; concrete blocks, BS 6073 type A, solid, dense aggregate, average compressive strength 5-7N/mm<sup>2</sup> ; in cement mortar (1:3)</b>				
A	Foundation Walls 230mm thick	m2	173.00		
<b>VIII</b>	<b>HARDCORE OR THE LIKE</b>				
<b>a</b>	<b>Hardcore beds</b>				
<b>b</b>	<b>Surface treatment</b>				
<b>XVI</b>	<b>FINISHINGS</b>				
<b>a</b>	<b>In-situ Finishing to Wall</b>				
A	In-situ finishings; Render; Cement and Sand (1:3); External Work to plinth walls; blockwork base 15mm thick	m2	56.00		
B	Painting; external work; Three coats bituminous oil paint; rendered surfaces Plinth Walls over 300mm girth	m2	21.00		
<b>c</b>	<b>Beds and backing to Tile Finishing</b>				
A	32mm one coat beds screeded to receive floor tiles; to concrete base; to floors	m2	1,022.00		
B	32mm one coat beds screeded to receive floor tiles; to concrete base; to treads	m	60.00		
C	32mm one coat beds screeded to receive floor tiles; to concrete base; to risers	m	66.00		
D	12mm one coat backings screeded to receive wall tiles; to concrete base; to walls	m2	41.00		
E	12mm one coat backings screeded to receive wall tiles; to concrete base; to skirting	m	310.00		
F	Ceramic tiles; glazed; two colour ways ; regular pattern bedding and jointing in cement mortar (1:4); grouting joints with white cement; internal; to walls 200 x 300 x 6mm; butt joint straight both ways to cement and sand base	m2	41.00		
G	Skirtings; 3mm joints; to concrete base 100mm wide; coved junction with paving	m	310.00		
<b>b</b>	<b>Tile and Block Finishing</b>				
A	Take, deliver and fix only Porcelain tiles by spanish tiles or equal and approved ; fixing with approved adhesive grouting with sellajunt colored grout; internal; to floors 450 x 450 x 12mm; butt joint straight both ways to cement and sand base	m2	1,022.00		
B	To treads; 3mm joints; to concrete base 300mm wide; one rounded nosing	m	60.00		
C	To risers; 3mm joints; to concrete base	m	66.00		

	50mm high; coved junction with paving				
<b>XII</b>	<b>REINFORCED IN-SITU CONCRETE</b>				
<b>a</b>	<b>Normal; class M30 (C25/30); vibrated around reinforcement</b>				
A	Foundations in trenches	m3	100.00		
B	Ground slab 100mm thick	m2	651.00		
C	Ground beams generally	m3	26.00		
D	Columns generally	m3	8.00		
E	Columns bases	m3	30.00		
F	Foundation walls	m3	15.00		
G	Steps	m3	1.00		
H	Ramps	m3	6.00		
<b>b</b>	<b>Normal; class M30 (C25/30); vibrated around reinforcement; including water proofing concrete admixtures and additives</b>				
<b>c</b>	<b>Concrete work sundries</b>				
I	Expansion joints in concrete or blockwork or structure; filled in with elastomeric and polysulphide joint sealant Gun Grade to BS 4254 or Pouring Grade; 50mm x 200mm deep generally	m	21.00		
<b>XIII</b>	<b>REINFORCEMENT (PROVISIONAL)</b>				
<b>a</b>	<b>Fabric Reinforcement</b>				
A	Fabric reinforcement; comprising 8mm high tensile bars at 200mm centres at 200mm centres both ways; weighing 4.74kg/m2 mesh generally in ground slab	m2	651.00		
B	Fabric reinforcement; comprising 8mm high tensile bars at 200mm centres at 200mm centres both ways; weighing 4.74kg/m2 mesh generally in ramps	m2	6.00		
<b>b</b>	<b>Bars; high yield steel; cold worked; B.S. 4449; in any location</b>				
A	12 mm diameter	Kg	2,800.00		
B	16mm diameter	kg	1,245.00		
C	20mm diameter	kg	13,073.00		
D	8mm diameter	kg	918.00		
<b>c</b>	<b>Antirust coating to starter bars</b>				
<b>IV</b>	<b>EXCAVATION AND EARTHWORK</b>				
<b>c</b>	<b>Basement excavations</b>				
<b>a</b>	<b>Excavation of foundation trenches</b>				
A	Excavate trenches to receive foundation footing; planking and strutting not exceeding 1.50m deep; starting at stripped level	m3	378.00		
<b>b</b>	<b>Excavation of pits</b>				
A	Excavate pits to receive column bases; planking and strutting not exceeding 1.50m deep	m3	482.00		
B	Excavating pits to receive bases of	m3	321.00		

	stanchions, starter columns and the like; over 1.50m but not exceeding 3.0m deep commencing from the ground/reduced level				
<b>d</b>	<b>Extra over all kinds of excavation irrespective of depth</b>				
<b>e</b>	<b>Surface treatment</b>				
<b>f</b>	<b>Backfilling and Disposal of Materials</b>				
A	Disposal of Excavated Materials removing from the site	m3	268.00		
B	Backfilling; well rammed and consolidated around foundations over 300mm thick; depositing and compacting in layers; 150mm maximum thickness	m3	913.00		
C	Supply and compact G15 materials	m3	53.00		
D	Hardcore filling in Foundation trenches at average 300mm thick	m3	4,007.00		
E	To make up levels under floors average 200mm thick	m3	207.00		
F	To make up levels under floors average 300mm thick	m3	53.00		
<b>V</b>	<b>SHORING AND THE LIKE</b>				
<b>ELEMENT NO. 2</b>	<b>PILING FOUNDATION</b>				
<b>I</b>	<b>GENERAL MATTERS ABOUT PILING</b>				
<b>a</b>	<b>Records</b>				
<b>II</b>	<b>SPECIAL EQUIPMENT</b>				
<b>a</b>	<b>Providing and assembling of piling equipment, maintaining and its subsequent removal</b>				
<b>VI</b>	<b>PILE CAST CONCRETE</b>				
<b>f</b>	<b>Reinforced In Situ Piling</b>				
<b>a</b>	<b>Dynamic test on</b>				
<b>b</b>	<b>Sonic coring (Logging) test on</b>				
<b>c</b>	<b>Integrity test on</b>				
<b>d</b>	<b>Static load test on</b>				
<b>e</b>	<b>Preliminary piles</b>				
<b>g</b>	<b>Pile cap in-situ concrete</b>				
<b>h</b>	<b>Formwork generally to concrete surfaces</b>				
<b>IV</b>	<b>SHORING PROTECTION AND THE LIKE</b>				
<b>V</b>	<b>SHEET PILING</b>				
<b>III</b>	<b>TRIAL HOLES</b>				
<b>VII</b>	<b>REINFORCEMENT</b>				
<b>a</b>	<b>Bars; high yield steel; cold worked; B.S. 4466; In any location of pile works</b>				
<b>VIII</b>	<b>OTHER SPECIAL FEATURES</b>				
<b>a</b>	<b>As per design, the Contractor should develop, execute to completion</b>				
<b>ELEMENT NO. 3</b>	<b>REINFORCED CONCRETE SUPERSTRUCTURE</b>				
<b>I</b>	<b>FRAMES, STAIRCASES AND RAMPS</b>				
<b>b</b>	<b>Normal; class M25 (C20/25); vibrated around reinforcements</b>				

A	Beams; horizontal or sloping not exceeding 15 degrees from horizontal; irrespective of sectional area	m3	79.00		
B	Columns; vertical or sloping exceeding 15 degrees from horizontal; irrespective of sectional area	m3	35.00		
C	slab 150mm thick	m2	831.00		
D	Steps; staircases or strings	m3	13.00		
E	150mm thick landings	m2	23.00		
F	Reinforced in-situ concrete grade 25 for walls or partitions generally.	m2	32.00		
<b>a</b>	<b>Normal; class M30 (C25/30); vibrated around reinforcement; including concrete admixtures and additives</b>				
<b>c</b>	<b>Normal; class M20 (C16/20); vibrated around reinforcements</b>				
<b>d</b>	<b>Concrete Work</b>				
<b>III</b>	<b>FORMWORK TO CONCRETE SURFACE</b>				
<b>a</b>	<b>Formwork generally; wrot/wrought or sawn (delete that is not applicable)</b>				
A	Edges of risers; vertical faces 75-150mm high	m	120.00		
B	Soffit or strings generally	m2	36.00		
C	Edges of landings; vertical faces 75-150mm high	m	63.00		
D	Soffits of landing generally	m2	23.00		
E	To sides and soffits of horizontal beams, lintels and the like	m2	789.00		
F	To faces of columns generally	m2	447.00		
G	Edges of suspended slab; vertical faces	m	336.00		
H	Soffits of slab generally	m2	831.00		
I	Faces of walls vertical; generally	m2	264.00		
<b>V</b>	<b>OTHER STRUCTURES</b>				
<b>a</b>	<b>In situ concrete works</b>				
A	Reinforced in-situ concrete; grade 25; 20mm aggregates; vibrated Gutter generally for ROOF STRUCTURE	m3	16.00		
B	Reinforced in-situ concrete; grade 25; 20mm aggregates; vibrated 150mm Flat roof generally for ROOF STRUCTURE	m2	435.00		
<b>b</b>	<b>Formwork to general surfaces</b>				
A	Generally Sides and soffits of Gutter	m2	65.00		
B	Generally Sides and soffits of flat roof	m2	435.00		
<b>II</b>	<b>REINFORCEMENTS</b>				
<b>a</b>	<b>Bars; high yield steel; cold worked; B.S. 4466; In any location</b>				
A	Straight or bent 12mm diameter bars; columns and beams	Kg	4,400.00		
B	Straight or bent 20mm diameter bars; columns and beams	Kg	21,479.00		

C	Links or the likes 8mm diameters	Kg	14,319.00		
D	12 mm diameter Straight/ bent bars for walling	Kg	1,270.00		
E	16 mm diameter Straight/ bent bars for walling	Kg	1,480.00		
F	Reinforcement; Bars; BS4449; Hot Rolled Deformed High Yield Steel Straight or bent various sizes for ROOF STRUCTURE	Kg	54,120.00		
<b>IV</b>	<b>THE CONCRETE WORK SUNDRIES</b>				
<b>a</b>	<b>Expansion joints in concrete or blockwork</b>				
<b>b</b>	<b>Wall ties; galvanized steel strips; one end cast into concrete; other end built into joints of blockwork</b>				
<b>ELEMENT NO. 5</b>	<b>INTERNAL WALLING</b>				
<b>III</b>	<b>SMOKE SEAL/ SEPARATOR</b>				
<b>II</b>	<b>BLOCKWORK; INTERNALLY</b>				
<b>a</b>	<b>Blockwork; concrete blocks, BS 6073; type A; solid, dense aggregate, average compressive strength 5-7N/mm<sup>2</sup> ; in cement mortar (1:4)</b>				
A	230mm thick wall	m <sup>2</sup>	81.00		
B	100mm thick wall	m <sup>2</sup>	41.00		
<b>III</b>	<b>BRICK WORKS; INTERNALLY</b>				
<b>a</b>	<b>Solid burnt clay bricks</b>				
<b>I</b>	<b>PRE CAST CONCRETE; LINTEL</b>				
<b>a</b>	<b>Normal; class M20 (C15/20); vibrated around re-bars; surface finish</b>				
<b>IV</b>	<b>COMPOSITE UNITS/ PURPOSE MADE UNITS</b>				
<b>a</b>	<b>Light / Demountable partitions</b>				
<b>ELEMENT NO. 6</b>	<b>DOORS</b>				
<b>I</b>	<b>FRAMELESS DOORS</b>				
<b>II</b>	<b>PURPOSE MADE UNITS</b>				
A	Balustrade 100 x 60 stainless steel 1000mm high	m	36.00		
B	100mm thick glass 750mm high	m	24.00		
	<b>Strong room door (to be supplied by Client)</b>				
<b>III</b>	<b>HARDWOOD DOOR; LOCAL SPECIES; MNINGA OR MKONGO</b>				
A	Solid Door Shutters Single swing door, Comprising 50 x 150mm stiles, top and bottom rails; infilled with and including various size of boards with tongued and grooved joints; sanding the surfaces to remove joints; turbo bright matt clear varnish with automatic refractor system size 900 x 2700mm high	No.	60.00		
B	Solid Door Shutters Double swing door, Comprising 50 x 150mm stiles, top and bottom rails; infilled with and including various size of boards with tongued and grooved joints; sanding the surfaces to remove joints; turbo bright matt clear varnish with automatic refractor system size 1200 x 2700mm high	No.	1.00		

<b>IV</b>	<b>FRAMES AND THE LIKE</b>				
A	Door frames, mullions and transoms 50 x 180mm	m	321.00		
B	25 x 100mm; moulded; architraves	m	642.00		
C	Grounds 15 x 100mm; to receive door frame in blockwall	m	321.00		
<b>V</b>	<b>IRONMONGERY</b>				
<b>a</b>	<b>Supplying and fixing ironmongery; as per design and approved to the Project Manager's approval; to hardwood, softwood or the like; fixing with screws</b>				
A	To Hardwood with matching screws stainless steel butt hinges; matt finish; ref.920.90.203AH 4.16	Nr	150.00		
B	three lever mortice lock	Nr	51.00		
C	Flush bolt	Nr	25.00		
D	To Concrete with matching screws stainless steel half moon; door stop	Nr	25.00		
<b>VI</b>	<b>GLASS IN OPENINGS</b>				
<b>a</b>	<b>6mm thick clear glass fixed with hard wood inclusive beads:</b>				
<b>VII</b>	<b>PAINTING AND/OR VANISH TO HARDWOOD</b>				
<b>a</b>	<b>Apply One coat approved stain; two finish coats polyurethane</b>				
A	Painting; internal work; three coats of polyurethane varnish, matt finish or other equal and approved; wood surfaces; Wooden Door surfaces over 300mm girth	m2	128.00		
B	Frames, linings and associated mouldings 200-300mm girth	m	322.00		
<b>ELEMENT NO. 10</b>	<b>FITTINGS AND FIXTURES</b>				
	<b>TELLER CUBICLES</b>				
	<b>Teller cubicles comprising of 20mm thick polished granite top on 100mm thick masonry wall plastered and alucobond finish; clad with stainless steel plates; 20mm thick GE lexan bullet resisting glass; polished stainless steel cash trays; aluminium framed partitions with vinyl covered gypsum boards and 5mm thick clear glass</b>				
	<b>Writing tops</b>				
	<b>PANTRY</b>				
	<b>The following fitting in pantry areas:</b>				
	<b>Concrete worktop/ base</b>				
	<b>Joinery; prime quality 'mninga' or other equal and approved hardwood</b>				
	<b>Metal work; supply and fix the following steel square section</b>				
	<b>CUSTOMERS AND TELLERS COUNTERS</b>				
<b>ELEMENT NO. 4</b>	<b>EXTERNAL WALLING</b>				
<b>I</b>	<b>PRECAST CONCRETE</b>				
<b>a</b>	<b>Normal; class M20 (C16/20); vibrated around re-bars; surface finish</b>				
<b>II</b>	<b>BLOCKWORK; EXTERNALLY</b>				
<b>a</b>	<b>Blockwork; concrete blocks, BS 6073; type A; solid, dense aggregate, average compressive strength 5-7N/mm<sup>2</sup> ; in cement mortar (1:3)</b>				
A	230mm thick wall	m2	2,245.00		

<b>IV</b>	<b>GLASS BLOCK WALLING</b>				
<b>a</b>	<b>Glass blocks to blockwork openings</b>				
<b>III</b>	<b>BRICK WORKS; EXTERNALLY</b>				
<b>a</b>	<b>Solid burnt clay bricks bedded and jointed in cement mortar (1:4) including pointing the joints; with flemish bonding</b>				
<b>III</b>	<b>BRICKWORK</b>				
<b>a</b>	<b>Burnt bricks wall</b>				
<b>IV</b>	<b>CURTAIN/ STRUCTURAL GLASS WALLING</b>				
<b>a</b>	<b>Design, Engineering, Fabrication, installation, Testing and Commissioning of 4 sided structurally glazed Curtain Wall. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020 and supplied only by system designers approved aluminium extrusion companies to approved</b>				
<b>b</b>	<b>Supply, fix/install, test and commissioning of curtain/ structural glass walling</b>				
<b>V</b>	<b>ALUMINIUM COMPOSITE PANELS</b>				
<b>a</b>	<b>Fabrication/covering of meeting points of aluminium profile/ALUCO bond, Curtain wall glass and blockwork/Concrete work</b>				
<b>VI</b>	<b>PURPOSE MADE PANELS/UNITS</b>				
<b>a</b>	<b>Supply and Fix the purpose made unit as per provided design</b>				
<b>A</b>	Glass partitions general	m2	72.00		
<b>B</b>	Door Composite units; Powder Coated Aluminium Doors; Complete with all necessary ironmongery to be supplied by Specialist to Architect's approval Alu-glass single swing door size 900 x 2700mm high	No	1.00		
<b>ELEMENT NO. 9</b>	<b>FINISHINGS, PAINTING AND DECORATIONS</b>				
<b>I</b>	<b>EXTERNAL FLOOR FINISHINGS</b>				
<b>a</b>	<b>Terrazzo floor finish</b>				
<b>b</b>	<b>IN-SITU FINISHINGS</b>				
	<b>Screed Flooring</b>				
<b>c</b>	<b>FLOOR TILES</b>				
<b>ii</b>	<b>Beds and backings</b>				
<b>i</b>	<b>Terracota/ Porcelain Floor Tiles</b>				
<b>IV</b>	<b>INTERNAL FLOOR FINISHINGS</b>				
	<b>IN SITU FINISHING</b>				
	<b>Terrazzo; coloured cement and local marble chippings (1:2) polished; to falls, crossfalls or sloping floors; not exceeding 15 degrees from horizontal; laid in bays not exceeding 3000x3000mm with glass dividing strips</b>				
<b>II</b>	<b>EXTERNAL WALL FINISHINGS</b>				
<b>a</b>	<b>In-situ Finishings</b>				
<b>A</b>	Plaster; 15mm first coat of cement, lime and sand(1:3:6); 3mm second coat of lime and sand(1:3); steel trowelled; crevices filled with stucco; as per architect approval; Internally Work to walls; blockwork base 18mm thick	m2	3,180.00		
<b>B</b>	Plaster; 15mm first coat of cement, lime	m2	428.00		

	and sand(1:3:6); 3mm second coat of lime and sand(1:3); steel trowelled; crevices filled with stucco; as per architect approval; Internally Work to concrete base;Ceiling 18mm thick				
C	Render; 15mm first coat of cement, lime and sand(1:3:6); 3mm second coat of lime and sand(1:3); steel trowelled; crevices filled with stucco; as per architect approval; Externally Work to walls; blockwork base 18mm thick	m2	718.00		
D	Render; 15mm first coat of cement, lime and sand(1:3:6); 3mm second coat of lime and sand(1:3); steel trowelled; crevices filled with stucco; as per architect approval; Externally Work to walls; blockwork base ; parapet 18mm thick	m2	162.00		
E	Render; 15mm first coat of cement, lime and sand(1:3:6); 3mm second coat of lime and sand(1:3); steel trowelled; crevices filled with stucco; as per architect approval; Externally Work to concrete base; column18mm thick	m2	195.00		
<b>b</b>	<b>Painting</b>				
<b>c</b>	<b>Wall tiles</b>				
<b>d</b>	<b>Beds or Backings</b>				
<b>V</b>	<b>INTERNAL WALLING FINISHINGS</b>				
<b>I</b>	<b>WALL TILES</b>				
<b>a</b>	<b>Glazed ceramic wall tiles; to regular pattern; bedding and jointing in cement mortar (1:1); grouting joints with coloured cement; including matt strip colour of aluminium alloy at edge of blockwork or shear walls</b>				
<b>II</b>	<b>IN-SITU FINISHING</b>				
<b>a</b>	<b>Plaster to Blockwork/ Partitions</b>				
<b>II</b>	<b>PAINTING</b>				
	<b>Prepare and apply two undercoats and two full coats of vinly wash and wear paint as per Architect's approval</b>				
A	Painting; internal work; One Capaacrylic primer two coats Capastucco surfacer and filler; two coats Amphibolin 2000 paints; Plastered surfaces Walls over 300mm girth	m2	3,180.00		
B	Painting; internal work; One Capaacrylic primer two coats Capastucco surfacer and filler; two coats Amphibolin 2000 paints; Plastered surfaces Walls; parapet over 300mm girth	m2	162.00		
C	Painting; One sealer coat, two coats PVA based emulsion paint; concrete Surfaces; Internally Ceiling over 300mm wide	m2	428.00		
D	Painting; One sealer coat, two coats PVA based emulsion paint; concrete Surfaces; Internally Soffits and edges of staircaase over 300mm wide	m2	21.00		

E	Painting; external work; One duraseal coat, three coats anti-fungal weatherguard paint; Rendered Surfaces Columns generally	m2	195.00		
<b>EXTERNAL CEILING FINISHINGS</b>					
<b>STRUCTURAL TIMBER</b>					
<b>Cypress; grade 2; pressure impregnated; treated with insecticide</b>					
A	Branding 50 x 50mm timbers with 600 x 600mm centres	m	3,015.00		
<b>PLAIN SHEET FINISHINGS</b>					
<b>Gypsum boards; to approval of the Project Manager; fixing with screws to manufacturer's recommendations</b>					
A	15 x 30mm edge/corner cornices	m	375.00		
B	12mm thick; on and including 6mm thick cement fibre ; 1200 x 600mm panels; vee joints	m2	1,022.00		
<b>PATENT SUSPENDED ACOUSTIC CEILING SYSTEM</b>					
<b>Armstrong; "Cirrus prima" suspended ceiling system or other equal approved; 15 x 600 x 600 mm 100% relative humidity resistance installed in Trulok F24 suspension system main runners at 1200mm centres and cross members at 600mm centers for exposed grid ; wire hangers not exceeding 1000mm long shot-fired to concrete soffit; Trulok matching angle edge trim ; plugging and screwing surfaces requiring plugging at perimeter;</b>					
<b>EXTERNAL PAINT</b>					
<b>Prepare and apply three coats; one undercoat and two full coats of weather guard paint as per Project Manager's approval</b>					
<b>VII</b>	<b>STAIRCASE AND RAMP FINISHINGS</b>				
<b>II</b>	<b>PLASTER WORK</b>				
<b>a</b>	<b>Insitu finishings; plaster; 12 mm first coat of cement and sand (1:3); 3 mm second coat of building plaster (stucco); steel trowelled</b>				
<b>I</b>	<b>BALUSTRADES</b>				
<b>IA</b>	<b>GENERAL JOINERY</b>				
<b>a</b>	<b>Approved local hardwood; Mkongo or local species like Mninga; selected</b>				
<b>IB</b>	<b>ROLLED PLATES, BARS, SECTIONS AND TUBES</b>				
<b>b</b>	<b>Mild steel; galvanised; B. S. 4360</b>				
<b>IC</b>	<b>ROLLED PLATES; BARS; SECTION OR TUBES</b>				
	<b>Stainless steel; grade 316; B.S.3100</b>				
<b>ID</b>	<b>PRECAST CONCRETE; BALUSTERS</b>				
	<b>Normal; class m20 (C15/20;) vibrated; surface fair finish</b>				
<b>1E</b>	<b>MILD STEEL BALUSTRADES/ FIRE ESCAPE STAIRS</b>				
	<b>Rolled plates; bars, sections and tubes; Mild steel BS 4360</b>				
<b>III</b>	<b>TILES OR BLOCK FINISHINGS</b>				
<b>a</b>	<b>Terracotta/Porcelain tiles; to Architect's approval; to diagonal pattern bedding and jointing in cement mortar (1:1) grouting joints with matching colour</b>				
<b>b</b>	<b>Beds or backings; mortar; cement and sand (1:2)</b>				
<b>IV</b>	<b>PAINTING AND DECORATIONS</b>				
<b>a</b>	<b>Apply three coats of weathered guard paint</b>				

<b>VI</b>	<b>INTERNAL CEILING FINISHINGS</b>			
	<b>STRUCTURAL TIMBERS/ HANGERS</b>			
	<b>Cypress timber; grade 2; pressure impregnated; treated with insecticide</b>			
	<b>PLAIN SHEET FINISHING</b>			
	<b>Gypsum boards ceiling; to approval of the Project Manager; fixing with screws to manufacturer's recommendations</b>			
	<b>Prepare and apply three coats; one undercoat and two full coats of vinly wash and wear paint as per Architect's approval</b>			
	<b>Suspended Acoustic Ceiling System; armstrong; "Cirrus prima" suspended ceiling system or other equal approved; 15 x 600 x 600 mm 100% relative humidity resistance installed in Trulok F24 suspension system main runners at 1200mm centres and cross members at 600mm centers for exposed grid ; wire hangers not exceeding 1000mm long shot-fired to concrete soffit; Trulok matching angle edge trim ; plugging and screwing surfaces requiring plugging at perimeter;</b>			
<b>ELEMENT NO. 7</b>	<b>WINDOWS</b>			
<b>I</b>	<b>PRECAST CONCRETE; WINDOW CILL</b>			
<b>a</b>	<b>Normal; class M20 (C16/20; vibrated; surface fair finish</b>			
<b>III</b>	<b>GRILLE WORK</b>			
<b>a</b>	<b>Mild steel; B.S. 4360 Grilles; consisting of angle frames; mild steel bars or the like; ends welded and angles cut; mitred and welded; all welding ground to smooth finish; painted</b>			
<b>A</b>	Comprising 25 x 25mm SHS Frame and middle rails; 25x 3mm Flat bars welded on frame and middle rails with pattern; welds ground smooth; one coat etch primer, three coats gloss paint sprayed on, matt finish overall size 500 x 500mm high	Nr	2.00	
<b>B</b>	Comprising 25 x 25mm SHS Frame and middle rails; 25x 3mm Flat bars welded on frame and middle rails with pattern; welds ground smooth; one coat etch primer, three coats gloss paint sprayed on, matt finish overall size 1500 x 2000mm high	Nr	40.00	
<b>C</b>	Comprising 25 x 25mm SHS Frame and middle rails; 25x 3mm Flat bars welded on frame and middle rails with pattern; welds ground smooth; one coat etch primer, three coats gloss paint sprayed on, matt finish overall size 2000 x 2000mm high	Nr	4.00	
<b>D</b>	Comprising 25 x 25mm SHS Frame and middle rails; 25x 3mm Flat bars welded on frame and middle rails with pattern; welds ground smooth; one coat etch primer, three coats gloss paint sprayed on, matt finish overall size 1000 x 1000mm high	Nr	8.00	
<b>II</b>	<b>PURPOSE MADE UNITS (ALUMINIUM WINDOWS)</b>			
<b>a</b>	<b>Supply, fix/ install and commission all windows as per design</b>			
<b>B</b>	Composite units; Anodized Natural Aluminium framed windows with 50 x 150mm section; Complete with 6mm thick tinted laminated glass and mosquito	Nr	40.00	

	wire gauze; including all necessary fittings and iron mongery as per hafele Window Frame and Shutters; complete with sliding light/fixed light casements and side/ top hung casements overall size 1500x2000mm high				
A	Composite units; Anodized Natural Aluminium framed windows with 50 x 150mm section; Complete with 6mm thick tinted laminated glass and mosquito wire gauze; including all necessary fittings and iron mongery as per hafele Window Frame and Shutters; complete with sliding light/fixed light casements and side/ top hung casements overall size 500x500mm high	Nr	2.00		
C	Composite units; Anodized Natural Aluminium framed windows with 50 x 150mm section; Complete with 6mm thick tinted laminated glass and mosquito wire gauze; including all necessary fittings and iron mongery as per hafele Window Frame and Shutters; complete with sliding light/fixed light casements and side/ top hung casements overall size 2000x2000mm high	Nr	4.00		
D	Composite units; Anodized Natural Aluminium framed windows with 50 x 150mm section; Complete with 6mm thick tinted laminated glass and mosquito wire gauze; including all necessary fittings and iron mongery as per hafele Window Frame and Shutters; complete with sliding light/fixed light casements and side/ top hung casements overall size 1000x1000mm high	Nr	8.00		
<b>IV</b>	<b>OFFICE CURTAIN BLINDS</b>				
<b>a</b>	<b>Supply and fix office curtain blinds; including all fitting accesories</b>				
<b>ELEMENT NO. 8</b>	<b>ROOF STRUCTURE AND COVERING</b>				
<b>II</b>	<b>STRUCTURAL STEEL</b>				
<b>a</b>	<b>WELDABLE STEELWORK; B.S. 449 PART 2; HOT FINISHED</b>				
	<b>bolts</b>				
	<b>Unframed; bolted and welded site connections Roof trusses</b>				
	<b>Fittings; bolted and welded</b>				
	<b>paint to steel work</b>				
<b>b</b>	<b>STRUCTURAL STEEL WORK; WELDABLE; BS 5950</b>				
	<b>Unframed; bolted and welded site connections; treated with anti-rust duram AS4; including paint of red oxide, one coat primer at works; and duram NS8 polytop coat on site after erection; roof</b>				
<b>c</b>	<b>STRUCTURAL STEEL SECTION; GRADE 43; BS 4360; COMPLETE</b>				
	<b>Unframed; bolted and welded site connections; treated with anti-rust duram AS4; including paint of red oxide, one coat primer at works; and duram NS8 polytop coat on site after erection; roof trusses</b>				
<b>III</b>	<b>PITCHED ROOF COVERING</b>				

<b>I</b>	<b>Roof covering</b>				
<b>II</b>	<b>Accessories to roof covering</b>				
<b>III</b>	<b>Translucent covering; sloping not exceeding 45 degrees from horizontal</b>				
<b>IV</b>	<b>FLAT ROOF WATER PROOFING</b>				
A	Rainwater downward pipes; solvent weld joints in the running length 100mm; fixing to backgrounds requiring plugging with and including standard holder bats	m	21.00		
<b>I</b>	<b>MOISTURE AND WATER PROOFING ON TERRACE/ROOF FLOOR</b>				
A	4mm APP modified bituminous membrane with mineral finishes covered with sand 50mm thick cement screed mixed with approved water proof material for Gutter treatment	m2	45.00		
B	4mm APP modified bituminous membrane with mineral finishes covered with sand 50mm thick cement screed mixed with approved water proof material for Flat roof treatment	m2	435.00		
C	Cement sand (1:3) screeded bed; with and including approved water proofing additive 40mm thick; to receive waterproofing; flat, to falls or cross falls or sloping not exceeding 45 degrees from horizontal; gutter	m2	45.00		
D	Cement sand (1:3) screeded bed; with and including approved water proofing additive 40mm thick; to receive waterproofing; flat, to falls or cross falls or sloping not exceeding 45 degrees from horizontal; Flat slab	m2	435.00		
a	<b>Skirtings; overall bonding to cement and sand base</b>				
c	<b>light weight concrete</b>				
b	<b>Beds and Backings</b>				
<b>II</b>	<b>CORRUGATED OR PLAIN SHEET METAL ROOFING</b>				
<b>V</b>	<b>RAIN WATER DISPOSAL</b>				
<b>I</b>	<b>RAINWATER INSTALLATIONS</b>				
a	<b>Rainwater down pipework; unplasticised PVC pipes and fittings; B.S. 4514; colour to approval; Pipes; solvent weld straight couplings in the running length; embedded in flat concrete/blockwork</b>				
b	<b>Pipes in ducts; solvent weld straight couplings in the running length; fixed with standard holderbats at 1500mm centres to backgrounds requiring plugging</b>				
c	<b>Rainwater fittings; Pluvia or equal to approval; Roof outlets; "Pluvia" type; joints to pipes</b>				
<b>II</b>	<b>SURFACE WATER DRAINAGE</b>				
a	<b>Surface water drainage pipes; unplasticised PVC pipes and fittings; B.S. 4514; Pipes for surface water collection; laid in concrete beds; solvent weld straight couplings in the running length</b>				
<b>I</b>	<b>ROOF STRUCTURAL TIMBERS</b>				
b	<b>Approved local hardwood; Pergola including finishes (varnish and the like) and all fittings</b>				
d	<b>carpentry metalwork; mild steel; galvanised</b>				

a	<b>Mpodo, mtambara, cypress or cedar; seasoned with moisture content below 18%; pressure impregnated; treated with insecticide</b>				
c	<b>carpentry sundries</b>				
<b>BILL NO. 4</b>	<b>BUILDING SERVICES INSTALLATIONS</b>				
<b>ELEMENT NO. 1</b>	<b>SANITARY AND PLUMBING INSTALLATIONS</b>				
	<b>GATE HOUSE</b>				
	<b>SANITARY APPLIANCE</b>				
	<b>Supply and install all above ground/exposed of class "B" to BS EN 12056 - 2:2000 uPVC pipe complete with associated fitting including chasing walls, pipe supports and necessary decoration for exposed pipe work.</b>				
	<b>Pipes; fixing with holders to backgrounds requiring plugging</b>				
	<b>Supplying and fixing sanitary fittings; Ex-RAK, Armitage Shanks, Ideal Standard or other equal approved</b>				
	<b>COLD WATER INSTALLATIONS</b>				
	<b>Service pipework; PPR pipes "Diazyn" make, or equivalent to the approval of the Project Manager; B.S. 3505 class D; fittings inclusive</b>				
	<b>Ancillaries</b>				
	<b>Equipment</b>				
	<b>SUNDRIES</b>				
	<b>General Case for the Whole Plumbing and Fire Fighting Installations</b>				
A	Allow for production of shop/working drawings as specified	item	1.00		
B	Allow for preparation of As-built drawings as specified	item	1.00		
C	Allow for the testing and commissioning of the whole of air conditioning and ventilation installations as specified	item	1.00		
D	Allow for production of Operation and Maintenance Manuals as specified	Item	1.00		
E	Allow for maintenance of water supply and drainage systems for the whole of defect liability period	Item	1.00		
F	Supply and install to work water meter approved by Municipal.	No	1.00		
	<b>1. MAIN BUILDING</b>				
	<b>SANITARY APPLIANCES</b>				
	<b>Sanitary Appliances as per specifications and schedule of sanitary fitting. However other manufacturer approved equal will be accepted but in an acceptable uniformity for the project</b>				
A	Western type, close coupled WC in white vitreous china to BS 3402. Complete with: 6 litre cistern with chromium plated double push button, bottom supply and internal overflow; plastic seat and cover; S, P, or turned P trap; WC screwed to floor and cistern screwed to wall. Include all necessary accessories and connection to drainage pipe	No	6.00		
B	Hand wash basin, 560x475mm, in white glazed vitreous china to BS 3402.	No	11.00		

	Complete with: single tapholes, chromium plated mixer taps measured separately; fixing brackets with screws to backgrounds requiring plugging; chromium plated waste and bottle trap, semi-pedestal fixed to wall. Include connection to drainage pipe and all necessary accessories				
C	Chrome plated as Jaquar or equal approved level operated Mixer taps to hand wash basins. Complete with brass back nut and all necessary accessories	No	11.00		
D	Urinal bowl in white vitreous china to BS 3402. Complete with: pneumatic urinal actuator flush, back inlet spreader and concealed outlet, domed plastic waste and plastic P trap with 75mm seal, vitreous china division panels fixed to wall. Including connection to drainage pipe and all other necessary accessories	No	4.00		
E	Double bowl Kitchen Sink, made by stainless steel 304, complete with kitchen mixer tap as per Jaquar or any equivalent approved complete with bottle traps and all necessary accessories as per Engineers approval.	No	2.00		
F	Floor gullies with 150 x 150mm chromium plated grating and built in water trap with 50mm min. water seal with bottom side outlet	No	15.00		
G	Supply and Install recessed shower mixer complete with shower rose, telephoning shower, chrome plated and all necessary accessories	No	5.00		
F	made of M-class rubber braided in 304 stainless steel, 304 stainless steel ferrule and chrome plated end fitting. Include	No	24.00		
G	Stainless steel, wall mounted, toilet roll holder in toilets	No	6.00		
H	Wall mounted, soap holder with drainage hole to hand wash basins	No	5.00		
I	Chrome plated handspray and flexible hose to toilets, complete with angle stop valve and all necessary accessories	No	6.00		
J	Mwtal Hand driers, Automatic ON/OFF sensor as per specifications	No	5.00		
<b>Water storage tanks</b>					
A	Water storage tank; "Simtank" or equivalent to the project manager's approval; 5000 litres actual capacity; 3 No connections; including all necessary accessories	No	3.00		
<b>MIRRORS</b>					
<b>Clear plate; SQ; silvered and primed on back with one coat aluminium primer</b>					
A	6mm silver Mirror, lead backed, size 450	No	11.00		

	x 600mm with arise edges fixed to wall with mirror screws				
<b>Sewerage Piping</b>					
A	Class C, uPVC pipework and fittings as manufactured by 'Plasco' or equal approved Below ground foul water drainage pipe, complete with fittings and accessories. Including trench excavation and backfilling with selected materials as specified; 50mm	Lm	33.00		
B	Class C, uPVC pipework and fittings as manufactured by 'Plasco' or equal approved Below ground foul water drainage pipe, complete with fittings and accessories. Including trench excavation and backfilling with selected materials as specified; 75mm	Lm	23.00		
C	Class C, uPVC pipework and fittings as manufactured by 'Plasco' or equal approved Below ground foul water drainage pipe, complete with fittings and accessories. Including trench excavation and backfilling with selected materials as specified; 100mm	Lm	64.00		
D	Manholes 150mm concrete G25 base, 200mm solid concrete block walls, and 150mm concrete G25 suspended slab; internal finish with 12mm thick cement sand lander (1:4); mass concrete benching in 1:6 slope towards drain chanel with smooth surface cement (1:1) finish, complete with heavy duty manhole cover of size 600 x 600 (550mm diam.) and frame to BS 124, step irons to BS 1247 750 x 700(1100Φ) x 600 min. depth	No	10.00		
E	Gully with P-trap outlet 100mm diameter, trap in mansonry inspection chamber of internal size 400x400x400mm deep and medium duty cast iron framed cover of size 450 x 450mm	No	4.00		
F	HDPE pipework and fittings as manufactured by 'Geberit' or equal approved Above ground foul water drainage pipe, complete with fittings and accessories. Including standard holder bats fixing to wall or slab requiring plugging 2" (50mm) diameter	Lm	24.00		
G	HDPE pipework and fittings as manufactured by 'Geberit' or equal approved Above ground foul water drainage pipe, complete with fittings and accessories. Including standard holder bats fixing to wall or slab requiring plugging C 2" (100mm) diameter	Lm	16.00		
H	Allow for traps, bends, Tees, reducers, Y-branches, vent pipes, vent cowl and all other necessary accessories to suite the above foul water drainage installations	No	1.00		

	<b>Rainwater Pipe System HDPE -AL- PEX (GINDE) Pipes (all diameter in internal)</b>				
A	75mm diameter uPVC or approved equivalent material, rain water down pipes including associated fittings and accessories	Lm	120.00		
B	Allow for, bends, Tees, reducers, Y-branches, and all other necessary accessories to suite the above storm water drainage installations	Item	1.00		
C	100mm Fiber full bora storm water collector (Fullbora) with 75mm Diameter outlet point as per drawings and specifications.	No	1.00		
	<b>Equipment and Machinery</b>				
	<b>Booster pump sets; Grundfoss; type CR 45-3, 11kW, 3Phase pump or equivalent to the Project Manager's approval</b>				
A	Groundfos type or equal approved equivalent, in duty and standby arrangement, to boost water from underground to elevated tanks. Complete with: duplex pump control panel for fully automatic change over between pumps; pressure switch and pressure tank, factory pre-wired and assembled to one common base, anti-dry running protection, suction control by float switch, fittings and all other necessary accessories Pump capacity: 6m <sup>3</sup> /Hr, 12m head	No	1.00		
B	Roof pressurized water solar heter complete with hot water storage of 300LTRS including standing supports and all necessary accessories	No	1.00		
	<b>FIRE FIGHTING INSTALLATIONS</b>				
	<b>PORTABLE FIRE EXTINGUISHER</b>				
	<b>Supply and install the following portable fire extinguisher bottles complete with wall mounting brackets</b>				
A	Dry powder type, 6.0kg capacity bottle as manufactured by NAFFCO or equal approved, including fixing brackets	No	12.00		
B	Supply and Install a 10Kg clean gas automatic fire extinguishers to the Equipment rooms, saver rooms and Control cabin are area	No	5.00		
	<b>HOSE REEL INSTALLATION</b>				
	<b>Pipe work galvanized mild steel pipes to BS 1387 medium grade with screwed and socketed joints Exposed parts painted red</b>				
A	Hosereel Booster Pump Electrically driven fire fighting pump set in duty and stand-by arrangement with capacity of 3.6m <sup>3</sup> /hour and 50.0m head, coupled with a pressurized tank and should have a pressure switch for 1.8bar pressure setting, including duplex control panel for fully automatic change over between pumps and other accessories. Pre-factory	set	1.00		

	wired, assembled to one common base and tested for operation as "GRUNDFOS" or other equal and approved				
B	Swing type fire hose reel NAFFCO brand or equal approved, complete with standard cabinet housing (for hose reel and 2no. Portable extinguishers) and wire glass vision panel; hose diameter 25mm, hose length 30m	No	6.00		
C	25mm diam. GI pipe for fire water distribution, including all valves and fittings.	Lm	12.00		
D	50mm dia. GI pipe for fire water distribution, incling all valves and fittings.	Lm	85.00		
<b>SPRINKLER INSTALLATION</b>					
<b>Supply and install fire-fighting system complete with all associated accessories; pipe work, galvanized mild steel pipes to BS 1387 , medium grade with screwed and socketed joints. Exposed parts painted red. Pipes, galvanized hangers or holderbats fixing to backgrounds requiring plugging</b>					
<b>FIRE SIGNAGE</b>					
<b>DRY RISER INSTALLATION</b>					
<b>Pipe work, galvanized mild steel pies to BS 1387, medium grade with screwed and socketed joints Exposed parts painted red</b>					
<b>BUILDER'S WORKS IN CONNECTION</b>					
<b>Builder's work in connection with Plumbing Installations and all the foregoing works.</b>					
A	HDPE pipework and fittings as manufactured by 'Plasco' or equal approve. 75mm diameter underground pipe, connected to main site supply, including all fittings and accessories	Lm	180.00		
B	50mm diameter underground pipe, supplying water to underground tank, including all fittings and accessories	Lm	80.00		
C	Hand wheel operated, flanged gate valves to BS 5163 and polished by manufacturer as specified. Include valve chambers to specification 75mm diameter	No	6.00		
D	Hand wheel operated, flanged gate valves to BS 5163 and polished by manufacturer as specified. Include valve chambers to specification 50mm diameter	No	6.00		
<b>CLEAN WATER SUPPLY</b>					
<b>Green pipe pipes (PP-R, PN-20) (all diameter is internal); Water supply pipe including fittings and accessories; (elbows, Tees, connectors, bends etc).</b>					
A	20mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	36.00		
B	25mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	38.00		
C	32mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	28.00		

D	40mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	10.00		
E	50mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	10.00		
F	Hand wheel operated gate valves to BS 5433 and polished by manufacturer as specified; 50mm	No	6.00		
G	Hand wheel operated gate valves to BS 5433 and polished by manufacturer as specified; 32mm	No	4.00		
H	Hand wheel operated gate valves to BS 5433 and polished by manufacturer as specified; 25mm	No	8.00		
I	Class 'C' PP-R pipework and fittings as manufactured by 'Dizayn' or equal approved.15mm diameter, including fittings and accessories (elbows, tees, connectors, bends etc)	Lm	35.00		
<b>ELEMENT NO. 2</b>	<b>ELECTRICAL INSTALLATIONS</b>				
	<b>1. ELECTRICAL RETICULATION INSTALLATION</b>				
	<b>I. HIGH VOLTAGE (HV) SUPPLY AND DISTRIBUTION</b>				
A	Supply from 33kV HT pole to HV power room; 3core x 125mm <sup>2</sup> XLPE/SWA/PVC/Cu cable	m	1,000.00		
B	Supply from Power source to 315kVA transformer 3core x 95mm <sup>2</sup> CU/XLPE/SWA/PVC, 33kV cable	m	200.00		
C	33kV termination kit, lighting arestor ,drop fuses and all accessories for connection HT	Item	1.00		
D	33kV metering unit	Item	1.00		
E	Supply and install 200kVA, 33/0.4kV, 50Hz, DYN11, Delta-star Transformer with transformation ratio adjustment +/- 2x2.5%; outdoor type, Floor mounted complete with all necessary installation accessories and earthing system with not more than 1ohm	Item	1.00		
F	Supply and Install two separate meters for TAA and TCAA facilities respectively.	No	2.00		
G	Provide for supevision, testing and commissioning of main power works by TANESCO	lumpsum	1.00		
H	Supply and fix the following Low Voltage Panel and accessories to surface and backgrounds requiring plugging; MERLIN GERIN or similar approved by Engineer with sheet steel case; fully shrouded;MCCB and 415V,surge arrestors 12 ways TPN weather proof Distribution panel; 400 Amps rating with outgoing device 3P MCCB standard IEC 439-1, BS	No	1.00		

	5486, type tested assembly c/w 30kA surge arrester for lift				
<b>III. SUB-MAIN CIRCUITS INSTALLATIONS</b>					
<b>Supply from 400A Main distribution board for Main building to floor individual distribution boards</b>					
A	4core x300mm <sup>2</sup> CU/XLPE/SWA/PVC LSZH cable to Main Distribution board	m	200.00		
B	4core x 16mm <sup>2</sup> CU/XLPE/SWA/PVC LSZH cable to Distribution board DBA, DBAAC, DBB,and DBM	m	120.00		
C	4core x 10mm <sup>2</sup> CU/XLPE/SWA/PVC LSZH cable to lift	m	20.00		
D	4core x 6mm <sup>2</sup> CU/XLPE/SWA/PVC LSZH cable to distribution boards DBC and DBCAC	m	100.00		
<b>Cable Trunking complete with all installation accessories as MK Prestige Plus</b>					
A	175 x 50mm 3 compartments PVC trunking assembly N with all accessories	m	290.00		
B	Cable trays installation c/w all accessories as MK Matrix or equivalent approved by engineer 200X75mm in the ceiling void	m	140.00		
C	300X75mm in the ceiling void	m	140.00		
D	3 compartment floor box recessed in the floor	No	10.00		
E	Trunking and fitting; fixing with Screws MK & Salamandre type 170x50mm 3 compartment trunking complete with all necessary fitting eg.corners, covers etc MEM type	m	120.00		
F	Cable trays installation c/w all accessories as MK Matrix or equivalent approved by engineer 200X75mm in the ceiling void	m	70.00		
G	300X75mm in the ceiling void	No	70.00		
H	3 compartment floor box MK CRP336W	No	2.00		
<b>Conduits</b>					
<b>Power distribution; supply, install, connect and commission; Complete with equipment as specified in relevant drawings</b>					
A	Provide all necessary earthing high voltage conductivity electrodes with drive head assemblies and earthing clamps with link to earth rods/earth pit and 1cx150mm <sup>2</sup> Copper cable PVC Yellow/Green; cables run in parallel for the MPB and all other distribution board for the entire electrical installation system.	No	1.00		
<b>Supply and fix the following Distribution board and accessories to surface and backgrounds requiring plugging; MERLIN GERIN type B or similar approved with sheet steel case; fully shrouded;MCCB and 415V, 25kA surge arrestors</b>					
A	Supply and fix the following Low Voltage Panel and accessories to surface and backgrounds requiring plugging; MERLIN GERIN/ABB or similar	No	3.00		

	approved with sheet steel case; fully shrouded; RCCB and 415V, 25kA surge arrestors 4 ways ;TPN 63 Amp rating Distribution Board; intergral with 63/0.3A RCCB switch coming with intergral MCB'S, type tested assembly c/w 15kA surge arrestor				
B	8 ways ; TPN 63 Amp rating Distribution Board; intergral with `63A TPN RCD for services and rentable space	No	4.00		
C	4 ways ; TPN 63 Amp rating Distribution Board; intergral with `63A TPN RCD for lift machine	No	1.00		
D	8 ways ; TPN 40 Amp rating Distribution Board; intergral with 40/0.3A RCCB switch switch coming with intergral MCB'S, type tested assembly c/w 15kA surge arrestor, IP65 board	No	1.00		
E	Dual energy meter 400A 3phase,50hz	No	1.00		
<b>II. LOW VOLTAGE (LV) MAIN CIRCUITS INSTALLATIONS</b>					
<b>IV. FINAL SUB - CIRCUITS AND AUXILLIARY INSTALLATIONS</b>					
<b>Supply to accessories and equipment ; 3 x 1.5mm<sup>2</sup> core copper cable and upvc conduit ; boxes, bends etc,</b>					
A	lighting circuits ; light points ;	No	150.00		
B	lighting switch circuits ; one gang one way points; in 14Nr	No	20.00		
C	lighting switch circuits; one gang two way points; in 6Nr.	No	12.00		
D	lighting switch circuits ; two gang one way points; in 5Nr	No	8.00		
E	lighting switch circuits ; three gang two way points; in 2Nr	No	3.00		
F	lighting switch circuits ; two gang two way points; in 2Nr	No	4.00		
G	G lighting switch circuits ; three gang one way points; in 2Nr.	No	4.00		
H	lighting circuits ; light points ; in 73Nr	No	73.00		
I	lighting switch circuits ; one gang one way points; in 14Nr.	No	14.00		
J	lighting switch circuits; one gang two way points; in 3Nr.	No	3.00		
K	lighting switch circuits ; two gang one way points; in 3Nr.	No	3.00		
L	lighting switch circuits ; three gang two way points; in 1Nr	No	1.00		
M	lighting switch circuits ; two gang two way points; in 1Nr	No	1.00		
N	lighting switch circuits ; three gang one way points; in 1Nr	No	1.00		
<b>Supply and install 3 x 1core x 2.5mm<sup>2</sup> copper cable including PVC conduits and all accessories etc, from the distribution boards to the outlets</b>					

A	power outlet circuits ; socket outlet points in 48Nr	No	77.00		
B	Clean power outlet circuits ; socket outlet points in 19Nr	No	19.00		
C	Air conditioning circuits ; DP outlet points in 16Nr	No	24.00		
D	Hand driers circuits ; DP outlet points in 2Nr	No	3.00		
E	Extract fan circuits ; DP outlet points in 2Nr	No	2.00		
F	Kitchen hood circuits ; DP outlet points in 1Nr	No	2.00		
G	3 x 1c x 6mm <sup>2</sup> core copper cable and upvc conduit ; bends etc, power circuits ; cooker control point ; in 1Nr.	No	2.00		
H	power outlet circuits ; socket outlet points in 58Nr	No	58.00		
I	Air conditioning circuits ; DP outlet points in 15Nr	No	15.00		
J	Hand driers circuits ; DP outlet points in 2Nr	No	2.00		
K	Kitchen hood circuits ; DP outlet points in 1Nr	No	1.00		
L	3 x 1c x 6mm <sup>2</sup> core copper cable and upvc conduit ; bends etc, power circuits ; cooker control point ; in 1Nr.	No	1.00		
<b>Supply and install PVC conduits for the following items to allow cables pass in</b>					
<b>VI. GENERATORS</b>					
A	Supply and install Uninterrupted power supply for clean power with; main control and indicator panels print-out facility; 1hour standby with 15kVA, 3 phases and 230/400V,50 Hz Supplied and supported by ABB/Trippl-LIT brand providing 2 years warrant. Comes with an external by-pass switch to be used during maintenance c/w 30 minutes back-up	No	1.00		
B	Supply, installation, testing and commissioning of Diesel Engine operated Electric Generating Set of 200 KVA capacity complete with ATS and / AMF Panel, MS class-C exhaust pipe with accessories and insulation, Battery Charger, concrete foundation etc. all conforming to IEC/BS standard, as per specifications and as required	No	1.00		
C	Supply and install 6000 litres diesel fuel tank,complete with mounting foundation elevated at minimum 1.2m AFFL for gravitational supply to the two generators including all accessories	m	1.00		
<b>300KVA Automatic three phase voltage stabilizer as ORTEA SIRIUS Y1000-20 or with the following specs: -</b>					

<b>2. ACCESSORIES</b>					
<b>Switches ; MK Logic Plus Catalogue Reference Nr</b>					
A	10 amp : one gang ; one way Ref K4870 WHI	No	24.00		
B	10 amp : two gang ; two way Ref K4872 WHI	No	22.00		
C	C 10 amp : one gang ; two ways Ref K4871 WHI	No	12.00		
D	10 amp : intermediate switch; Ref K4875 WHI	No	3.00		
E	10 amp : three gang ; one ways Ref K4873 WHI	No	4.00		
F	20 amp : two gang ; two ways Ref S8432 WHI	No	6.00		
G	20 amp : three gang ; two ways Ref S8433 WHI	No	4.00		
H	20 amp : three gang ; two ways dimmer switch	No	10.00		
I	Double pole switches ; MK Albany Plus Catalogue Ref. 20 amp ; Ref K 5233 WHI marked Hand Drier, Extract fan	No	14.00		
J	Double pole switches ; MK Albany Plus Catalogue Ref. Nr 20 amp ; Ref K 5233 WHI marked AC	No	61.00		
K	Double pole switches ; MK Albany Plus Catalogue Ref. Nr20 amp ; Ref K4896NCHWHI marked kitchen hood (cooker hood)	No	4.00		
L	Double pole cooker control unit 45 amp ; Ref K14361WHIW ; 13 amp switch socket outlet (1,1)	No	4.00		
M	10 amp : one gang ; one way Ref K4870 WHI	No	14.00		
N	10 amp : two gang ; one way Ref K4872 WHI	m	3.00		
O	10 amp : one gang ; two ways Ref K4871 WHI	No	3.00		
P	10 amp : intermediate switch; Ref K4875 WHI	No	1.00		
R	10 amp : three gang ; one ways Ref K4873 WHI	No	1.00		
S	20 amp : two gang ; two ways Ref S8432 WHI	No	1.00		
T	20 amp : three gang ; two ways Ref S8433 WHI	No	1.00		
U	20 amp : three gang ; two ways dimmer switch	No	1.00		
<b>Switch sockets; MK Logic Plus Cat.Ref.Nr</b>					
A	Twin 13A switch socket outlets 2X USB ref.no. K2743 WHI	No	106.00		

B	Twin 13A switch socket outlets ref.no. K2747 RED	No	19.00		
C	TV/SAT/FM co-axial single socket outlet; Ref.Nr K3561	No	5.00		
<b>Isolating switch fuses ; rewirable carriers</b>					
<b>Contactors controls and time clocks</b>					
A	Masterseal SP 10 amp photo electric switch mk Ref 56748	No	2.00		
B	30 amp ; four pole ; twin module Contactor MK Sentry Cat.Ref 64	No	2.00		
C	Motion sensor for corridor	No	18.00		
<b>3. LIGHTING FITTINGS</b>					
<b>Supply and fix the following lighting equipments and Luminaires; complete with lamps tubes or bulbs; Thorn or Oppl Catalogue Reference Numbers</b>					
A	LED Linear U2 36W Code:L1200W100 as in Oppl lighting Type A	No	3.00		
B	LED Downlight E3 slim HPR 540001034510,12W, 960 lumen Type C,	No	14.00		
C	LED Downlight E3 slim HPR 540001034510,12W, 960 lumen Type Ce,	No	15.00		
D	TLX 0830 Surface mounted, 16W,Thornlux, Type U	No	6.00		
E	LED Spotlight E HQ Code: 541003056110 9W 4000k as in Oppl lighting. Type E.	No	14.00		
F	LED panel E4 SLIM 542004059410 40W, 4000K as in Thornlux, Type G	No	86.00		
G	LED Floodlight EQ2 Code: 709000074100 10W 3000K as Oppl lighting, Type O c/w foundation and all necessary accessories	No	2.00		
H	LED Downlight E2 SLIM HPF 6W Code: 540002024710 as Oppl lighting, Type T	No	20.00		
I	LED Bollard E IP65 CODE:543012001310 10W.as in Oppl, Type B	No	12.00		
J	LED STREETB LIGHT EQ 20W 2000 LUMEN CODE; 543014043400 type S	No	10.00		
L	LED Linear U2 36W emergent type as in Oppl lighting	No	4.00		
M	Voyager Blade EXIT light, 5W Ultra slim, LED exit sign with 3 hour	No	4.00		
N	LED Panel E4 slim CODE:542004059410 4000k 40W	No	5.00		
O	LED Panel E4 slim CODE:542004059410 4000k 40W	No	18.00		
P	Supply and fix the following lighting equipments and Luminaires ; complete with control gear,lamps tubes or bulbs and all accessories with LEDs, lamps tubes or bulbs LED Linear U2 36W as in Oppl	No	1.00		

	lighting. Type A.				
R	LED Downlight E3 slim HPR 540001034510, 12W, 960 lumen	No	8.00		
S	TLX 0830 Surface mounted, 16W, emergency type as in Thornlux	No	4.00		
T	LED Panel E4 slim CODE:542004059410 4000k 40W.as in Oppo	No	23.00		
U	LED Panel E4 slim CODE:542004059410 4000k 40W. Emergency	No	10.00		
V	LED Downlight E2 SIM HPF 6W Code: as Oppl lighting	No	2.00		
W	TLX 0830 Surface mounted, 16W,Thornlux, Type U	No	11.00		
X	LED floodlight E4, 50W, 5500lumen, code; 709000074800	No	8.00		
Y	Frame round wall 7W Code:605092 as SG lighting, Type W	No	8.00		
<b>4. SUNDRIES AND GENERAL MATTERS</b>					
A	Provide sum for all supports fixings anchors insulation blocks and anti vibration devices	item	1.00		
B	Provide sum for all identification plates discs charts and colour coding for Electrical system	item	1.00		
C	Provide for testing and commissioning the foregoing Installations in accordance with the rules regulations and requirements described in the Specifications	item	1.00		
D	Provide sum for training of 5 personnel as technical specification and Engineer's approval	Item	1.00		
E	Allow for protecting the work in this Element	item	1.00		
F	Obstruction light to the requirement of aviation with their control board	No	4.00		
G	Allow cost for factory visit to generator manufacturer factory for the consultant and Employer representatives comprise of 5 persons, This will include visit coordination, cost for Visa, air tickets, meals and accomadation, local transport and all allowancence to the team.	item	1.00		
<b>BUILDER'S WORK</b>					
<b>Builder's work in connection with Electrical, Fire Alarm and Detection System, Telecommunication and all the foregoing works.</b>					
<b>5. LIGHTING PROTECTION SYSTEM</b>					
A	Provide all necessary earth electrodes copper earthing tape, straps, earth plates,lightining terminals, test clamps and forked conductor rod and link to the main earthing 3mm x 25mm copper strip through the columns	m	300.00		

B	1000mm height Air terminal - single head with 3m pole base as per Engineer's approval	No	10.00		
<b>ELEMENT NO. 3</b>	<b>HEATING, VENTILATION AND AIR CONDITIONING INSTALLATIONS</b>				
	<b>AIR-CONDITIONING AND VENTILATION</b>				
	<b>Single Split Air Conditioners with ceiling cassette Fan coil unit</b>				
A	Supply and install Single Split Air conditioner of LG brand or approved equivalent; each unit shall be complete with wireless remote, outdoor air-cooled condensing unit and indoor wall mounted fan coil unit; cooling capacity: 5.2 kW [12kBtu/h]	No	14.00		
B	Supply and install Single Split Air conditioner of LG brand or approved equivalent; each unit shall be complete with wireless remote, outdoor air-cooled condensing unit and indoor wall mounted fan coil unit; cooling capacity: [18kBtu/h]	No	8.00		
C	Supply and install Single Split Air conditioner of LG brand or approved equivalent; each unit shall be complete with wireless remote, outdoor air-cooled condensing unit and indoor wall mounted fan coil unit; cooling capacity [24kBtu/h]	No	8.00		
D	Allow for power cabling to outdoor and indoor units, cable in GI or uPVC conduits including all necessary accessories 4-core, flexible, 2.5sqmm	Lm	80.00		
E	2-core, shield wire, 1.5sqmm for controls between units, running into GI or PVC conduits and including all other accessories.	Lm	30.00		
F	Allow for automatic voltage switcher (AVS) for split air conditioners	No	30.00		
G	Allow for PVC trunking to cover refrigerant piping running externally	Lm	40.00		
	<b>Single Split Air Conditioners with wall cassette Fan coil unit</b>				
	<b>Branch Distributor</b>				
<b>I</b>	<b>Refrigerant Pipes and Fittings to BS 2871</b>				
<b>a</b>	<b>Supply and install refrigerant copper pipes complete with associated fittings, insulation as recommend by manufacturer. Supports inclusive.</b>				
A	6.4mm dia., copper pipe	m	120.00		
B	12.7mm dia., copper pipe	m	120.00		
<b>II</b>	<b>Condensate Drainage Pipes(PVC) and its associated Fittings</b>				
<b>a</b>	<b>Supply and install condensate drainage PVC pipes complete with associated fittings; Supports inclusive.</b>				
A	Hard uPVC drain pipe, complete with associated fittings, insulation and supports; 25mm $\Phi$	m	80.00		
<b>b</b>	<b>Armaflex (insulation)</b>				

<b>c</b>	<b>Extract grilles</b>				
<b>d</b>	<b>Extract Fans</b>				
A	Wall mounted toilet Extract fan, Mounted to glass as per Engineers approval with capacity of 100l/s at 50Pa.	No	8.00		
B	Allow for associated power supply and control cabling in association with above toilet extract fan	No	1.00		
	<b>Duct system and All Accessories</b>				
<b>III</b>	<b>Builder's work in connection with Ventilation and Air-conditioning Units Installations</b>				
A	Allow for production of shop/working drawings as specified	item	1.00		
B	Allow for preparation of As-built drawings as specified	Item	1.00		
C	Allow for the testing and commissioning of the whole of air conditioning and ventilation installations as specified	Item	1.00		
D	Allow for production of Operation and Maintenance Manuals as specified	Item	1.00		
E	Allow for fully servicing of air conditioning system for the whole of defect liability period	Item	1.00		
F	Supply and install ceiling fan associated with decorative light operated with remote controler, wood finishes with 4No. Blades as per Engineers approval.	Item	1.00		
G	Supply and install ceiling fan operated with remote controler, wood finishes with 4No. Blades as per Engineers approval.	Item	1.00		
<b>ELEMENT NO. 4</b>	<b>VOICE, DATA AND STRUCTURED CABLING INSTALLATIONS</b>				
	<b>4. SUNDRIES FOR DATA, VOICE AND ITC INSTALLATION</b>				
A	Allow sum for preparation of "As Built Drawings" (A3 paper) - 4 Sets and operating manuals	Lumpsum	1.00		
B	Allow sum for testing and commission of the whole completed ICT installed infrastructure	Lumpsum	1.00		
	Provide sum for application and installation of 4 telephone lines from TTCL	Lumpsum	1.00		
	<b>BUILDER'S WORK IN CONNECTION WITH ICT INSTALLATIONS</b>				
<b>I</b>	<b>STRUCTURED CABLING</b>				
<b>a</b>	<b>Structured Cabling, all equipment and accessories as per specifications and approved</b>				
A	Provide sum for 24-Core fiber optic cable (OM3 tight buffered Fibre 50/125)cable to link to the building and ISP(Internet Service Provider)	LM	500.00		
B	Siemon/Excel CAT 6A 2 X RJ 45 data double face module wall outlets complete With colour coded designation shutters. Each point should be labeled properly.	No	71.00		

C	Siemon/Excel CAT 6A Factory terminated 3m RJ45-RJ45 patch cords.	No	104.00		
D	Siemon/Excel CAT 6A Factory terminated 1m RJ45-RJ45 patch cords.	No	104.00		
E	24 Ports Siemon/Excel CAT 6 Patch Panel for Security Switch	No	24.00		
F	42U 19' Floor standing Data cabinet with cooling fans 600 mm depth complete with a vented server rack mount shelf Trays, all cable management accessories, both mesh door with lock and key, adjustable shelving, two PDU with 6 power outlets and extract fans as approved'	No	4.00		
G	Allow sum for clear labeling of data points and cable dressing	Item	1.00		
I	Cat 6A UTP Cable associated with 25mm Diameter UPVC heavy gauge conduit, bends, Draw wires etc.	LM	25,000.00		
H	C9300-24P-E Catalyst 9300 24-port PoE+, Network Essentials 24-port license C1A1TCAT93001-3Y C9300-DNA-E-24-3Y C9300 Cisco DNA Essentials , 24-port Incl. 1M Stack Cable Term license C9300-DNA-E-24-3Y C9300 Cisco DNA Essentials, 24-port, 3 Year Term license.	Item	8.00		
J	Cisco 9100 Series Wireless access point Wi-Fi 6	EA	11.00		
K	Layer 3 network switch Catalyst 9500 24x1/10/25G and 4-port 40/100G, Essential (C9500-24Y4C-E), SNTC-8X5XNBD Catalyst 9500 24-port 25/100G only, Essential (CON-SNT-C95024EY), C9500 Network Stack, Essentials (C9500-NW-E), Cisco Catalyst 9500H XE.17.3 UNIVERSAL (SC9500HUK9-173), 650W AC Config 4 Power Supply front to back cooling (C9K-PWR-650WAC-R), 650W AC Config 4 Power Supply front to back cooling ( C9K-PWR-650WAC-R/2), Power Cord, 250VAC 10A BS1363 Plug (13 A fuse), UK ( CAB-9K10A-UK), Cisco pluggable SSD storage (C9K-F1-SSD-BLANK), Cisco pluggable SSD storage (C9K-F1-SSD-BLANK), Catalyst 9500 Type 4 front to back cooling Fan (C9K-T1-FANTRAY), C9500 DNA Essentials, Term License (C9500-DNA-24Y4C-E), DNA Essentials 3 Year License (C9500-DNA-L-E-3Y), Network Plug-n-Play Connect for zero-touch device deployment (NETWORK-PNP-LIC)	Item	1.00		
M	Telpo F6 Time Attendance System powered by Andoird OS	EA	1.00		
L	Sophos Appliance XGS 2100 with Full Guard	EA	1.00		
N	Cisco catalyst 3850 fiber distribution	2	2.00		

	switch 25/100G 24 ports				
O	8KVA Single phase UPS and Back up batteries as specified by PE	Nr	1.00		
<b>II</b>	<b>PABX AND ACCESSORIES</b>				
A	Allow sum for connectivity with the existing Cisco Voice Gateway via MPLS provided by TTCL	Lumpsum	1.00		
B	Cisco 7861 Digital telephone handset (telephone operator console)	No	5.00		
C	Cisco 7841 IP telephone handset	No	38.00		
D	Cisco Voice Gateway (IP-PABX) to accommodate 100 extension lines Expandable with a recording card option.	Item	1.00		
<b>III</b>	<b>CONFERENCE FACILITIES</b>				
<b>a</b>	<b>Supply and install Public Address System For Main hall as Phillips or other equal approved</b>				
A	Teleconference Equipment equipped with HD projector complete with motorized projector screen, 98" interactive display, 4K conference Camera Meeting Management Platform ( Macbook Pro M3 Chip Laptop & Tablet) and its associated accessories.	No	1.00		
B	Wired Table top microphone	No	6.00		
C	6W ceiling speakers	No	6.00		
<b>b</b>	<b>Supply and install Data Projection Equipments For Main hall as Panasonic or approved equal</b>				
<b>ELEMENT NO. 5</b>	<b>LIFTS AND ELEVATORS INSTALLATIONS</b>				
<b>II</b>	<b>ESCALATORS</b>				
<b>c</b>	<b>Builder's work in connection to escalator's installations</b>				
<b>a</b>	<b>Supply, install, connect, test and commission of the Escalator machines</b>				
<b>b</b>	<b>Accessories</b>				
<b>d</b>	<b>Sundries</b>				
<b>I</b>	<b>LIFT INSTALLATIONS</b>				
<b>c</b>	<b>SUNDRIES AND OTHER AUXILIARY ITEMS</b>				
<b>b</b>	<b>Builder's work in connection with Lift installations</b>				
<b>a</b>	<b>Supply, install, test and commission complete passenger lift with all incidentals necessary for the works; As specified herein and as per specification and drawings</b>				
A	Rated load - 450Kg (6 Passenger), Speed - 1.0m/s. Maximum stops -4, Travel height 16.0m, center opening door, simplex control, Gearless machine, Machine roomless, Power supply 400V 3Ph 50Hz. Stainless steel internal car finishes. Complete with all necessary operating features, controls and accessories	No	1.00		
B	Voltage Stabilizer; In put voltage 3PH +400VAC , In put voltage range $\pm 20\%$ ,Output voltage 3PH + N 400VAC RMS Stabilised ,Output voltage accuracy $\pm 1\%$ , Frequency 50 Hz $\pm 5\%$ , rated power as	No	1.00		

	per vendor specification, rated current as per vendor specification, admitted load variation 0 to 100%, admitted load unbalance up to 100%, efficiency greater than 98%, cooling free convection, ambient temperature -10 °C to + 40°C, storage temperature -20°C to +60°C, and relative humidity 90% (without condensate), passenger voice addressing system				
C	Emergency Landing Device power supply 400V 3Ph 50Hz as per OTIS Gen 2TM comfort or other equal approved	No	1.00		
D	Overload Control	No	1.00		
<b>ELEMENT NO. 6</b>	<b>SECURITY SYSTEM INSTALLATIONS</b>				
<b>V</b>	<b>TV INSTALLATIONS</b>				
C	Allow sum for installation and connection of Decoders with Dish and cables as Dstv/azamtv/Startimes- with the IP TV Server	Lumpsum	1.00		
A	Supply and install 55'LED Smart display complete with 10M HDMI cable, Two HDMI to RJ45splitters, and mounting accessories as SAMSUNG or LG make.	No	5.00		
B	IP TV SET TOP BOX	No	5.00		
D	Media Streaming Server	Nr	1.00		
	Circuit from switch to IPTV Set top box to 6Nr points	Metre	600.00		
<b>III</b>	<b>DOOR ACCESS CONTROL</b>				
A	Biometric door lock with RF card key, pin code, and mechanical function with capacity of fingerprint up to 101 groups(1master fingerprint&100users fingerprint, card key up to 11 groups, 6-12 digits(000000-000000000000))(1master code&1 user code) battery capacity 4x1.5V AA Alkaline as BE-Tech model H3AFMTL or equal approved	No	3.00		
B	In-Bio 460 Biometric Network/Centralized Access Controller, Card registration reader with Capacity 30,000, TCP/IP/RS485 Communications mode, 4 Wiegand Output, Event Capacity 100000, Finger print Capacity 3000 Expandable to 20,000 (optional) and Its Management Softwares, complete with necessary items like power supply, maglock as necessary as the system to work as desired	No	4.00		
C	Panic button	No	5.00		
D	Digital PIR motion detector	m3	3.00		
E	Alphanumeric keypad panel to arm and disarm the security system	No	3.00		
F	Break glass	No	12.00		

G	Vehicle entrance card	item	32.00		
H	RFID Wegand/Proximity Reader./ waterproof as per botch specs	item	4.00		
J	Door Magnetic Locks	Nr	3.00		
K	RFID proximity cards	Nr	20.00		
L	Smart Release button/Exit button	Nr	10.00		
M	Telpe f6 Time attendance terminal, complete with wall mounting accessories	Nr	2.00		
N	RFID/ Mifare Proximity cards	Nr	20.00		
O	Door Magnetic Locks, 350kg weight, Including its Mounting Z/L Brackets, power supply and all necessary required	Nr	5.00		
P	Circuits from Access Control Panel to Access control terminal/ proximity card reader installation in 6Nr points	Nr	3.00		
Q	Biometric door lock with RF card key, pin code and mechanical	Nr	2.00		
R	Digital PIR Motion Sensor	Nr	5.00		
S	Smart Release Button/Exit Button	Nr	2.00		
<b>IV</b>	<b>CCTV SYSTEM INSTALLATIONS</b>				
<b>I</b>	<b>FIRE DETECTION AND ALARM SYSTEM AS GST/HONEYWELL or PPROVED</b>				
E	Circuit to fire alarm smoke detectors; in 25Nr points	Nr	40.00		
A	Circuit to call points; in 2Nr points	No	10.00		
B	Circuit to heat detectors; in 2Nr points	No	2.00		
C	Circuit to alarm sounders; in 4Nr points	No	15.00		
D	Circuit to fire alarm panels; in 1Nr point	No	1.00		
F	photo electric smoke detectors; Menvier Ref MAP720S; mounting base Ref. MDB 700 (15, 8)	Nr	40.00		
G	Addressable heat detectors; Menvier Ref MAH7305; mounting base Ref. MDB 700(2, 3)	Nr	2.00		
H	electronic sounders with strobe as Menvier Ref MAS 750; mounting base Ref. MDB 700 (2, 3)	Nr	15.00		
I	Break glass call point; Menvier Ref. MBG 613 (3, 2)	Nr	15.00		
J	Analogue addressable fire detection and alarm control panel,16 Loops panel complete with RS-232 module,RS-485 to RS-232 converter,analogue loop card,internal printers,active repeater and passive repeater,battery ,auxiliary output to link to evacuation panel,link to access control system for it to release the doors	Nr	1.00		
K	Circuit to ceiling and wall speaker	Nr	45.00		
L	Stackable voice alarm system master as ATEIS IDA8C	Nr	3.00		

M	Battery charger and power distribution as ATEIS SONAES 12A MS150	Nr	2.00		
N	110AH 12V batterise as ATEIS 200	Nr	2.00		
O	HPA 120W slave amplifier as ATEIS SYS-120	Nr	2.00		
P	Tascam 2U sized CD player w/ipod dock-Tas CD-2001B	Nr	4.00		
Q	Microphone paging console as ATEIS -IDA8-PSS AS	Nr	2.00		
R	Paging console IDA8-Lap-AS as ATEIS PPM-ASWJB	Nr	1.00		
S	UHF wireless hand held system as Shure -PGX24/SM58-L5	Nr	1.00		
T	PGX lapel system as Shure-PGX14E/85-L5	Nr	1.00		
U	Local URT tray as ATEIS -Buy-999	Nr	1.00		
V	Rack equipments: 5" Ceiling speaker control as JBL control-26/CT	Nr	16.00		
W	6W ABS wall mounted speaker as Penton -PBC-6/TC	Nr	6.00		
X	End of line resistor	Nr	2.00		
Y	Zone indicator	Nr	10.00		
Z	Sound craft EPM 6 channel mixer as ATEIS -RW-5734	Nr	1.00		
AA	DBX 260 drive rack as ATEIS -DBX-260	Nr	1.00		
<b>II</b>	<b>INTRUDER DETECTION AND ALARM SYSTEMS</b>				
A	42U 600*800 W&M Rack as ATEIS PAPST	No	1.00		
B	5" Ceiling speaker control as JBL control-26/CT	No	7.00		
C	20w horn speaker with ceramic fuse as ATEIS PH-20/TC	No	3.00		
D	Ceiling mounted speakers as Penton -RLS-5/FTS	No	12.00		
E	6W ABS wall mounted speaker as Penton -PBC-6/TC	Nr	6.00		
F	circuit to fire alarm smoke detectors; in 23Nr points	Nr	23.00		
G	circuit to fire alarm heat detectors; in 4Nr points	Nr	2.00		
H	circuit to alarm sounders; in 2Nr points	Nr	2.00		
I	circuit to call points; in 2Nr points	Nr	2.00		
J	photo electric smoke detectors; Menvier Ref MAP720S; mounting base Ref. MDB 700 ( 15, 8)	Nr	23.00		
K	Addressable heat detectors; Menvier Ref .MAH7305; mounting base Ref. MDB 700	Nr	2.00		
L	electronic sounder with strobe as Menvier	Nr	2.00		

	Ref MAS 750 ; mounting base Ref. MDB 700 (2, 3)				
M	break glass call point ; Menvier Ref. MBG 613 (3, 2)	Nr	2.00		
N	Provide for testing and commissioning the foregoing installation and requirements described in the Specifications	Item	1.00		
<b>VI</b>	<b>BUILDERS WORK IN CONNECTION WITH SECURITY SYSTEM INSTALLATIONS</b>				
<b>VII</b>	<b>SUNDRIES AND GENERAL MATTERS</b>				
<b>BILL NO. 5</b>	<b>EXTERNAL WORKS</b>				
<b>ELEMENT NO. 1</b>	<b>PARKING, FOOT WAYS AND DRIVEWAYS</b>				
	<b>2. PAVEMENT AND HARDSTAND</b>				
<b>III</b>	<b>REINFORCEMENTS (PROVISIONAL)</b>				
	<b>Bars; high yield steel; cold worked; B.S. 4466; In any location and parkings</b>				
<b>I</b>	<b>INSITU CONCRETE; REINFORCED</b>				
	<b>Normal; class M20 (C15/20); vibrated; including water proofing concrete admixtures and additives; all to structural engineer approval</b>				
<b>II</b>	<b>HARDCORE, EARTHWORK OR THE LIKE</b>				
	<b>Kerbstones</b>				
	<b>Normal; class M20 (C16/20); vibrated; surface fair finish</b>				
	<b>Granular base material; to Project Manager's approval;</b>				
<b>III</b>	<b>SAWN FORMWORK</b>				
	<b>FORMWORK TO INSITU CONCRETE</b>				
<b>IV</b>	<b>TILE, SLAB OR BLOCK FINISHINGS</b>				
	<b>Precast concrete paving blocks with 40 Mpa; approved by the Engineer; to approved pattern; bedding, jointing and pointing in sand</b>				
	<b>1. PARKING AREAS AND DRIVEWAYS</b>				
<b>a</b>	<b>Removing bushes, scrub, trees, etc</b>				
<b>b</b>	<b>Preserving vegetable soil on site</b>				
	<b>3. FOOT WAYS/ PEDESTRIAN PATH</b>				
<b>I</b>	<b>HARDCORE AND THE LIKE</b>				
	<b>Granular base materials; to Engineer's approval;</b>				
<b>II</b>	<b>PRECAST CONCRETES</b>				
	<b>Normal; class M20 (C15/20); vibrated; part surface fair finish</b>				
<b>III</b>	<b>TILE, SLAB OR BLOCK FINISHING</b>				
	<b>Precast concrete paving blocks with 20 Mpa; approved by the Engineer; to approved pattern; bedding, jointing and pointing in sand</b>				
<b>ELEMENT NO. 2</b>	<b>LANDSCAPE AND GARDENING</b>				
<b>III</b>	<b>FLOWERS AND BULBS</b>				
	<b>Supply and store on site in approved and maintain; Plant the following flowers; including tilling the ground with cow manure and leveling.</b>				
<b>I</b>	<b>TREES</b>				
	<b>Supply and store on site in approved condition and maintain; plant the following trees; excavating pits 1000 x 1000 x 1000mm deep for each; remove all excavated material and backfill in layers; mix with cow manure and imported black top soil (1:5); 500 gm</b>				

	DAP/rock phosphate; mix with top soil under the root; ball compacting lightly every 300mm
V	MAINTENANCE
II	SHRUBS
	Supply and store on site in approved condition and maintain; plant the following shrubs; excavating pits 500 x 500 x 500mm deep for each shrub; remove all excavated material and backfill in layers mix with cow manure and imported black top soil (1:5); 250gm DAP/rock phosphate mix with top soil under the root; ball compacting lightly every 300mm
IV	GRASSED AREAS/ GROUND COVER
	Supply and store on site in approved condition and maintain; planting; well watering, weeding and cutting weekly until practical completion
ELEMENT NO. 3	FENCING AND GUARD HOUSE
	1. BOUNDARY WALL/ FENCE
I	EXCAVATION AND EARTHWORKS
a	Excavating trenches; to receive foundations; starting from ground level
b	Excavating pits; to receive foundations; starting from ground level
c	Disposal and Backfilling
XI	IN-SITU FINISHINGS TO FENCE
	Render; cement and sand (1:4); wood floated
XII	PAINTING TO PLASTERED WORKS
a	Apply three coats; one coat primer; two coats weatherguard paint
b	Apply three coats; one coat primer; two undercoats; one final coat oil paint; full gloss finish
IV	INSITU CONCRETE; PLAIN
a	Normal; class M10 (C1:10)
b	Normal; class M20 (C15/20)
V	IN-SITU CONCRETE; REINFORCED
	Normal; class M20 (C16/20); vibrated
II	DISPOSAL OF ALL WATER
	Spring or running water; generally
III	PLANKING AND/OR STRUTTING
	Generally
VI	REINFORCEMENT BARS
	Bars; mild steel; hot rolled; B.S. 4449; In any location
VII	FORMWORK TO IN-SITU CONCRETE; GENERALLY
b	To vertical sides and soffits
a	To vertical or battering sides
VIII	PRECAST MADE CONCRETE
	Normal; class M20 (C16/20); vibrated; part surface fair finish
VIII	BLOCKWORKS
b	Louvre concrete blocks; 200 x 400mm; in cement sand mortar (1:3)
c	Attached piers
a	Concrete blocks; B.S. 6073; type A, 5.0N/mm <sup>2</sup> ; solid; in cement sand mortar (1:3)
IX	DOORS AND GATES

	Mild steel; B.S. 4360; Generally
	Bolt keeps
<b>X</b>	<b>ROLLED PLATES; BARS; SECTION AND TUBES</b>
<b>a</b>	Mild steel; B.S. 4360
<b>b</b>	Bolt keep/ holder
<b>c</b>	Barrel bolts
<b>d</b>	Tower bolts
	<b>2. SECURITY GUARD HOUSE</b>
<b>II</b>	<b>EXCAVATIONS AND EARTHWORKS</b>
<b>f</b>	Selected/ imported filling materials; depositing and compacting in layers; maximum 250 mm thick
<b>a</b>	Excavating trenches to receive foundations; starting from stripped level
<b>b</b>	Excavating pits receive foundations; starting from stripped level
<b>c</b>	Extra over all kinds of excavations irrespective of depth for
<b>d</b>	Disposal of surplus excavated materials
<b>g</b>	Hardcore or the like; hardcore
<b>h</b>	Anti-termite treatment; Gammalin 20 EC solution
<b>e</b>	Back filling; depositing and compacting in layers; maximum 250 mm thick
<b>III</b>	<b>DISPOSAL OF GENERAL WATER</b>
<b>IV</b>	<b>PLANKING AND STRUTTINGS</b>
<b>V</b>	<b>CONCRETE WORK</b>
<b>c</b>	Reinforcement; bars; high yield steel; cold worked; B.S. 4461; In any location
<b>a</b>	In situ concrete; plain; normal; class M20 (C16/20)
<b>b</b>	In-situ concrete; reinforced; normal; class M25 (C20/25)
<b>d</b>	Formwork to Concrete Surfaces
<b>VI</b>	<b>WALLING</b>
<b>a</b>	Blockworks; concrete blocks; B.S. 6073; type A; 5.0 N per square millimetres; solid in cement mortar (1:4)
<b>b</b>	Louvre concrete blocks in openings; 200 x 400mm; in cement sand mortar (1:3)
<b>VII</b>	<b>ROOFING STRUCTURE AND COVERING</b>
<b>a</b>	Roof Coverings; fixing on 50 x 50mm battens on treated timber truss
<b>b</b>	Structural timber; cypress; grade 2; pressure impregnated; treated with insecticide
<b>c</b>	Boarding; approved local hardwood
<b>VIII</b>	<b>FLOOR , WALL AND CEILING FINISHING</b>
	Beds or backings; mortar; cement and sand (1:3)
<b>d</b>	Plaster; 12 mm first coat of cement and sand (1:4); 3mm second coat of skimmed building plaster; steel trowelled; external
<b>h</b>	Apply three coats emulsion paint; to steel troweled plastered surfaces; internal
<b>j</b>	Apply three coats oil paint; external
<b>b</b>	Ceramic tiles B.S 6431; approved colour; glazed; to regular; pattern; bedding and jointing in cement mortar (1:1); grouting joints with coloured cement.
<b>c</b>	Beds or backing; mortar; cement and sand (1:3)
<b>e</b>	Plaster; 12 mm first coat of cement and sand (1:4); 3mm second coat of skimmed building

	plaster; steel trowelled; internal
g	Apply three coats weather guard paint; to wood floated rendered surfaces; external
k	Cypress; grade 2; pressure impregnated and treated with insecticide
l	Gypsum boards; to the approval of the Architect; internal
m	Emulsion paint; gypsum boards surfaces; internal
a	Porcelain tiles; approved colour; to regular pattern; bedding with kerakoll fugabela 2-12 as per manufacturer's recommendations
<b>IX</b>	<b>JOINERY</b>
b	Supplying and fixing ironmongery "UNION" or equivalent to the Project Manager's approval; to softwood, hardwood or the like fixing with screws
c	Apply three coats of approved stain; polyurethane; Hardwood surfaces
a	General joinery; approved local hardwood; Panelled doors; 30 x 145 mm top rails and stiles; 30 x 195 mm bottom rails; 30 x 145 mm intermediate rails; two panes infilled with 20 x 95 mm tongued, grooved, vee jointed one side vertical boards.
<b>X</b>	<b>WINDOW</b>
a	Normal; class M20 (C 16/20); vibrated around reinforcements; part surface fair finish
b	Natural anodized aluminium windows; 27 x 100mm, 0.989kg/m frames; ironmongery to opening lights; neoprene gasket for glazing; 6mm thick ordinary quality glass; assembling; fixing to ground; sealing all round with approved non-hardening mastic; removing protective tape; cutting and pinning to concrete or blockwork at jambs; fixing to head and sill with screws, plugging
<b>I</b>	<b>SITE PREPARATION; PRESERVING VEGETABLE SOIL</b>
<b>ELEMENT NO. 4</b>	<b>EXTERNAL SOIL DRAINAGE</b>
	SEPTIC TANKS; 1 NO
	Excavating pits; starting from ground level/ reduced level
	In-situ concrete; plain; normal; class 13.5/15
	Disposal and backfillings
	Disposal of water/ de-watering
	Planking and strutting; generally
	Benching concrete; forming main and branch channels; cement and sand finish trowelled smooth
	In-situ concrete; reinforced; normal; class 21/20; vibrated around reinforcements
	Reinforcement bars; high yield steel; cold worked; B.S. 4461; In any location
	Formwork to in-situ concrete; formwork generally
	Edges of suspended floors or the like
	Boxing to form rebated openings for access covers and frames
	Pre-cast concrete; normal; class M20 (C15/20); vibrated around reinforcements
	Concrete blocks; B.S. 2028; type A; 3.5N per square millimetres; solid; in cement mortar (1:4)
	Salt glazed or pitched fibre pipes to the Project Manager's approval
	Render; cement and sand (1:1); steel trowelled; waterproof
	Step iron; B.S. 1247; galvanised
	uPVC pipes and fittings; approved brand
<b>I</b>	<b>EXCAVATING TRENCHES TO RECEIVE PIPES</b>
	Disposal and backfilling

<b>II</b>	<b>DISPOSAL OF WATERS</b>
<b>III</b>	<b>PLANKINGS AND STRUTTING</b>
<b>IV</b>	<b>PIPEWORK</b>
	<b>uPVC pipes and fittings</b>
<b>V</b>	<b>MANHOLES; 8 NO</b>
<b>f</b>	<b>Benching bottoms; forming main and branch channels; cement and sand finish trowelled smooth</b>
<b>a</b>	<b>Excavating pits; starting from ground level</b>
<b>b</b>	<b>Surplus excavated materials</b>
<b>c</b>	<b>Disposal of water</b>
<b>d</b>	<b>Planking and strutting</b>
<b>e</b>	<b>Insitu concrete; plain; normal; class M18 (C13.5/18)</b>
<b>g</b>	<b>Insitu concrete; reinforced; normal; class M20 (C16/20); vibrated</b>
<b>h</b>	<b>Reinforcement; bars; high yield steel; cold worked; B.S. 4461; in any location</b>
<b>j</b>	<b>Formwork to insitu concrete; formwork generally</b>
<b>k</b>	<b>Precast concrete; normal; class M20 (C16/20); vibrated</b>
<b>l</b>	<b>Concrete blocks; B.S. 2028 type A; 3.5 N per square millimetre; solid; in cement mortar (1:4)</b>
<b>m</b>	<b>Render; cement and sand (1:1); steel trowelled; with waterproofing additives</b>
	<b>SOAK AWAY PIT; 1NO</b>
	<b>Excavating Pits to receive soak pits; starting from ground level</b>
	<b>Disposal of excavated materials</b>
	<b>Hardcore and the like</b>
	<b>Filling around sides</b>
	<b>In-situ concrete; plain; normal class M20 (C16/20)</b>
	<b>In-situ concrete; reinforced; normal; class M20 (C16/20); vibrated around reinforcement bars</b>
	<b>Reinforcement; bars; mild steel; hot rolled; B.S. 4449 in any location</b>
	<b>Formwork to in-situ concrete surfaces</b>
	<b>Extra over; labour working</b>
	<b>Boxing to form rebated openings for access covers and frames</b>
	<b>Concrete blocks; B.S. 2028; type A; 5N per square millimetres; solid; in cement mortar (1:3)</b>
	<b>Extra over; holes</b>
	<b>uPVC pipes and fittings; class B</b>
	<b>Render; cement and sand (1:1); steel trowelled</b>
	<b>Access covers and frames ex - NEC; B.S. 497; coated; bedding frames in cement mortar (1:3); bedding covers in grease and sand</b>
	<b>FRENCH DRAINS; 2 NO</b>
	<b>Excavating trenches to receive french drains</b>
	<b>Excavating trenches to receive pipes; not exceeding 150mm internal diameter</b>
	<b>Excavating pits; to receive manholes; (Provisional)</b>
	<b>Disposal of surplus excavated material</b>

	<b>Disposal of general water and the like</b>				
	<b>Planking and Strutting</b>				
	<b>Hardcore or the like; aggregate</b>				
	<b>ELEMENT NO. 5; UNDERGROUND WATER TANK</b>				
	<b>In-situ concrete works</b>				
	<b>Excavation and Earthworks</b>				
	<b>Disposal of General Waters</b>				
	<b>Planking and Strutting Support</b>				
	<b>Hardcore, Stones and the Like</b>				
	<b>Water and Moisture Proofing</b>				
	<b>Rolled Plates; Bars; Sections and Tubes</b>				
	<b>Pipeworks</b>				
	<b>Equipment and Machines</b>				
<b>BILL NO. 6</b>	<b>SCHEDULE OF DAYWORKS</b>				
<b>SECTION A</b>	<b>LABOUR</b>				
	<b>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</b>				
<b>SECTION B</b>	<b>MATERIALS</b>				
	<b>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</b>				
<b>SECTION C</b>	<b>EQUIPMENT AND TOOLS</b>				
	<b>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</b>				
<b>CIVIL WORKS</b>					
<b>SERIES 2000</b>	<b>DRAINAGE</b>				
<b>Section 2100</b>	<b>Drains</b>				
<b>22.02</b>	<b>Backfilling</b>				
A	Imported granular bed and surround to pipe, thickness: 100mm. Nominal Bore: 1200mm	m	32.00		
<b>22.07</b>	<b>Cast in situ concrete and formwork</b>				
A	Provision of concrete Grade C15/20 for Blinding	m3	15.00		
B	Provision of concrete Grade C30/20 for for Box Culverts	m3	75.00		
C	Formwork rough finish plane horizontal width exeeding 1.22m	m2	135.00		
D	Formwork rough finish plane vertical width exeeding 0.4 to 1.22m	m2	284.00		
E	Insitu concrete Class 10 bed and surround to pipe, Thickness: 150mm, Nominal	m	32.00		

	Bore: 1200mm				
<b>Series 2300</b>	<b>Concrete Kerbing, Concrete Channelling, Open Concrete Chutes and Concrete Lining for Open Drains</b>				
<b>23.01</b>	<b>Concrete kerbing</b>				
A	Precast concrete Culverts internal Diameter 1-1.5m in trenches depth 1.5-2m	m	32.00		
B	Unlined trapezoidal ditch complete including all necessary excavation, trimming and disposal, all as specified and detailed on the drawings	m	900.00		
C	Precast concrete half batter (HB2) kerbing on and including insitu concrete bed and haunch, laid straight or curved exceeding 12 metres radius	m	990.00		
D	Precast concrete half batter (HB2) kerbing on and including insitu concrete bed and haunch, laid curved to radius not exceeding 12 metres radius	m	150.00		
<b>23.10</b>	<b>SEALED JOINTS IN CONCRETE LININGS OF OPEN DRAINS</b>				
<b>23.12</b>	<b>STEEL REINFORCEMENT</b>				
A	Reinforcement deformed high yield steel bars to BS 4449	Tonnes	15.00		
<b>SERIES 3000</b>	<b>EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE</b>				
<b>3100</b>	<b>Clearing, Grubbing And Removal Of Topsoil</b>				
<b>31.01</b>	<b>Clearing, grubbing and removal of topsoil</b>				
A	Removal of topsoil, Maximum depth: not exceeding 0.15m	m2	7,800.00		
B	Material other than topsoil, rock or artificial hard material, Maximum depth: Not exceeding 0.5 m	m3	2,100.00		
<b>3600</b>	<b>Selecting and Utilizing Material From Borrow Pits and Cuttings</b>				
<b>36.01</b>	<b>Excavations:</b>				
A	Trimming of excavated surfaces, material other than topsoil, rock or artificial hard material	m2	4,800.00		
B	Preparation of excavated surfaces, material other than topsoil, rock or artificial hard material	m2	4,800.00		
C	Disposal of excavated material, topsoil	m3	2,100.00		
D	Disposal of excavated material, material other than topsoil, rock or artificial hard material	m3	73.00		
<b>36.02</b>	<b>Fill and improved subgrade layers</b>				
A	Filling, General, selected excavated material G3 and G7 other than rock	m3	2,400.00		
B	Filling, excavated topsoil, Depth 100mm	m2	2,400.00		
C	Filling, rock fill to a depth not exceeding 1 m	m3	3,740.00		
D	PAVEMENT LAYERS Granular sub-base G 15 (CBR >15) to paved area,	m2	4,961.00		

	sloping not exceeding 10 degrees Sub-base laid to falls, thickness 150mm				
E	Cemented base course to UCS minimum strength (1 Mpa),(C1) to paved area, sloping not exceeding 10 degrees	m2	4,800.00		
F	Normal class30/19;reinforced vibrated, compacted and finished to specification for Rigid pavement 150mm thick	m2	4,517.60		
G	REINFORCEMENTS Fabric; B.S.4483 Reference A 252; mesh 200 x 200 mm; weight 3.95 kg per square metre; 200 mm end laps; 200 mm side laps in any location	m2	4,517.60		
H	'Formwork generally Edges of beds or the like 75 to 150 mm wide	lm	6,000.00		
I	CONCRETE WORK SUNDRIES Treating top surfaces of concrete with sikaguard additives; finished with power floated finish Beds or the like	m2	4,517.60		
J	Contraction joints in concrete 10 mm thick saw cut; filling with sondor jointex or approved equivalent	item	1.00		
K	Expansion joints in concrete 20 mm thick; over 300 mm wide; filling sondor jointex or approved equivalent Durakol highway sealant or similar approved by engineer	item	1.00		
L	Joint sealer 100 x 150 mm	item	1.00		
M	Mild steel; bitumen coated de-bonded dowel bars 20 mm diameter; 400 mm long	item	1.00		
<b>SERIES 5000</b>	<b>ANCILLARY ROADWORKS</b>				
<b>5400</b>	<b>Road Signs</b>				
A	Parking (Diagram 801), size 500 x 500mm, single post	No	1.00		
B	"Parking" information sign (Diagram 801A) size 500 x 500mm, one post	No	1.00		
C	"Set Down" sign, size 500 x 300mm, fixed to other sign post	No	1.00		
D	"TMA &TCAA" information sign size 1120 x 740mm, two posts	No	2.00		
E	"Way Out / Parking for Staff " information sign size 1120 x 740mm, two posts	No	1.00		
F	"Visitor Parking " information sign (Diagram A) size 1120 x 740mm, two posts	No	1.00		
G	"Give Way" information sign (Diagram 602) triangular, size 600 x 600mm overall, single post	No	1.00		
H	"No Entry" information sign (Diagram 616), circular, size 600mm diameter, single post	No	1.00		
I	Bollards complete including insitu concrete foundation, all necessary	No	5.00		

	excavation and disposal of excavated material Stainless steel security bollard, round, overall length 1600mm x 200mm (max) diameter				
<b>5500</b>	<b>Road Markings</b>				
<b>55.01</b>	<b>Road Markings Paint</b>				
<b>5700</b>	<b>Landscaping and Grassing</b>				
<b>57.03</b>	<b>Preparing areas for grassing</b>				
A	Grass seeding to surfaces inclined at an angle of less than 10 degrees to the horizontal	m2	2,400.00		
<b>Summary</b>					
<b>SERIES 1000 GENERAL</b>					<b>0.00</b>
<b>BILL NO 1 NEW PLANT/ MACHINE/EQUIPMENT INSTALLATION</b>					<b>0.00</b>
<b>CLOSED CIRCUIT TELEVISION SYSTEM (CCTV) SYSTEM FOR BUILDINGS AND SMART CITY</b>					<b>0.00</b>
<b>BILL NO. 1 PRELIMINARIES AND GENERAL MATTERS</b>					<b>0.00</b>
<b>BILL NO. 3 MEASURED WORKS</b>					<b>0.00</b>
<b>BILL NO. 4 BUILDING SERVICES INSTALLATIONS</b>					<b>0.00</b>
<b>BILL NO. 5 EXTERNAL WORKS</b>					<b>0.00</b>
<b>BILL NO. 6 SCHEDULE OF DAYWORKS</b>					<b>0.00</b>
<b>SERIES 2000 DRAINAGE</b>					<b>0.00</b>
<b>SERIES 3000 EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE</b>					<b>0.00</b>
<b>SERIES 5000 ANCILLARY ROADWORKS</b>					<b>0.00</b>
<b>A. Total of Bills</b>					<b>14,700,000.00</b>
B. Less Specified Provisional Sum					14,700,000.00
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
<b>I. Bid Price [(A) + (D) +(F) + (H)] Carried to the Form of Tender</b>					<b>14,700,000.00</b>



## **CONTRACT CONDITIONS AND CONTRACT FORMS**

## **SECTION VIII: GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**  
**1. GENERAL PROVISIONS**

GCC Clause	GCC Sub Clause	Description
1.1 Definitions	1.1	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	<p>“<b>Arbitrator</b>” 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.</p> <p>“<b>Contract</b>” 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.</p> <p>“<b>Form of Contract</b>” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p> <p>“<b>Letter of Acceptance</b>” 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.</p> <p>“<b>Form of Tender</b>” means the document entitled Form of Tender which was completed by the Contractor and includes the signed offer to the Employer for the Works.</p> <p>“<b>Specification</b>” 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.</p> <p>“<b>Drawings</b>” 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.</p> <p>“<b>Schedules</b>” 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.</p> <p>“<b>Tender</b>” means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.</p> <p>“<b>Bill of Quantities</b>” and “<b>Daywork Schedule</b>” and “<b>Schedule of Payment Currencies</b>” mean the documents so named (if any) which are comprised in the Schedules.</p> <p>“<b>Value Engineering</b>” 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.</p>
1.1.2 Parties and Persons	1.1.2	<p>“<b>Party</b>” means the Employer or the Contractor, as the context requires.</p> <p>“<b>Employer</b>” means the person named as employer in the SCC and the legal successors in title to this person.</p>

“**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,

		<p>but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>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</p> <p>“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.</p>
1.2 Interpretation	1.2.1	<p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree,” “agreed” or “agreement” require the agreement to be record in writing;</p> <p>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and</p> <p>(e) the word “bid” is synonymous with “Tender”, and “bidder” with “Tenderer” and the words “Bid documents” with “Tendering documents”</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
1.3 Communications	1.3.1	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p> <p>(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</p> <p>(b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the SCC. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(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.</p>
	1.3.2	<p>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.</p>
1.4 Law and Language	1.4.1	<p>The Contract shall be governed by the law of Tanzania.</p>
	1.4.2	<p>The ruling language of the Contract shall be that stated in the SCC.</p>
	1.4.3	<p>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.</p>
1.5 Priority of Documents	1.5.1	<p>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:</p> <p>(a) Form of Contract;</p> <p>(b) Letter of Acceptance;</p>

		(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
		(j) 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: <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
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	<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the SCC:</p> <p>(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</p> <p>(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.</p>
1.15 Joint and Several Liability	1.15.1	<p>If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons:</p> <p>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and</p> <p>(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p>
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
<b>2. THE EMPLOYER</b>		
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	<p>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:</p> <p>(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</p> <p>(b) payment of any such Cost-plus profit, which shall be included in the Contract Price.</p>
	2.1.4	<p>After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.</p>
	2.1.5	<p>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.</p>
2.2 Permits, Licenses or Approvals	2.2.1	<p>The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:</p> <p>(a) copies of the Laws Tanzania which are relevant to the Contract but are not readily available, and</p> <p>(b) any permits, licenses or approvals required by the Laws of Tanzania:</p> <p>(i) which the Contractor is required to obtain under Sub-Clause 1.14 [Compliance with Laws],</p> <p>(ii) for the delivery of Goods, including clearance through customs, and</p> <p>(iii) for the export of Contractor's Equipment when it is removed from the Site.</p>
2.3 Employer's Personnel	2.3.1	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:</p> <p>(a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and</p> <p>(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].</p>
2.4 Employer's Claims	2.4.1	<p>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.</p>
	2.4.2	<p>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</p>

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-paragraphs (a) and (b) of 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	<p>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.</p> <p>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:</p> <p>(a) gives an oral instruction,</p> <p>(b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and</p> <p>(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).</p>
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]
		<b>4. THE CONTRACTOR</b>
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 coordination 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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) payment of any such Cost-plus profit, which shall be included in the Contract Price.</li> </ul>
	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: <ul style="list-style-type: none"> <li>(a) comply with all applicable safety regulations,</li> <li>(b) take care for the safety of all persons entitled to be on the Site,</li> <li>(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,</li> <li>(d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and</li> <li>(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.</li> </ul>
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): <ul style="list-style-type: none"> <li>(a) the form and nature of the Site, including sub- surface conditions,</li> <li>(b) the hydrological and climatic conditions,</li> <li>(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,</li> <li>(d) the Laws, procedures and labour practices of the Country, and</li> <li>(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services</li> </ul>
4.11 Sufficiency of the Accepted Contract Amount	4.11.1	The Contractor shall be deemed to: <ul style="list-style-type: none"> <li>(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and</li> <li>(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].</li> </ul>
	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. <p>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</p>

		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	<p>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:</p> <p>(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</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p>
	4.12.4	<p>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</p> <p>(i) whether and (if so) to what extent these physical conditions were Unforeseeable, and</p> <p>(ii) the matters described in sub- paragraphs (a) and (b) above related to this extent.</p>
	4.12.5	<p>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.</p>
	4.12.6	<p>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</p>
4.13 Rights of Way and Facilities	4.13.1	<p>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</p>
4.14 Avoidance of Interference	4.14.1	<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <p>(a) the convenience of the public, or</p> <p>(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.</p>
	4.14.2	<p>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and</p> <p>expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
4.15 Access Route	4.15.1	<p>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</p>

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

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

(h) 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 areas 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 Subcontractor”
- 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 subparagraphs (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	<p>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:</p> <p>(a) otherwise stated in the Contract,</p> <p>(b) the Project Manager gives consent, or</p> <p>(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.</p>
	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

6.7 Health and Safety

- 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.
- 6.7.1 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 the 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
  - g) 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

and

- 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	<p>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:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>
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	<p>The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:</p> <p>(a) in the manner (if any) specified in the Contract,</p> <p>(b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and</p> <p>(c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract</p>
7.2 Samples	7.2.1	<p>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:</p> <p>(a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and</p> <p>(b) additional samples instructed by the Project Manager as a Variation.</p> <p>Each sample shall be labelled as to origin and intended use in the Works.</p>
7.3 Inspection	7.3.1	<p>The Employer's Personnel shall at all reasonable times:</p> <p>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</p> <p>(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.</p>
	7.3.2	<p>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.</p>
	7.3.3	<p>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.</p>
7.4 Testing	7.4.1	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p>
	7.4.2	<p>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</p> <p>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.</p>
	7.4.3	<p>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.</p>
	7.4.5	<p>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</p>

		<p>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.</p>
	7.4.6	<p>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:</p> <p>(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</p> <p>(b) payment of any such Cost-plus profit, which shall be included in the Contract Price.</p>
	7.4.7	<p>After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.</p>
	7.4.8	<p>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.</p>
7.5 Rejection	7.5.1	<p>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.</p>
	7.5.2	<p>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.</p>
7.6 Remedial Work	7.6.1	<p>Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to:</p> <p>(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,</p> <p>(b) remove and re-execute any other work which is not in accordance with the Contract, and</p> <p>(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p>
	7.6.2	<p>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).</p>
	7.6.3	<p>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.</p>
7.7 Ownership of Plant and Materials	7.7.1	<p>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:</p> <p>(a) when it is incorporated in the Works;</p>

7.8 Royalties	<p>(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].</p> <p>7.8.1 Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:</p> <p>(a) natural Materials obtained from outside the Site, and</p> <p>(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.</p>
<b>8. COMMENCEMENT, DELAYS AND SUSPENSION</b>	
8.1 Commencement of Works	<p>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:</p> <p>(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</p> <p>(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.</p> <p>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].</p> <p>8.1.2 Subject to Clause 4.1.7 on the Management Strategies and Implementation Plans and the C-ESMP, Sub- Clause 6.7.2 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</p>
8.2 Time for Completion	<p>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:</p> <p>(a) achieving the passing of the Tests on Completion, and</p> <p>(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].</p>
8.3 Programme	<p>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:</p> <p>(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,</p> <p>(b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),</p> <p>(c) the sequence and timing of inspections and tests specified in the</p>

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	<p>If, at any time:</p> <p>(a) actual progress is too slow to complete within the Time for Completion, and/or</p> <p>(b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],</p> <p>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.</p>
	8.6.2	<p>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.</p>
	8.6.3	<p>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.</p>
8.7 Delay Damages	8.7.1	<p>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.</p>
	8.7.2	<p>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</p>
8.8 Suspension of Work	8.8.1	<p>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.</p>
	8.8.2	<p>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.</p>
8.9 Consequences of Suspension	8.9.1	<p>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:</p> <p>(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</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p>
	8.9.2	<p>After receiving this notice, the Project Manager shall proceed in</p>

		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	<p>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:</p> <p>(a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and</p> <p>(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Project Manager's instructions.</p>
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].
		<b>9. TESTS ON COMPLETION</b>
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	<p>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:</p> <p>(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</p> <p>(b) issue a Taking-Over Certificate, if the Employer so requests.</p>
	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].
<b>10. EMPLOYER’S TAKING OVER</b>		
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	<p>The Project Manager shall, within 28 days after receiving the Contractor’s application:</p> <p>(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</p> <p>(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to</p>
		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	<p>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:</p> <p>(a) the part which is used shall be deemed to have been taken over as from the date on which it is used,</p> <p>(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</p> <p>(c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part.</p>
	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.
		<b>11. DEFECTS LIABILITY</b>
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.
		<b>12. MEASUREMENT AND EVALUATION</b>
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	<p>Except as otherwise stated in the Contract and notwithstanding local practice:</p> <p>(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and</p> <p>(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.</p>
12.3 Evaluation	12.3.1	Except as otherwise stated in the Contract, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine the Contract price 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	<p>However, a new rate or price shall be appropriate for an item of work if:</p> <p>(a)</p> <p>(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,</p> <p>(ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount,</p> <p>(iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and</p> <p>(iv) this item is not specified in the Contract as a “fixed rate item”;</p> <p>or</p> <p>(b)</p> <p>(i) the work is instructed under Clause 13 [Variations and Adjustments],</p> <p>(ii) no rate or price is specified in the Contract for this item, and</p> <p>(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.</p>
	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,

		<p>(b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and</p> <p>(c) 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:</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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.</p> <p>However, if amount (i) is less than amount (ii), there shall not be a fee.</p>
13.3 Variation Procedure	13.3.1	<p>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:</p> <p style="padding-left: 40px;">(a) a description of the proposed work to be performed and a programme for its execution,</p> <p style="padding-left: 40px;">(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.</p>
	13.3.2	<p>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.</p>
	13.3.3	<p>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</p>
	13.3.4	<p>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.</p>
13.4 Payment in Applicable Currencies	13.4.1	<p>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.</p>
13.5 Provisional Sums	13.5.1	<p>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:</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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:</p>

- (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	<p>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:</p> $P_n = a + bL_n/L_o + cE_n/E_o + dM_n/M_o + \dots$ <p>where:</p> <p>“P<sub>n</sub>” 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 ;</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;</p> <p>“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;</p> <p>“L<sub>n</sub>”, “E<sub>n</sub>”, “M<sub>n</sub>”, ... 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</p> <p>“L<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”, ... 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.</p> <p>If the currency in which the Contract Price P<sub>0</sub> is expressed is different from the currency of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price.</p> <p>The correction factor shall be: Z<sub>0</sub>/Z<sub>n</sub>, where:</p>

$Z_0$  =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

# 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, including contamination, pollution or damage to ground or water supplies;
  - b) health and safety incidents, accidents, injuries that require treatment and all fatalities;
  - c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
  - d) status of all permits and agreements:
    - i). work permits: number required, number received, actions taken for those not received;
    - ii). status of permits and consents:
      - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted 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);
      - for quarries: status of relocation and compensation (completed, or details of activities and current status in their reporting period).
  - e) health and safety supervision:
    - i). safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
    - ii). number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
  - f) worker accommodations:
    - i). number of expats housed in accommodations, number of locals;
    - ii). date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
    - iii). actions taken to recommend/require improved conditions, or to improve conditions.
  - g) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
  - h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and deal with (cross-reference grievances or other sections as needed);
  - i) training:
    - i). number of new workers, number receiving induction training, dates of induction training;
    - ii). number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
    - iii). number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
    - iv). number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for 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, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k) Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).
- i. Worker grievances;
  - ii. Community grievances
- l) Traffic, road safety and vehicles/equipment:
- i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m) Environmental mitigations and issues (what has been done):
- i) dust: number of working bowsers, number of watering /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

<p><b>1. Definitions</b></p>	<p>Each “Dispute Avoidance and Resolution Board Agreement” is atripartite agreement by and between:</p> <ul style="list-style-type: none"> <li>(a) the “Employer”;</li> <li>(b) the “Contractor”; and</li> <li>(c) the “Member” who is defined in the Dispute Avoidance andResolution Board Agreement as being <ul style="list-style-type: none"> <li>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</li> <li>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.”</li> </ul> </li> </ul>
	<p>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, which incorporates this Appendix. In the DARB Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p>
<p><b>2. General Provisions</b></p>	<p>Unless otherwise stated in the DARB Agreement, it shall takeeffect on the latest of the following dates:</p> <ul style="list-style-type: none"> <li>(a) the Commencement Date defined in the Contract,</li> <li>(b) when the Employer, the Contractor and the Member have each signed the DARB Agreement, or</li> <li>(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.</li> </ul> <p>This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.</p>
<p><b>3. Warranties</b></p>	<p>The Member warrants and agrees that he/she is and shall be impartial 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.</p>
	<p>When appointing the Member, the Employer and the Contractorrelied upon the Member’s representations that he/she is:</p> <ul style="list-style-type: none"> <li>(a) experienced in the work which the Contractor is to carry outunder the Contract,</li> <li>(b) experienced in the interpretation of contract documentation, and</li> </ul>
	<ul style="list-style-type: none"> <li>(c) fluent in the language for communications defined in theContract.</li> </ul>
<p><b>4. General Obligations of the Member</b></p>	<p>The Member shall:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	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 are necessary;
	(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
	(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).

<b>5. General Obligations of the Employer and the Contractor</b>	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):

	<p>(a) be appointed as an arbitrator in any arbitration under the Contract;</p> <p>(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or</p> <p>(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.</p>
	<p>The 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.</p>
	<p>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.</p>
<b>6. Payment</b>	<p>The Member shall be paid as follows, in the currency named in the DARB Agreement:</p> <p>(a) a retainer fee per calendar month, which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> <li>(i) being available on 28 days' notice for all site visits and hearings;</li> <li>(ii) becoming and remaining conversant with all project developments and maintaining relevant files;</li> <li>(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and</li> <li>(iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.</li> </ul>
	<p>The retainer fee shall be paid with effect from the last day of the calendar month in which the Adjudication Panel Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.</p>

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

(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.

<p>The retainer and daily fees shall be as specified in the DARB Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the DARB Agreement became effective.</p>	
<p>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.</p>	
<p>The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.</p>	
<p>The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply 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.</p>	
<p>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</p>	
	<p>without prejudice to the Employer's rights or remedies. In addition to 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.</p>
	<p>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.</p>
<p><b>7. Termination</b></p>	<p>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.</p>
	<p>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.</p>
	<p>If the Employer or the Contractor fails to comply with the DARB Agreement, the</p>

	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.
<b>8. Default of the Member</b>	If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the 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 DARB which are rendered void or ineffective by the said failure to comply.
	If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the 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.
<b>9. Disputes</b>	Any dispute or claim arising out of or in connection with this DARB Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Arbitration.

## PROCEDURAL RULES

Unless otherwise agreed by the 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 the DARB. The purpose of site visits is to enable the DARB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to 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 referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute.

The DARB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DARB shall make and give its decision in accordance with 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**

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**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.

<b>SCC No.</b>	<b>Conditions</b>	<b>GCC Sub-Clause</b>	<b>Data</b>
1.	Employer's name and address	1.1.2	TANZANIA AIRPORTS AUTHORITY P.O.BOX 18000 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	548 days.
4.	Defects NotificationPeriod	1.1.3	1 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 AIRPORTS AUTHORITY P.O.BOX 18000 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.
11.	Conditions Precedent	1.7.1	Applicable.
12.	The date the Contract shall not come into effect	1.7.2	18/04/2024.
13.	Compliance with the	1.14.1	law 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: Applicable
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: N/A.
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 Bank Guarantee, Performance Security
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	Not Applicable.
22.	Normal working hours	6.5.1	24 hrs local time.
23.	Commencement of Works	8.1.1	14 days.

24.	Site possession Date	8.1.1(a)	1, MAY,2024.
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	10.00 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 15 percent. Timings of Advance payment are: 1.
31.	Form of Advance Payment Guarantee	14.2.3	Applicable.
32.	Repayment of advance payment	14.2.5	18 instalments.
33	Advance payment amortization	14.2.5(b)	1 Percent.
34.	Percentage of Retention	14.3.2	5 Percent of Interim Payment Certificate.
35.	Limit of Retention Money	14.3.2	10 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 Applicable.
37.	Minimum Amountof Interim Payment Certificates	14.6.2	20 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 100.
41	Periods for submission of insurance:	18.1.6	Periods for submission of evidence of insurance : 30 days.
	a. evidence of insurance.		Periods for submission of insurance relevant policies : 18 days
	b. relevant policies		
42.	Maximum amount of deductibles for insurance of the Employer's risks	18.2.4(d)	TZS 1.00
43.	Minimum amount of third party Insurance	18.3.2	TZS 0.00
44.	Amount of third party Insurance exemptions	18.3.3	TZS 0
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 TAA, Legal Unit, P.O.BOX 18000 DSM members.
48.	Appointment (if not agreed) to be made by	20.3.1	To be appointed by PE
	Appointing Authority		
49.	Rules of arbitration	20.6.1	Applicable

## **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").

**NOWHEREFORE**, 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 AND DELIVERED 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 the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

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

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

**Date:** *[insert date]*

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

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has 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 is required.

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

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

*[seal of the Bank]*

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

## PERFORMANCE BOND

*[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]*

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

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

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

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

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

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

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

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

Signed by *[insert signature(s) of authorized representative(s)]*  
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

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

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*  
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

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

Date *[insert date]*

# ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

## ES Demand 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 informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay 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 the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social, (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

2 Insert the date twenty-eight days after the expected completion date as described in CC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## BANK GUARANTEE FOR ADVANCE PAYMENT

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

## RETENTION MONEY SECURITY

### Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, 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, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert] the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] () [amount in words] 1 upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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

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

2 Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in CC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."