



**THE UNITED REPUBLIC OF TANZANIA  
KAGERA REGIONAL SECRETARIAT  
BUKOBA MUNICIPAL COUNCIL**



**REQUEST FOR BID**

**TENDER No.: LGA/034/TACTIC/P171189/2024/2025/W/01**

**FOR**

**Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba  
Municipality**

**10/02/2025**

## LIST OF ABBREVIATIONS

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IFB	Invitation for Bidders
ITB	Instruction to Bidders
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCB	National Competitive Bidding
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity/Employer
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Condition of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SBD	Standard Bidding Document

## **INVITATION FOR BIDS**



**THE UNITED REPUBLIC OF TANZANIA  
KAGERA REGIONAL SECRETARIAT  
BUKOBA MUNICIPAL COUNCIL**



**Name of Project:** Tanzania Cities Transforming Infrastructure and Competitiveness (TACTIC) Project(TACTIC)  
**Contract Title:** Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality  
**Loan No./Credit No./Grant No.:** 7151-TZ  
**Project Reference No.:** P171189  
**STEP Reference No.:** 474496  
**RFB Reference No.:** LGA/034/TACTIC/P171189/2024/2025/W/01

10/02/2025

1. This Invitation for Bids follows the General Procurement Notice (GPN) for this Project which appeared in United Nations Development Business (UNDB) Issue No. OP00215554 dated February 21, 2023 and the National e-Procurement System of Tanzania (NeST) dated 02/08/2024.
2. The BUKOBA MUNICIPAL COUNCIL has received CREDIT financing from the World Bank towards the cost of the Tanzania Cities Transforming Infrastructure and Competitiveness (TACTIC) Project, and it intends to apply part of the proceeds toward payments under the contract for Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality. “For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.”
3. The BUKOBA MUNICIPAL COUNCIL now invites sealed Bids from eligible Bidders for Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality for:

S/N.	Description	Location	Quantity	Construction Period	Margin of Preference
1.	Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality	Bukoba Municipality	Construction of Kyakailabwa New Bus Terminal and Central Market Note: The procurement of works under this Bid, will be executed concurrently with other Packages, hence requirements for award of multiple contracts shall be applicable. Refer to ITB 34.5 and PCC 7	455	NOT_APPLICABLE

Qualifications Information is shown in the section of Qualifications and Evaluation Criteria.

4. Bidding will be conducted through the International Competitive Tendering as specified in the World Bank's "Procurement Regulations for IPF Borrowers" fourth edition, November 2020 as well as the Public Procurement Act, CAP 410, and is open to all Bidders as defined in the Procurement Regulations.
5. Interested eligible Bidders may obtain further information from BUKOBA MUNICIPAL COUNCIL, Head of Procurement Management Unit (PMU), Bukoba Municipal Council, Bukoba CBD, P.O. Box 284, 35109 Bukoba CBD, Tanzania and inspect the bidding document through NeST.
6. A complete set of bidding document(s) in English may be accessed through NeST freely.
7. Bidders are required to register through NeST and pay the bid participation fees indicated in the NeST (<https://nest.go.tz/nest-tenderer/wallet/tender-charges>) to be able to participate in this Bidding process. NeST payment user guide is made available in the NeST dashboard.
8. Bids must be submitted electronically through NeST on or before 10:00 AM hours local time on 28/03/2025. Bid(s) will be opened promptly thereafter through NeST. Bid opening details will be available to the through NeST.
9. All bids must be accompanied by a Bid Security in the form of Tender Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Bidders worth 390,000,000.00.
10. Bids not received or opened through NeST shall not be accepted for evaluation irrespective of the circumstances.

**MUNICIPAL DIRECTOR**  
**284,BUKOBA**



**THE UNITED REPUBLIC OF TANZANIA  
KAGERA REGIONAL SECRETARIAT  
BUKOBA MUNICIPAL COUNCIL**



**REQUEST FOR BIDS  
for**

**Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality**

**RFB No:** LGA/034/TACTIC/P171189/2024/2025/W/01

**Project:** Tanzania Cities Transforming Infrastructure and Competitiveness (TACTIC) Project(TACTIC

**Employer:** BUKOBA MUNICIPAL COUNCIL

**Issued on:** 10/02/2025

**PART 1 – BIDDING PROCEDURES**

**SECTION I: INSTRUCTIONS TO BIDDERS (ITB)**



### A. General

BDS Clause Number & Required Information/Data	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1. Scope of Bid	1.1	In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.
	1.2	<p>Throughout this bidding document:</p> <ul style="list-style-type: none"> <li>a) the term <b>“in writing”</b> means communicated in written form (e.g., by mail, e-mail, and fax, including if specified in the <b>BDS</b>, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;</li> <li>b) if the context so requires, <b>“singular”</b> means <b>“plural”</b> and vice versa;</li> <li>c) <b>“Day”</b> means calendar day, unless otherwise specified as <b>“Business Day”</b>. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;</li> <li>d) <b>“ES”</b> means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));</li> <li>e) <b>“Sexual Exploitation and Abuse”</b> <b>“(SEA)”</b> means the following: <b>“Sexual Exploitation”</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; <b>“Sexual Abuse”</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</li> <li>f) <b>“Sexual Harassment”</b> <b>“(SH)”</b> 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;</li> <li>g) <b>“Contractor's Personnel”</b> is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and</li> <li>h) <b>“Employer's personnel”</b> is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.</li> </ul> <p>A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV</p>
2. Source of Funds	2.1	The Borrower or Recipient (hereinafter called <b>“Borrower”</b> ) specified in the BDS has received or has applied for financing (hereinafter called <b>“funds”</b> ) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called <b>“the Bank”</b> ) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
	2.2	Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall

		derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
<b>3. Fraud and Corruption</b>	3.1	The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
	3.2	In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
<b>4. Eligible Bidders</b>	4.1	A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
	4.2	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: <ul style="list-style-type: none"> <li>a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>c) has the same legal representative as another Bidder; or</li> <li>d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</li> <li>e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or</li> <li>f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;</li> <li>g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</li> <li>h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.</li> </ul>
	4.3	A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative

		Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
	4.4	A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
	4.5	A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
	4.6	Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
	4.7	A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
	4.8	Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or 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 Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
	4.9	A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	4.10	A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; a) relates to fraud or corruption, and b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
<b>5. Eligible Materials, Equipment and Services</b>	5.1	The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible

		Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
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## B. CONTENTS OF BIDDING DOCUMENTS

<b>6. Sections of Bidding Documents</b>	6.1	<p>The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>· Section I - Instructions to Bidders (ITB)</li> <li>· Section II - Bid Data Sheet (BDS)</li> <li>· Section III - Evaluation and Qualification Criteria</li> <li>· Section IV - Bidding Forms</li> <li>· Section V - Eligible Countries</li> <li>· Section VI - Fraud and Corruption</li> </ul> <p><b>PART 2 Works' Requirements</b></p> <ul style="list-style-type: none"> <li>· Section VII - Works' Requirements</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>· Section VIII - General Conditions of Contract (GCC)</li> <li>· Section IX - Particular Conditions of Contract (PCC)</li> <li>· Section X - Contract Forms</li> </ul>
	6.2	The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is part of this bidding document.
	6.3	Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
	6.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish through the system with its Bid all information and documentation as is required by the bidding document.
<b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b>	7.1	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other bidding methods prior to bid submission deadline;</p> <p>a) The Employer will respond in writing to any request for clarification through NeST, provided that such request is received prior to the deadline for submission of Bids. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.</p> <p>b) 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>c) PE's response shall include a description of the inquiry without identifying its source.</p>
	7.2	The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer 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.
	7.4	If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5	The Bidder is requested, to submit any questions in writing, to reach the

		Employer not later than one week before the meeting.
	7.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>8. Amendment of Bidding Document</b>	8.1	At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
	8.2	Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

## C. PREPARATION OF BIDS

9. Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1	<p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) <b>Letter of Bid</b> prepared in accordance with ITB 12;</li> <li>b) <b>Bill of Quantities or Activity Schedule:</b> completed in accordance with ITB 12 and ITB 14, as specified <b>in the BDS</b>;</li> <li>c) <b>Bid Security or Bid-Securing Declaration</b>, in accordance with ITB 19.1;</li> <li>d) <b>Alternative Bid</b>, if permissible, in accordance with ITB 13;</li> <li>e) <b>Authorization:</b> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;</li> <li>f) Bidder's <b>Eligibility:</b> documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;</li> <li>g) <b>Qualifications:</b> documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>h) <b>Conformity:</b> a technical proposal in accordance with ITB 16;</li> <li>i) <b>Code of Conduct for Contractor's Personnel (ES)</b></li> <li>j) <b>Management Strategy and Implementation Plans (MSIP)</b> to manage the (ES) risks.</li> <li>k) any other document required <b>in the BDS</b>.</li> </ul>
	11.2	In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
	11.3	The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letter of Bid and Schedules	12.1	The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
	13.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
	13.3	Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding

		document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
	13.4	When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in BDS.
<b>14. Bid Prices and Discounts</b>	14.1	The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
	14.2	The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices through the system for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3	The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
	14.4	The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
	14.5	Unless otherwise specified in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
	14.6	If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
	14.7	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder. <b>In the Lump Sum contracts:</b> All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
<b>15. Currencies of Bid and Payment</b>	15.1	The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified in the BDS.
	15.2	Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.



		<p><b>In Lump Sum contracts:</b> Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Lump-Sum, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p>
16. Documents Comprising the Technical Proposal	16.1	The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1	To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
	17.2	In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
	17.3	If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
18. Period of Validity of Bids	18.1	Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
	18.2	In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
	18.3	<p>If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:</p> <p>a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;</p> <p>Note: The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p> <p>b) in the case of adjustable price contracts, no adjustment shall be made; or</p> <p>c) in any case, Bid evaluation shall be based on the Bid price.</p>
19. Bid Security	19.1	The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.
	19.2	A Bid Securing Declaration shall use the form included in Section IV Bidding Forms. This form is available in the system during bid submission.
	19.3	If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's

	<p>option:</p> <p>(a) an <b>unconditional</b> guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);</p> <p>(b) an <b>irrevocable</b> letter of credit;</p> <p>(c) a <b>cashier's</b> or certified check; or</p> <p>(d) another <b>security</b> specified in the BDS,</p> <p>from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.</p>
19.4	If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
19.5	If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
19.6	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required in the BDS, the Environmental and Social (ES) Performance Security.
19.7	The Bid Security may be forfeited: <p>(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or</p> <p>(b) if the successful Bidder fails to:</p> <p>i. sign the Contract in accordance with ITB 47; or</p> <p>ii. (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.</p>
19.8	The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
19.9	If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and; <p>(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or</p> <p>(b) if the successful Bidder fails to:</p> <p>i. sign the Contract in accordance with ITB 47; or</p> <p>ii. furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,</p> <p>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for</p>

		a period of time stated in the BDS.
<b>20. Format and Signing of Bid</b>	20.1	The Bidder shall prepare documents comprising the Bid as described in ITB 11.
	20.2	Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
	20.3	Bids shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be submitted through the system. The name and position held by each person signing the authorization must be typed or printed below the signature.
	20.4	In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	20.5	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. SUBMISSION AND OPENING OF BIDS

<b>21. Bid Submission</b>	21.1	Bids submitted through NeST shall be considered to be a true and legal version, duly authorized and duly executed by the Bidder, and intended to have binding legal effect. The Bidder shall properly name his soft copies of documents before submission through NeST.
	21.2	The bid shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Bidder may be verified with a follow-up due diligence process.
	21.3	Bids submitted through NeST shall be received in full prior to the closing time as specified in ITB 22.1, and the Bidders shall receive an acknowledgment of receipt of bid or amendment through the system.
	21.4	Bidders must ensure the integrity, completeness, and authenticity of their submission; and in case of electronic records entered online and files containing the bid being unreadable for any reason, the bid submitted shall not be considered.
<b>22. Deadline for Submission of Bids</b>	22.1	Bids shall be received by the Employer through NeST in a manner specified under ITT 21.2 not later than the date and time specified in the NeST.
	22.2	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document by ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>23. Late Bids</b>	23.1	NeST does not allow Bidder to submit its bid after the deadline for submission of bids in accordance with ITT 22 [Deadline for Submission of Bids]
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	24.1	A Bidder may modify or substitute or withdraw its Bid after it has been submitted to the Employer through NeST. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Bids. Bidder shall receive an acknowledgment of receipt of any amendment of its submitted bid through the system.
	24.2	No bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in execution of Bid Securing Declaration, pursuant to the ITT 18.1 [Bid Security or Bid Securing Declaration].
	24.3	Withdrawal of a bid between the deadline for submission of Bids and the expiration of the period of Bid validity or as extended pursuant to ITT 17.2 shall result in forfeiture of bid security or execution of Bid Securing Declaration pursuant to ITT 18.9 and ITT 18.10.
	24.4	Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this Clause, or included in the original Bid submission.
<b>25. Bid Opening</b>	25.1	The Opening shall be done automatically by the system after the deadline date and time, readout prices shall be displayed

		automatically in the respective portal. Automated opening reports shall be sent to all involved parties including the Employer and Bidders.
	25.2	A Bidder or any other person with interest in the bid process can access bid opening records on NeST dashboard (Opened Bids).
	25.3	Only Bids, alternative Bids, and discounts that are opened at Bid opening shall be considered further for evaluation.
	25.4	The system neither allow employer (or any other person) to discuss the merits of any Bid nor reject any Bid at bid opening.
	25.5	The system shall prepare a record of the Bid opening that shall include, as a minimum: <ul style="list-style-type: none"> <li>a. the name of the Bidder;</li> <li>b. the Bid Price, per lot (contract) if applicable, including any discounts;</li> <li>c. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and</li> <li>d. any alternative Bids.</li> </ul>

**E: EVALUATION AND COMPARISON OF BIDS**

26. Confidentiality	26.1	Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
	26.2	Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.3	Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
27. Clarification of Bids	27.1	To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted.
	27.2	If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1	During the evaluation of Bids, the following definitions apply: a) "Deviation" is a departure from the requirements specified in the bidding document; b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
29. Determination of Responsiveness	29.1	The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
	29.2	A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  a) if accepted, would:  i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or  ii. limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or  b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
	29.4	If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
30. Nonmaterial Nonconformities	30.1	Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
	30.2	Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

		nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3	Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
<b>31. Conversion to Single Currency</b>	31.1	For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
<b>32. Margin of Preference</b>	32.1	Unless otherwise specified in the BDS, a margin of preference for domestic Bidders shall not apply.
<b>33. Subcontractors</b>	33.1	Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
	33.2	The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
	33.3	Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
<b>34. Evaluation of Bids</b>	34.1	The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be: a) substantially responsive to the bidding document; and b) the lowest evaluated cost.
	34.2	To evaluate a Bid, the Employer shall consider the following:  a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork items, where priced competitively;  For Lump Sum contracts, To evaluate a Bid, the Employer shall consider the following, the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Activity Schedule for admeasurement contracts, but including Daywork items, where priced competitively.  b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;  c) price adjustment due to discounts offered in accordance with ITB 14.4;  d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;  e) price adjustment for nonconformities in accordance with ITB 30.3; and  f) the additional evaluation factors are specified in Section III,

		Evaluation and Qualification Criteria.
	34.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	34.4	If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in ITB 34.5.
	34.5	<p><b>Multiple Contracts</b>  <b>Pursuant to ITB 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:</b></p> <p>(a) Award Criteria for Multiple Contracts [ITB 34.4]:</p> <p><b>Lots</b></p> <p>Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.</p> <p><b>Packages</b></p> <p>Bidders have the option to Bid for anyone or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.</p> <p>(b) Qualification Criteria for Multiple Contracts:</p> <p>Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:</p> <p>N is the minimum number of contracts</p> <p>V is the minimum value of a single contract</p> <p><b>(a) For one Contract:</b></p> <p><b>Option 1:</b></p> <p>(i) N contracts, each of minimum value V;</p> <p>Or</p> <p><b>Option 2:</b></p> <p>(i) N contracts, each of minimum value V; or</p> <p>(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all</p>



contracts equal or more than  $N \times V$ .

(b) For multiple Contracts

**Option1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and  $N_1, N_2, N_3$ , etc. shall be different contracts:

Lot 1:  $N_1$  contracts, each of minimum value  $V_1$ ;

Lot 2:  $N_2$  contracts, each of minimum value  $V_2$ ;

Lot 3:  $N_3$  contracts, each of minimum value  $V_3$ ;

---etc.

or

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and  $N_1, N_2, N_3$ , etc. shall be different contracts:

Lot 1:  $N_1$  contracts, each of minimum value  $V_1$ ;

Lot 2:  $N_2$  contracts, each of minimum value  $V_2$ ;

Lot 3:  $N_3$  contracts, each of minimum value  $V_3$ ;

---etc., **or**

(ii) Lot 1:  $N_1$  contracts, each of minimum value  $V_1$ ; or number of contracts less than or equal to  $N_1$ , each of minimum value  $V_1$ , but with total value of all contracts equal or more than  $N_1 \times V_1$ .

Lot 2:  $N_2$  contracts, each of minimum value  $V_2$ ; or number of contracts less than or equal to  $N_2$ , each of minimum value  $V_2$ , but with total value of all contracts equal or more than  $N_2 \times V_2$ .

Lot 3:  $N_3$  contracts, each of minimum value  $V_3$ ; or number of contracts less than or equal to  $N_3$ , each of minimum value  $V_3$ , but with total value of all contracts equal or more than  $N_3 \times V_3$ .

---etc.

Or

**Option3:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract

		<p>for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:</p> <p>Lot 1: N1 contracts, each of minimum value V1;</p> <p>Lot 2: N2 contracts, each of minimum value V2;</p> <p>Lot 3: N3 contracts, each of minimum value V3;</p> <p>----etc., <b>or</b></p> <p>(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than N1 x V1.</p> <p>Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than N2 x V2.</p> <p>Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than N3 x V3.</p> <p>----etc., or</p> <p>(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than N1 + N2 + N3 --but the total value of all such contracts is equal or more than N1 x V1 + N2 x V2 + N3 x V3 +---</p>
<b>35. Comparison of Bids</b>	35.1	The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost.
<b>36. Abnormally Low Bids</b>	36.1	An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
	36.2	In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
	36.3	After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
<b>37. Unbalanced or Front-Loaded Bids</b>	37.1	If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid price as with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
	37.2	After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

		<ul style="list-style-type: none"> <li>a) accept the Bid; or</li> <li>b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or</li> <li>c) reject the Bid.</li> </ul>
<b>38. Qualification of the Bidder</b>	38.1	The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	38.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
	38.3	Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.
	38.4	An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
<b>39. Most Advantageous Bid</b>	39.1	Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be: <ul style="list-style-type: none"> <li>a) substantially responsive to the bidding document; and</li> <li>b) the lowest evaluated cost.</li> </ul>
<b>40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	40.1	The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
<b>41. Standstill Period</b>	41.1	The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 45. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
<b>42. Notification of Intention to Award</b>	42.1	The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information: <ul style="list-style-type: none"> <li>a) the name and address of the Bidder submitting the successful Bid;</li> <li>b) the Contract price of the successful Bid;</li> <li>c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;</li> <li>d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;</li> <li>e) the expiry date of the Standstill Period;</li> </ul>

		f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.
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## F. AWARD OF CONTRACT

43. Award Criteria	43.1	Subject to ITB 40, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 39.
44. Notification of Award	44.1	Prior to the expiration of the Bid validity, and upon expiry of the Standstill Period specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
	44.2	<p>Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) name and address of the Employer;</li> <li>b) name and reference number of the contract being awarded, and the selection method used;</li> <li>c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefore; and</li> <li>e) the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope.</li> </ul>
	44.3	The Contract Award Notice shall be published through NeST, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
	44.4	Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
45. Debriefing by the Employer	45.1	On receipt of the Employer’s Notification of Intention to Award referred to in ITB 42.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
	45.2	Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
	45.3	Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
	45.4	Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
46. Signing of Contract	46.1	The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

	46.2	The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
<b>47. Performance Security</b>	47.1	Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 37.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
	47.2	Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
<b>48. Adjudicator</b>	48.1	The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

## G. REVIEW OF PROCUREMENT DECISIONS

<b>49. Procurement Related Complaint</b>	49.1	<p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint through the system, to the Employer.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the employer's decision to award the contract.</li> </ol>
<b>50. Right to Review</b>	50.1	<p>A Bidder who claims to have suffered or may suffer any loss or injury as a result of a breach of a duty imposed on the Employer or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.</p>
<b>51. Time Limit on Review</b>	51.1	<p>The Bidder shall submit an application for review within Seven (7) working days of the Bidder becoming or should have become aware of the circumstances giving rise to the complaint or dispute.</p>
<b>52. Submission of Applications for Review</b>	52.1	<p>Any application for administrative review shall be submitted through NeST to the Accounting Officer of the Employer and a copy shall be electronically served to the Public Procurement Regulatory Authority (PPRA).</p>
	52.2	<p>For Employers with delegated procurement functions, applications for administrative review for bids floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electronically served to the delegated Accounting Officer and PPRA.</p>
	52.3	<p>The application for administrative review shall include:</p> <ol style="list-style-type: none"> <li>a) details of the procurement requirements to which the complaint relates;</li> <li>b) details of the provisions of the Act, Regulation, or provision that has been breached or omitted;</li> <li>c) an explanation of how the provisions of the Act, Regulation, or provision have been breached or omitted, including the dates and name of the responsible public officer, where known;</li> <li>d) documentary or other evidence supporting the complaint where available;</li> <li>e) remedies sought; and</li> <li>f) any other information relevant to the complaint.</li> </ol>
	52.4	<p>Upon receipt of a complaint, the Accounting Officer of a PE shall suspend the procurement proceedings.</p>
	52.5	<p>The Accounting Officer of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.</p>
<b>53. Decision by the Accounting Officer of PE</b>	53.1	<p>The Accounting Officer of a PE shall, within three (3) calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ol style="list-style-type: none"> <li>a) whether the application is upheld in whole, in part or rejected;</li> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken.</li> </ol>
	53.2	<p>Where the Accounting Officer of a PE does not issue a decision within the time specified in ITT 53.1, the Bidder submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT 54.1 [Review by the</p>

		Public Procurement Appeals Authority (PPAA)] within three (3) calendar days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
<b>54. Review by the Public Procurement Appeals Authority (PPAA)</b>	54.1	<p>Complaints or disputes which,</p> <ul style="list-style-type: none"> <li>(a) are not settled within the specified period under ITT 53.1 [Decision by the Accounting Officer];</li> <li>(b) the Bidder is not satisfied with the decision of the accounting officer; or</li> <li>(c) arise after the procurement contract has entered into force pursuant to ITT46 [Signing of Contract],</li> </ul> <p>shall be referred to the Appeals Authority within seven (7) working days from the date when the Bidder received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT54.1 or when the Bidder become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT51.1 [Time Limit on Review].</p> <p>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.</p> <p>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.</p>
	54.2	PPAA may be contacted at the address shown in the <b>BDS</b> .



## **SECTION II: BID DATA SHEET (BDS)**

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

**A. Introduction**

<b>TDS. No</b>	<b>Required Information/Data</b>	<b>ITB Clause</b>	<b>Information/Data to be filled by the PE</b>
1.	Scope of Bid	1.1	<p><b>The number of invitations for Bids is:</b> LGA/034/TACTIC/P171189/2024/2025/W/01</p> <p><b>The Employer is:</b> BUKOBA MUNICIPAL COUNCIL</p> <p><b>The reference number of the Request for Bids (RFB) is:</b> LGA/034/TACTIC/P171189/2024/2025/W/01</p> <p><b>The name of the RFB is:</b> Bukoba Package 2: Construction of Kyakailabwa New Bus Terminal and Central Market in Bukoba Municipality</p> <p><b>The number and identification of lots (contracts) comprising this RFB are</b> Not Applicable.</p> <p>Loan or Financing Agreement Amount: The United States dollarUSD 278,000,000</p> <p><b>The name of the Project is:</b> Tanzania Cities Transforming Infrastructure and Competitiveness (TACTIC) Project.</p>
2.	Members of JVCA	4.1	The maximum number of members of JVCA shall be: 3.
3.	Debarred firms or individuals	4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .

**B. Contents of Bidding Documents**

4.	Pre- Bid Meeting	7.4	Pre- bid Meeting will be held at 4th Floor, Millennium Tower I - Kijitonyama, New Bagamoyo Road - Dar es Salaam on 28/02/2025 at 10:00 hours local time.
5.	Site Visit	7.4	Site Visit will be held at Bukoba Municipality on 20/02/2025 at 09:00 hours local time.

### C. Preparation of Bids

6.	Language of the Bid	10.1	Language of Bid and all correspondence shall be English including Language for translation of supporting documents and printed literature.
7.	Activity Schedule	11.1 (b)	The following schedules shall be submitted with the Bid: priced Bill of Quantities for admeasurement contracts.
8.	Additional Bidding Documents	11.1(k)	The Tenderer shall submit the following additional documents in its Tender: In compliance with ITB 11 and Section IV of the Bidding Document (Bidding Forms), the Bidder shall also submit the following Documents; 1. Schedule of Payment Currencies 2. Historical Contract Non-Performance, Pending Litigations and Litigation History 3. Environmental and Social Performance Declaration 4. SEA and/or SH Declaration 5. Financial Situation and Performance 6. Average Annual Construction Turnover 7. Financial Resources 8. General Construction Experience 9. Specific Construction and Contract Management Experience 10. Construction Experience in Key Activities 11. Specific Experience in Managing ES aspects 12. List of Key Personnel for this Tender (Note: in compliance with ITB 34.5 (Multiple Contracts), list of Key Personnel must consist of separate teams in case you are applying more than one Tender (different from this one) 13. List of Equipment for this Tender (Note: in compliance with ITB 34.5 (Multiple Contracts), list of Equipment must consist of separate Set-in case you are applying more than one Tender (different from this one) 14. Bid Security
9.	Alternative Bid	13.1	Not Applicable
10.	Alternative Times for Completion	13.2	Not Applicable.
11.	Alternative Technical Solutions	13.4	Not Applicable.
12.	Price Adjustment	14.5	The price shall be FIXED during the performance of the contract.
13.	Currency of the Bid	15.1	The currency in which the prices shall be quoted shall be: The Tanzanian Shilling. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms.
14.	Bid Validity Period	18.1	The bid shall be valid until 120 days.
15.	Bid Price Adjustment Factor	18.3(a)	Not Applicable.
16.	Bid Security type	19.1	The Bid Security shall be in the form of:

			Bid Security type shall be Tender Security - Bank Guarantee. The amount of Bid security is: 390,000,000.00. The currency of Bid security is: The Tanzanian Shilling.
17.	Other Form of Security	19.3(d)	Not Applicable.
18.	Bidder's ineligibility period	19.9	Not Applicable
19.	Written Confirmation of Authorization	20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney.

**D: Submission of Bids**

20.	The deadline for Bid submission	22.1 & 25.1	<b>Bidders shall submit their Bids electronically.</b>  The deadline for Bid submission is: Date: 28/03/2025 Time: 10:00 AM hours local time. Bid opening shall be online through the system.
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### E. Evaluation and Comparison of Bids

21.	Currency for Converting Tender Prices	31.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: The Tanzanian Shilling. The source of the exchange rate shall be the Bank of Tanzania. The date for the exchange rate shall be the date of the bid invitation.
22.	Margin of Preference	32.1	A margin of domestic preference shall be <b>Not Applicable</b> .
23.	Subcontracting percentage	33.1	Not Applicable
24.	Subcontracting works	33.2	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: Solar street light For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.
25.	Maximum Subcontracting Percent	33.3	Not Applicable

**F. Award of contract**

26.	Environmental and Social Performance Security	47.1 & 47.2	Environmental and Social Performance Security type will be ES Performance Security Bank Guarantee of 2 percent of the contract price.
27.	Adjudicator	48.1	The Adjudicator proposed by the Employer is: Prof. Ninatubu Lema. The hourly fee for this proposed Adjudicator shall be The Tanzanian Shilling 200,000.00. The biographical data of the proposed Adjudicator is as follows: <a href="#">Download</a>



### G. Right to review

28.	Address to Submit an Appeal to PPAA	54.2	The address for the 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 III: EVALUATION AND QUALIFICATION CRITERIA**

# EVALUATION AND QUALIFICATION 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	2019-01-01
Litigation History End Year	2023-12-31

#### History of Non-performing Contracts (SCORE: N/A)

Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. This requirement also applies to contracts executed by the Bidder as JV member.

Non-Performing Contracts Description	Non-performance of a contract did not occur as a result of contractor default since 1st January, 2019 to date
Non-Performing Contracts Start Month and Year	January 1st, 2019
Non-Performing Contracts End Month and Year	December 31st, 2023
Non-Performing Contracts Reasons	Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

#### Completion Period (SCORE: N/A)

Bidders are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	455
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**Sexual Harassment Performance Declaration (SCORE: N/A)**

Contractors are required to fill and submit the Sexual Exploitation and Abuse (SEA)/Sexual Harassment Performance Declaration.

**2. Standard Tender Forms****Tender Validity Period (SCORE: N/A)**

Bidders are required to confirm the bid validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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**Notarized Special Power of Attorney (SCORE: N/A)**

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

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

The bidder should submit bid security as per instructions to bidders.

**3. Financial Situation and Performance****Pending Litigation (SCORE: N/A)**

Bidder's financial position and prospective long-term profitability sound according to criteria established and assuming that all pending litigation will be resolved against the Bidder

Pending Litigation Records	Bidder's financial position and prospective long term profitability sound according to criteria established in financial capability and assuming that all pending litigation will be resolved against the Bidder
Pending Litigation Start Month and Year	January 1st, 2019
Pending Litigation End Month and Year	December 31st, 2023

**Financial Statement (SCORE: N/A)**

The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the period stated shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

Financial Statement Start Date	2019-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1.1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1.1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	N/A
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	N/A
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	N/A

**Average Annual Turnover (SCORE: N/A)**

Minimum average annual construction turnover stated, calculated as total certified payments received for contracts in progress and/or completed within the period stated (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	23133600000
Turnover Start Date	2019-01-01
Turnover End Date	2023-12-31

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

The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated stated for the subject contract(s) net of the Bidder's other commitments.

Average fund amount from all sources (any freely convertible currency proposed by bidder)	3855600000
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**Technical Evaluation****1. Experience****Current Contract Commitment (SCORE: N/A)**

Bidder 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 the case of a Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2020-01-01
Current Commitment End Year	2024-12-31

**General Experience in Construction Activities (SCORE: N/A)**

Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for period stated.

Key Construction Activities	For any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2019 and application submission deadline, a minimum construction experience in the following key activities successfully completed in any one year: construction of Concrete building structures involving; Concrete works: 7,000 m3 per year, block works: 16,000 m2 per year and steel reinforcements 600 tons per year
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**Specific Experience (SCORE: N/A)**

Bidder is required to provide details of their previous and ongoing contracts to evidence their specific experience in construction assignments.

Specific Experience	A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member,
Specific Experience Start Year	2019-01-01
Specific Experience End Year	2023-12-31
Number of Specific Experience	2

Contracts	
Value of each specific experience contract in the specified tender currency	14458500000

**General Experience (SCORE: N/A)**

Bidder should provide details of their previous and ongoing contracts to evidence their general experience in construction.

General experience start date	2019-01-01
General experience end date	2024-12-31
Number of contract	2
Contract value in the specified currency	14458500000

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

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

Employer's Name and Contact	Insert Employer's Name and Contact
Project Description	Insert Project Description
Project Amount	Insert Project Amount
Project Start Date	2019-01-01
Project End Date	2023-12-31
Key Activities	Insert key activities
Roles in Contract	Insert roles of contract
Key Personnel	Key personnel involved

**2. Technical Specifications**

**Risk Management Plan (SCORE: N/A)**

Bidders 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.

**3. Key Personnel**

**Key Personnel (SCORE: N/A)**

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience in the Qualification Information in the system.

Categories of Key Personnel	Education Level	Experience of Key Personnel	Number of Required Key Personnel
Materials / Highway Engineer	Degree in Civil Engineering	8	1
Project Manager/Site Agent	Degree in Civil Engineering, Quantity Surveying or Architecture or equivalent	10	1
Environmental Expert	Degree in Environmental Science/Engineering or equivalent	8	1
Structural Engineer	Degree in Civil/Structure Engineering or equivalent	8	1
Social Expert	Degree in Social Science/Sociology or equivalent	5	1
Architect	Degree in Architecture or equivalent	8	1
Land Surveyor	Degree or Advanced Diploma in Land Surveying	8	1
Quantity Surveyor	Degree in Quantity Surveying or equivalent	8	2
Health and Safety Officer	Degree/Diploma in Health/Social/Environmental Sciences and Certification by OSHA or similar Bodies/Authorities.	5	1
Mechanical/Services Engineer	Degree in Mechanical Engineering or equivalent	8	1
Electrical Engineer	Degree in Electrical Engineering or equivalent	8	1
ICT Engineer	Degree in ICT Engineering or equivalent	5	1
Civil Technician	Certificate in Civil Engineering or equivalent	5	1
Electrical Technician	Certificate in Electrical Engineering or equivalent	5	1
Mechanical Technician	Certificate in Mechanical Engineering or equivalent	5	1

#### 4. Technical Submission

##### Site Organization (SCORE: N/A)

Bidder shall include an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

##### Equipment (SCORE: N/A)

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed. The Bidder shall provide further details of the proposed equipment in the Qualification Information.

Type of Key Equipment Required	Equipment Capacity	Start Year of Equipment Manufacture	End Year of Equipment Manufacture	Number of Equipment
Tamping Roller	5 tons	N/A	N/A	3
Excavator	130kW/1.5m <sup>3</sup>	N/A	N/A	1
Concrete Batching Plant	10.0t/hr	N/A	N/A	1
Smooth Drum Vibrating Roller	260kN/m/ 25Hz	N/A	N/A	1

Concrete Pump	60 m3/h	N/A	N/A	1
Steel Wheel Roller	10.0t	N/A	N/A	1
Back Hoe Excavator	0.5m3	N/A	N/A	1
Diesel Generator	500kW	N/A	N/A	2
Wheel Loader	3.0m3	N/A	N/A	1
Mobile Crane	25 tons	N/A	N/A	1
Motor Grader	150kW	N/A	N/A	1
Tipping Truck	15.0m3	N/A	N/A	1
Paver Mixer	120kW	N/A	N/A	1
Concrete Truck Mixer	8.0m3	N/A	N/A	1
Concrete Truck Mixer	8.0m3	N/A	N/A	2
Truck Mounted Crane	(5-10t)	N/A	N/A	1
Diesel Tank	10,000 lts	N/A	N/A	2
Reinforcement Bending Machine	Set	N/A	N/A	2
Pedestrian Roller	3 tons	N/A	N/A	2
Water Pumps	50mm	N/A	N/A	2
Bull dozers Tracked	240 hp	N/A	N/A	1
Reinforcement Cutting Machine	Set	N/A	N/A	2
Pneumatic Tyred roller	15 ton	N/A	N/A	1
Asphalt Concrete and CRR Paving Machine	150 hp	N/A	N/A	1
Concrete Vibrator (Poker)	3 kw	N/A	N/A	5
Tipping Truck	15.0m3	N/A	N/A	5

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

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

Mobilization Schedule	Submit the mobilization schedule for the project and the following documents: 1. Schedule of Payment Currencies 2. Historical Contract Non-Performance, Pending Litigations and Litigation History 3. Environmental and Social Performance Declaration 4. SEA and/or SH Declaration 5. Financial Situation and Performance 6. Average Annual Construction Turnover 7. Financial Resources 8. General Construction Experience 9. Specific Construction and Contract Management Experience 10. Construction Experience in Key Activities 11. Specific Experience in Managing ES aspects 12. List of Key Personnel for this Tender (Note: in compliance with ITB 34.5 (Multiple Contracts), list of Key Personnel must consist of separate teams in case you are applying more than one Tender (different from this one) 13. List of Equipment for this Tender (Note: in compliance with ITB 34.5 (Multiple Contracts), list of Equipment must consist of separate Set-in case you are applying more than one Tender (different from this one) 14. Bid Security
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**Method Statement (SCORE: N/A)**

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



**Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) (SCORE: N/A)**

Bidder shall provide comprehensive and concise environmental and Social Management Strategies and Implementation Plans as per requirements.

Environmental and Social Management Strategies and Implementation Plans (ES-MSIP)	Provide comprehensive and concise Environmental and Social Management Strategies and implementation Plans as per requirements
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**Financial Evaluation**

**1. Priced Bills of Quantities**

**Priced Bill of Quantities (SCORE: N/A)**

Bidders are required to quote each item in the Bills of Quantities as per the procuring entity's requirements.

**Section IV - BIDDING FORMS**

**Letter of Bid**

*(Form is available in the system during bid submission)*

**Bills of Quantities and Activity Schedule**

*(Format for BoQ, Schedule of Payment Currencies, and Schedule(s) of Adjustment Data submission is available in the system during bid submission)*

**Forms of Bid Security**  
*(Form is available in the system during bid submission)*  
**Form of Bid Security - Bank Guarantee**  
*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Request for Bids No:** *\_[Insert reference number for the Request for Bids]*

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

**BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. *[insert number]* ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid 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 letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

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

**Form of Bid Security – Bid Bond**

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

**BOND NO.** \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[amount of Bond]* *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Principal has submitted a written Bid to the Employer dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the execution of *[name of Contract]* (hereinafter called the "Bid").

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Employer's bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

**IN TESTIMONY WHEREOF**, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Principal:** \_\_\_\_\_ **Surety:** \_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature) (Signature)*  
*(Printed name and title) (Printed name and title)*

Note: The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

**Form of Bid-Securing Declaration**

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

**RFB No.:** *[insert number of Bidding process]*

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

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

Name of the Bidder\* *[insert complete name the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *\_ [insert date of signing] day of [insert month], [insert year]*

\*: In the case of the Bid submitted by jointventure specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

**Special Power of Attorney**

*(Form is available in the system during bid submission)*

*[Bidder's Header]*

**STANDARD POWER OF ATTORNEY**

*[This form shall be used by firms]*

**TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the Company/Donor]* of *[insert address of the Company/Donor]*, by virtue of authority conferred to us by the Board Resolution No *[insert Board Resolution Number]* of *[insert day]* day of *[insert Board Resolution month and year]*, do hereby ordain, nominate authorize, empower and appoint *[insert name of Donee]* of *[insert address of the Donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* for *[insert description of procurement]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* for *[insert description of procurement]* for the *[insert name of the procuring entity]*;

**AND** provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

**AND** we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

**SEALED** with the common seal of the said *[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

**IN WITNESS** whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]* .....

**SEALED** and **DELIVERED** by the  
Common Seal of *[insert name of the Donor/coy]*  
This *[insert date, month and year]*

**DONOR**

**BEFORE ME:  
COMMISSIONER FOR OATHS  
ACKNOWLEDGEMENT**

I *[insert name of Donee]* doth hereby acknowledge and accept to be Attorney of the said *[insert name of the company/donor]* under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said  
*[Insert name of Donee]* Identified to me  
by *[insert name]*

The latter known to me personally  
This *[insert date, month and year]*,

**DONEE**

**BEFORE ME  
COMMISSIONER FOR OATHS**



## TECHNICAL PROPOSALS FORMS

1	Key Personnel Schedule	The bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. Data on their experience should be updated in the tenderer profile i.e. Qualifications Information through the system for each candidate to allow submission of the same during bid application.
2	Equipment	The bidder shall provide adequate information to demonstrate clearly that it can meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria).
3	Site Organization	The bidder shall submit through the system an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors. The chart shall be sufficiently detailed to enable an assessment of the number of supervisory staff and foremen available on-site to the extent that CVs requested under Personnel, such candidate shall be identifiable on the attached organization diagram.
4	Method Statement	The bidder is required to submit through the system the expected hereunder and to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme.
5	Mobilization Schedule	The bidder is required to submit a mobilization schedule as per the requirements of the employer.
6	Construction Schedule	The bidder is required to submit a construction schedule as per the requirements of the employer.
7	ES Management Strategies and Implementation Plans (ES-MSIP)	The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors. In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

## Note to the Bidder:

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including taking into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if

such person is not required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience] requesting an explanation.

Name of Contractor's Personnel: [insert name]

**Signature:** \_\_\_\_\_

**Date:** (day month year): \_\_\_\_\_

### Counter signature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

### ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

#### BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- a. A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- b. A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- c. A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- d. A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- e. A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- a. Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- b. When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- c. Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- d. A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## **Bidders Qualification**

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of the original documents of</p> <ul style="list-style-type: none"> <li>• Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.</li> <li>• In the case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li>• In the case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> </li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i></p>

**Information Form for JV Bidders**

*(to be completed for each member of the Joint Venture)*

Bidder's Joint Venture name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in the country of the constitution:

JV member's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of the original documents of

.. Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.

.. In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.

2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

## Historical Contract Non-Performance, Pending Litigation, and Litigation History

### Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

.. Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]*

.. Contract(s) not performed since 1<sup>st</sup> January *[insert year]*

Year	Non-performed portion of the contract	Contract Identification	T (c ex
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	

### Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

.. No pending litigation

.. Pending litigation.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract (currency), USD (exchange
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who	

		initiated the dispute: Status of dispute:	
--	--	--	--

**Litigation History in accordance with Section III, Evaluation and Qualification Criteria**

- .. No Litigation History
- .. Litigation History

<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract (currency), USD (exchange</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>



**Environmental and Social Performance Declaration**

*[The following table shall be filled in for the Bidder, each member of a Joint Venture, and each Specialized Subcontractor]*

**Environmental and Social Performance Declaration**

in accordance with Section III, Qualification Criteria, and Requirements

- .. **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.
- .. **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES)performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert full name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert full name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

**Performance Security called by an employer(s) for reasons related to ES performance**

Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>	<i>[insert amount]</i>

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration**

**SEA and/or SH Declaration**

**in accordance with Section III, Evaluation and Qualification Criteria**

We:

- .. (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- .. (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- .. (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
- .. (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.
- .. (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.

***[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]***

***[If (d) or (e) above are applicable, provide the following information:]***

Period of disqualification: From: \_\_\_\_\_ To: \_\_\_\_\_

If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations **(as per (d) above)**

Name of Employer: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract description: \_\_\_\_\_

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations **(as per (e) above)** *[attach details as appropriate]*.

**Current Contract Commitments / Works in Progress**

Bidders and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Name of contract</b>	<b>Employer, contact address/tel/fax</b>	<b>Value of outstanding work (current US\$ equivalent)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over the last six months (US\$/month)</b>
1.				
2.				
3.				
4.				
5.				
etc.				

## Financial Situation and Performance

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

### 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

### 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for number of years requested by employer pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the number of years requested by employer; and complying with the requirements. Note: If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

**Average Annual Construction Turnover**

<b>Annual turnover data (construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>USD equivalent</b>
[indicate year]	[insert amount and indicate currency]		
Average Annual Construction Turnover *			

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

S/N	Source of financing	Amount (US\$ equivalent)
1.		
2.		
3.		
4.		

**General Construction Experience**

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	



**Specific Construction and Contract Management Experience**

<b>Similar Contract No.</b>	<b>Information</b>			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ..	Member in JV ..	Management Contractor ..	Sub-contractor ..
Total Contract Amount			US\$ *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

### Construction Experience in Key Activities

All subcontractors for key activities must complete the information through the system as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ..	Member in JV ..	Management Contractor ..	Sub-contractor ..
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address: Telephone/fax number E-mail:				
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:				

**Specific Experience in Managing ES aspects**

1. Key Requirement No. 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ..	Member in JV ..	Management Contractor ..	Subcontractor ..
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement No. 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement No. 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

**Section V - Eligible Countries**

**Eligibility for the Provision of Goods, Works, and Services in Bank-Financed  
Procurement**

**In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods, and services from the following countries are excluded from this Bidding process:**

**Under ITB 4.8(a) and 5.1 and Under ITB 4.8(b) and 5.1**

**Not Applicable**

## Section VI - Fraud and Corruption

### (Section VI shall not be modified)

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection, and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; [1] (ii) to be a nominated [2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect [3] all accounts,

records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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- [1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.
- [2] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.
- [3] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2: WORKS REQUIREMENTS**

## SPECIFICATIONS

**Tender Number:** LGA/034/TACTIC/P171189/2024/2025/W/01

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

**LOT NO. LGA/034/TACTIC/P171189/2024/2025/W/01  
Construction of Bus Terminal and Market by June 2025**

<b>S/N</b>	<b>Description</b>	<b>File Name</b>	<b>Attachment Type</b>	<b>Download Link</b>
1	Vol 3-Book of Drawing Part 1	Vol 3 - Book of Drawings - Package 2 Works_Part1.pdf	Drawings	<a href="#">Download</a>
2	Vol 2A-Standard Specification for Roadwork	Vol 2A-Standard Specification for Roadworks 200.pdf	Specifications	<a href="#">Download</a>
3	Vol 3-Book of Drawing-Part 3	Vol 3 - Book of Drawings - Package 2 Works_Part3.pdf	Drawings	<a href="#">Download</a>
4	Vol 3-Book of Drawing Part 2	Vol 3 - Book of Drawings - Package 2 Works_Part2.pdf	Drawings	<a href="#">Download</a>
5	Vol 5-Soil and Materials Report	Vol 5-Soil and Materials Report.pdf	Reports	<a href="#">Download</a>
6	Vol 2C-Enviromental and Social Management	Vol 2C- ES Specifications.pdf	Specifications	<a href="#">Download</a>
7	Vol 3-Book drawing part 4	Vol 3 - Book of Drawings - Package 2 Works_Part4.pdf	Drawings	<a href="#">Download</a>
8	Vol 2D-Building Specification	Vol 2D - Specifications for Building Works.pdf	Specifications	<a href="#">Download</a>
9	Vol 2B-Special Specification	Vol 2B - Special Specs for Roadworks.pdf	Specifications	<a href="#">Download</a>
10	Vol 4-BOQ Preamble	Vol 4 - BOQ Preamble.pdf	Other	<a href="#">Download</a>



## DRAWINGS

Tender Number: LGA/034/TACTIC/P171189/2024/2025/W/01

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

### LOT NO. LGA/034/TACTIC/P171189/2024/2025/W/01 Construction of Bus Terminal and Market by June 2025

S/N	Description	File Name	Attachment Type	Download Link
1	Vol 3-Book of Drawing Part 1	Vol 3 - Book of Drawings - Package 2 Works_Part1.pdf	Drawings	<a href="#">Download</a>
2	Vol 2A-Standard Specification for Roadwork	Vol 2A-Standard Specification for Roadworks 200.pdf	Specifications	<a href="#">Download</a>
3	Vol 3-Book of Drawing-Part 3	Vol 3 - Book of Drawings - Package 2 Works_Part3.pdf	Drawings	<a href="#">Download</a>
4	Vol 3-Book of Drawing Part 2	Vol 3 - Book of Drawings - Package 2 Works_Part2.pdf	Drawings	<a href="#">Download</a>
5	Vol 5-Soil and Materials Report	Vol 5-Soil and Materials Report.pdf	Reports	<a href="#">Download</a>
6	Vol 2C-Enviromental and Social Management	Vol 2C- ES Specifications.pdf	Specifications	<a href="#">Download</a>
7	Vol 3-Book drawing part 4	Vol 3 - Book of Drawings - Package 2 Works_Part4.pdf	Drawings	<a href="#">Download</a>
8	Vol 2D-Building Specification	Vol 2D - Specifications for Building Works.pdf	Specifications	<a href="#">Download</a>
9	Vol 2B-Special Specification	Vol 2B - Special Specs for Roadworks.pdf	Specifications	<a href="#">Download</a>
10	Vol 4-BOQ Preamble	Vol 4 - BOQ Preamble.pdf	Other	<a href="#">Download</a>

## **ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS**

*The Employer should include a suitably qualified Environmental and Social specialist/s.*

*The Employer should attach or refer to the Employer's environmental and social, policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.]*

### **Suggested content for Environmental and Social Policy (Statement)**

*The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the General Conditions of Contract.*

*As a minimum, the policy is set out to the commitments to:*

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 8. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 9. minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

### **Minimum Content of ES requirements**

*In preparing detailed specifications for ES requirements, the specialists should refer to and consider:*

*project reports e.g. ESIA/ESMP*

*consent/permit conditions*

*required standards including Guidelines*

*relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (eg NEMC and OSHA Guidelines)*

*relevant international standards e.g. TDFA Guidelines*

*relevant sector standards*

*grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*

*SEA prevention and management.*

*The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.*

### **Payment for ES Requirements**

*The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Tenderer's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.*

## BILLS OF QUANTITIES

Lot Description: Construction of Bus Terminal and Market by June 2025

Code/SN	Description	Unit of Measure	Quantity	Unit Rate	Total
<b>PART B:KYAKAILABWA STAND-EXTERNAL WORK</b>					
<b>SERIES 2000</b>	<b>DRAINAGE</b>				
<b>Section 2100</b>	<b>Drains</b>				
<b>21.01</b>	<b>Excavation for Open Drains</b>				
a	Excavating soft material situated within the following depth range below the surface level: 0.5 m. up to 1.5 m	m3	321.00		
	Exceeding 1.5m and up to 3.0m	m3	100.00		
b	Extra over subitem 21.01(a) and (b) for excavation in rock as defined in Clause 3603, irrespective of depth	m3	30.00		
<b>21.08</b>	<b>PIPES IN SUBSOIL DRAINAGE SYSTEMS</b>				
b	Pipes in subsoil drainage systems, Unplasticised PVC pipes and fitting, normal duty, complete with couplings (110mmØ perforated)	m	120.00		
21.1	Synthetic-fibre filter fabric (Min. weight 320g/m2)	m2	145.00		
<b>22.01</b>	<b>Excavation</b>				
a	Excavation of soft material situated within the following depth ranges below the surface level (i) 0.5m to 1.5m	m3	150.00		
	(ii) Exceeding 1.5 m and up to 3.0 m	m3	65.00		
b	Extra over subitem 22.01(a) for excavation in rock as defined in Clause 3603, irrespective of depth	m3	12.00		
<b>22.02</b>	<b>Backfilling</b>				
i	Using excavated material	m3	103.00		
b	Using imported selected material	m3	76.00		
<b>22.03</b>	<b>Concrete Pipe Culverts on Class A bedding</b>				
i	On Class A Bedding (i) 1/600mm diameter Concrete Class 20	m	20.00		
	(ii) 1/900mm diameter Concrete Class 20	m	100.00		
<b>22.07</b>	<b>Cast in situ concrete and formwork</b>				
a	In Class A bedding, screeds and the encasing for pipes including formwork (Class 20/19 concrete)	m3	18.24		
c	In Class 25/19 inlet and outlet structures, catchpits, manholes, thrust and anchor blocks, including formwork and Class U2 surface finish	m3	146.00		
<b>22.10</b>	<b>Steel Reinforcement</b>				
i	High-tensile steel bars	Tonnes	18.00		
<b>22.23</b>	<b>Service Ducts</b>				

a	Provide & construct service ducts using Ordinary pipes (mPVC 300 mm dia.)	m	150.00		
22.25	Hand excavation to determine the position of existing services (Provisional)	m3	300.00		
<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	Concrete Kerbing Class 30/19 raised kerbs placed in concrete Class 30/19 as per drawings including Hauhing	m	6,167.00		
23.03 (a)	Prefabricated concrete chutes Class 20/19	m	80.00		
<b>23.05</b>	<b>Inlet and outlet for concrete chutes and slope drains</b>				
a	(i) 200mm thick Vehicular Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	200.00		
	(ii) 150mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	200.00		
	(iii) 100mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	200.00		
	(iv) 75mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	1,450.00		
23.07	Trimming of Excavation for Concrete Lined Drains In soft material as defined in Clause 3603	m2	2,200.00		
<b>23.08</b>	<b>Concrete lining for open drains as shown on the drawings</b>				
a	Cast in situ concrete lining Grade 20 to drains with Class U2 surface finish	m3	300.00		
<b>23.12</b>	<b>STEEL REINFORCEMENT</b>				
a	Welded steel fabric A142 for drains	Tonnes	15.00		
<b>Section 2500</b>	<b>Pitching, Stonework and Protection Against Erosion</b>				
<b>25.01</b>	<b>Stone Pitching</b>				
c	Grouted stone pitching, 200 mm thick	m2	50.00		
d	(i). (200x100x60mm) 25Mpa Prefabricated concrete paving blocks for sidewalk pavement including 30mm Sand capping	m2	2,139.00		
	(ii). (200x100x80mm) 35Mpa Prefabricated concrete paving blocks for vehicular areas including 30mm Sand capping	m2	4,439.00		
<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	Clearing and grubbing	ha	6.00		
b	Removal of topsoil 150mm depth	m3	1,848.00		
<b>31.02</b>	<b>Removal and grubbing of large trees and tree stumps</b>				
a	(a) Girth exceeding 1.0 m up to and including 3.0 m	No	2.00		
<b>3600</b>	<b>Selecting and Utilizing Material From Borrow Pits and Cuttings</b>				

<b>36.01</b>	<b>Excavations:</b>				
a	(Material other than topsoil excavated from side drains and existing/new roadway which is not suitable for fill)	m3	3,420.00		
b	Rock excavation (Provisional)	m3	50.00		
<b>36.02</b>	<b>Fill and improved subgrade layers</b>				
a	Improved subgrade layer as specified in the Drawings to require minimum G15 quality material	m3	1,673.00		
b	Improved subgrade layer as specified in the Drawings to require G7 quality material as minimum	m3	1,673.00		
c	Fill as specified in the Drawings to require G3 quality material as minimum	m3	3,346.00		
<b>3700</b>	<b>Pavement Layers of Natural Gravel Materials</b>				
<b>37.02</b>	<b>Natural Gravel for Sub-base Course</b>				
a	Natural Gravel Class G45	m3	418.00		
<b>3800</b>	<b>STABILISATION</b>				
<b>38.02</b>	<b>Chemical stabilisation, payment for full cost of providing:-</b>				
a	Stabilised Layer, Material Class C1 (200mm thick subbase)	m3	1,673.00		
<b>38.03</b>	<b>Chemical stabiliser agent</b>				
b	Ordinary portland cement (for subbase)	Tonne	117.78		
<b>3900</b>	<b>CRUSHED AGGREGATE BASE COURSE</b>				
<b>39.01</b>	<b>Crushed aggregate for base course:</b>				
a	Crushed Aggregate Base, Class CRR 150mm	m3	1,416.00		
<b>SERIES 5000</b>	<b>ANCILLARY ROADWORKS</b>				
<b>5400</b>	<b>Road Signs</b>				
a	Road Signs with reflective sheeting (Standard Aluminium 2.0mm thick, area not exceeding 2.0m <sup>2</sup> ) (a) Regulatory Signs (600mm)	No	15.00		
	(b) Warning Signs (600mm)	No	8.00		
	(c)(i) Information Signs (0-1m <sup>2</sup> )	No	15.00		
	(c)(ii) Information Signs (1-2m <sup>2</sup> )	No	8.00		
<b>5500</b>	<b>Road Markings</b>				
<b>55.01</b>	<b>Road Markings Paint</b>				
a	(i) White unbroken road marking lines 100mm wide (2mm thick)	m	200.00		
	(iii) White unbroken road marking lines 300mm wide (2mm thick)	m	300.00		
b	(i) Yellow acoustic road marking lines 150mm wide at edges (2mm thick)	m	893.00		
d	White Lettering and Symbols	m <sup>2</sup>	100.00		
f	Traffic Island Markings	m <sup>2</sup>	100.00		
55.06	Setting out and premarking the lines	m	1,393.00		
<b>5600</b>	<b>CATTLE GRIDS AND AXLE WEIGH-BRIDGES</b>				

<b>56.02</b>	<b>Excavation for Cattle Grids or Weigh Bridges:</b>				
56.04(a)	Allow for Provision and Installation of Solar Street Lights to be done by Specialised Sub-Contractor (approx. 60 numbers)	PS	1.00	240000000	240,000,000.00
	Allow for contractor's overhead and profits as a percentage of above	%			
<b>5700</b>	<b>Landscaping and Grassing</b>				
<b>57.03</b>	<b>Preparing areas for grassing</b>				
57.01	Trimming: (a) Machine trimming	m2	1,820.00		
	(b) Hand trimming	M2	1,304.00		
	(c) Topsoiling within the road reserve, where the following materials are used: (i) Topsoil obtained from within the road reserve or borrow areas	M3	80.00		
	(ii) Topsoil obtained from other sources	m3	100.00		
	Grassing: (a) Planting of grass cuttings (type of grass as instructed)	ha	1.00		
	Watering, the grass weekly, when established by topsoiling only until the end of defect liability	item	1.00		
57.09	Trees and shrubs: (a) Providing the trees and shrubs (types as instructed)	No	50.00		
	(b) Planting and establishing: (i) Trees at 25m spacing at locations instructed by the Engineer	No	100.00		
	(ii) Shrubs at 25m spacing at locations instructed by the Engineer	No	50.00		
	Weeding all grass-seeded areas and the grass weekly, when established by topsoiling only until the end of defect liability	ha	1.00		
<b>SERIES 6000</b>	<b>STRUCTURES</b>				
<b>Series 6100:</b>	<b>Foundations for Structures</b>				
<b>61.01</b>	<b>Excavation</b>				
<b>b</b>	<b>Extra over sub item 61.02(a) for excavation in rock irrespective of depth</b>				
a	Common Excavation in soft material situated within the following depth ranges: 0m up to 1.5m	m3	225.23		
<b>Series 6300:</b>	<b>Steel Reinforcement for Structures</b>				
<b>63.01</b>	<b>Steel reinforcement for:</b>				
i	Steel Reinforcement for: High-yield-stress-steel bars grade 460	tonnes	56.00		
<b>Series 6400:</b>	<b>Series 6400: Concrete for Structures</b>				
<b>64.01</b>	<b>Cast in situ concrete:</b>				
a	Cast in-situ concrete (including formwork) Class 30/25 for Structures including formwork	m3	32.00		
<b>Series 6700:</b>	<b>Steel Structure</b>				
69.01	Cast in-situ concrete 200mm Thick Class 30/25 concrete with contraction joints spaced	m3	400.00		

	4.0m c/c to Bus-Bays including formworks, joint sealants compressible materials, chairs, separation membrane and dowels to class U2 finish and broomed as specified in clause 6209.				
<b>PART B:KYAKAILABWA STAND-PRIME COST &amp; PROVISIONAL SUM</b>					
<b>BILL No 2</b>	<b>PRIME COST AND PROVISIONAL SUMS</b>				
<b>PC 1</b>	<b>PRIME COST SUMS</b>				
	<b>Prime Cost Sum for works to be executed by Local Authority or Public Undertakings</b>				
A	Allow a Provisional sums of Amount to be spent on discretion of the Project Manager	Ps	1.00	80000000.00	80,000,000.00
B	Allow percentage of profit and overheads	%			
C	Allow a Provisional Sum amount for constructing Gourd House (2Nos)	PS	1.00	30000000.00	30,000,000.00
<b>PART C:BUKOKA MARKET-PRIME COST &amp; PROVISIONAL SUM</b>					
<b>BILL No 2</b>	<b>PRIME COST AND PROVISIONAL SUMS</b>				
<b>PC 1</b>	<b>PRIME COST SUMS</b>				
	<b>Prime Cost Sum for works to be executed by Local Authority or Public Undertakings</b>				
A	Allow a Provisional sums of Amount to be spent on discretion of the Project Manager	Ps	1.00	50000000.00	50,000,000.00
B	Allow percentage of profit and overheads	%			
	Allow a Provisional Sum amount for constructing Garbage collection	PS	1.00	10000000.00	10,000,000.00
E	Allow a Provisional Sum amount for constructing Gourd House (2Nos)	PS	1.00	30000000.00	30,000,000.00
<b>PART C:BUKOKA MARKET-EXTERNAL WORK</b>					
<b>SERIES 2000</b>	<b>DRAINAGE</b>				
<b>Section 2100</b>	<b>Drains</b>				
<b>21.01</b>	<b>Excavation for Open Drains</b>				
a	Excavating soft material situated within the following depth range below the surface level: 0.5 m. up to 1.5 m	m3	77.00		
ii	Exceeding 1.5m and up to 3.0m	m3	10.00		
<b>22.01</b>	<b>Excavation</b>				
a	Excavation of soft material situated within the following depth ranges below the surface level (i) 0.5m to 1.5m	m3	54.00		
	(ii) Exceeding 1.5 m and up to 3.0 m	m3	34.00		
<b>22.02</b>	<b>Backfilling</b>				
a	Using excavated material	m3	22.00		
b	Using imported selected material	m3	40.00		
<b>22.03</b>	<b>Concrete Pipe Culverts on Class A bedding</b>				
i	On Class A Bedding (ii) 1/900mm diameter Concrete Class 20	m	60.00		
<b>22.07</b>	<b>Cast in situ concrete and formwork</b>				
i	In Class A bedding, screeds and the encasing	m3	8.64		



	for pipes including formwork (Class 20/19 concrete)				
c	In Class 25/19 inlet and outlet structures, catchpits, manholes, thrust and anchor blocks, including formwork and Class U2 surface finish	m3	12.00		
<b>22.10</b>	<b>Steel Reinforcement</b>				
i	High-tensile steel bars	Tonnes	4.00		
<b>22.23</b>	<b>Service Ducts</b>				
a	Provide and construct service ducts Provide & construct service ducts using Ordinary pipes (mPVC 300 mm dia.)	m	30.00		
	Hand excavation to determine the position of existing services (Provisional)	m3	200.00		
<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	450 x 150 Precast kerb (Concrete class 30/19) with cast in-situ Concrete Class 20/19 Hunching as shown in the drawing for Inner Side of road/Bus bays	m	1,428.00		
<b>23.05</b>	<b>Inlet and outlet for concrete chutes and slope drains</b>				
b	(i) 200mm thick Vehicular Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	40.00		
	(ii) 150mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	100.00		
	(iii) 100mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	80.00		
	(iv) 75mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	100.00		
	(v) 50mm thick Access Slabs Class 25/19 as per drawings or as instructed by the Engineer	m2	100.00		
a	23.07 Trimming of Excavation for Concrete Lined Drains In soft material as defined in Clause 3603	m2	280.00		
<b>23.08</b>	<b>Concrete lining for open drains as shown on the drawings</b>				
a	Cast in situ concrete lining Grade 20 to drains with Class U2 surface finish	m3	26.00		
<b>23.12</b>	<b>STEEL REINFORCEMENT</b>				
a	Reinforcements for drains	Tonnes	6.00		
<b>23.13</b>	<b>POLYETHYLENE SHEETING</b>				
a	Polyethylene sheeting (0.15mm thick)	m2	2,217.00		
<b>Section 2500</b>	<b>Pitching, Stonework and Protection Against Erosion</b>				
<b>25.01</b>	<b>Stone Pitching</b>				
25.04 (d)	(i). (200x100x60mm) 25Mpa Prefabricated concrete paving blocks for sidewalk pavement including 30mm Sand capping	m2	1,290.00		

	(ii). (200x100x80mm) 35Mpa Prefabricated concrete paving blocks for vehicular areas including 30mm Sand capping	m2	2,103.00		
<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	Clearing and grubbing	ha	1.50		
<b>31.02</b>	<b>Removal and grubbing of large trees and tree stumps</b>				
a	Removal of topsoil 150mm depth	m3	2,250.00		
<b>3600</b>	<b>Selecting and Utilizing Material From Borrow Pits and Cuttings</b>				
<b>36.01</b>	<b>Excavations:</b>				
a	Common excavation to spoil (Material other than topsoil excavated from side drains and existing/new roadway which is not suitable for fill)	m3	1,276.00		
<b>36.02</b>	<b>Fill and improved subgrade layers</b>				
a	Improved subgrade layer as specified in the Drawings to require minimum G15 quality material	m3	611.00		
b	Improved subgrade layer as specified in the Drawings to require G7 quality material as minimum	m3	611.00		
c	Fill as specified in the Drawings to require G3 quality material as minimum	m3	1,527.50		
<b>3700</b>	<b>Pavement Layers of Natural Gravel Materials</b>				
<b>37.02</b>	<b>Natural Gravel for Sub-base Course</b>				
a	Natural Gravel Class G45	m3	252.00		
<b>3800</b>	<b>STABILISATION</b>				
<b>38.02</b>	<b>Chemical stabilisation, payment for full cost of providing:-</b>				
a	Stabilised Layer, Material Class C1 (200mm thick subbase)	m3	418.00		
b	Ordinary portland cement (for subbase)	tonne	30.00		
<b>3900</b>	<b>CRUSHED AGGREGATE BASE COURSE</b>				
<b>39.01</b>	<b>Crushed aggregate for base course:</b>				
b	Crushed Aggregate Base, Class CRR 150mm	m3	417.50		
<b>SERIES 5000</b>	<b>ANCILLARY ROADWORKS</b>				
<b>5400</b>	<b>Road Signs</b>				
a	Road Signs with reflective sheeting (Standard Aluminium 2.0mm thick, area not exceeding 2.0m <sup>2</sup> ) (a) Regulatory Signs (600mm)	No	6.00		
	(b) Warning Signs (600mm)	No.	2.00		
	(c)(i) Information Signs (0-1m <sup>2</sup> )	No.	5.00		
	(c)(ii) Information Signs (1-2m <sup>2</sup> )	No.	3.00		
<b>5500</b>	<b>Road Markings</b>				
<b>55.01</b>	<b>Road Markings Paint</b>				
55.03 (a)	(i) White unbroken road marking lines	m	50.00		

	100mm wide (2mm thick)				
	(iii)White unbroken road marking lines 300mm wide (2mm thick)	m	50.00		
b	(i) Yellow acoustic road marking lines 150mm wide at edges (2mm thick)	m	60.00		
d	White Lettering and Symbols	m2	10.00		
f	Traffic Island Markings	m2	10.00		
<b>5600</b>	<b>CATTLE GRIDS AND AXLE WEIGH-BRIDGES</b>				
<b>56.03</b>	<b>Installation of Weigh Bridges:</b>				
55.06	Setting out and premarking the lines	m	160.00		
	Allow for Provision and Installation of Solar Street Lights to be done by Specialised Sub- Contractor (approx. 20 numbers)	PS	1.00	90000000.00	90,000,000.00
b	Allow for contractor's overhead and profits as a percentage of above	%			
<b>5700</b>	<b>Landscaping and Grassing</b>				
<b>57.03</b>	<b>Preparing areas for grassing</b>				
57.01	Trimming: (a) Machine trimming	m2	1,000.00		
	(b) Hand trimming	m2	1,000.00		
57.03	Preparing the areas for grassing: (c) Topsoiling within the road reserve, where the following materials are used:	m3	47.00		
	(ii) Topsoil obtained from other sources	m3	20.00		
57.04	Grassing: (a) Planting of grass cuttings (type of grass as instructed)	ha	1.00		
<b>57.09</b>	<b>Providing Trees and Shrubs</b>				
a	Trees and shrubs: (a) Providing the trees and shrubs (types as instructed)	No	20.00		
	(b) Planting and establishing: (i) Trees at 25m spacing at locations instructed by the Engineer	No.	20.00		
	(ii) Shrubs at 25m spacing at locations instructed by the Engineer	No.	20.00		
57.11	Weeding all grass-seeded areas and the grass weekly, when established by topsoiling only until the end of defect liability	ha	1.00		
57.05	Watering, the grass weekly, when established by topsoiling only until the end of defect liability	item	1.00		
<b>PART B:KYAKAILABWA STAND-TERMINAL BUILDING</b>					
<b>BILL No 3</b>	<b>MEASURED WORKS</b>				
<b>ELEMENT No.1</b>	<b>SUBSTRUCTURE (ALL PROVISIONAL)</b>				
<b>1</b>	<b>Excavation and Earthworks;</b>				
A	SITE PREPARATION Removing bushes, shrubs, trees, etc. Clearing the site; grubbing up roots bushes, shrub, undergrowth or the like; small trees not exceeding 300 mm girth	M2	10,040.00		

B	Excavating Overall; to receive foundations; starting from stripped level not exceeding 1.5 m deep; for trenches, column pits,	M3	2,907.00		
C	Backfill and Surplus Materials Earth backfilling well rammed and consolidated around foundations	M3	2,292.00		
D	Filling to make up levels under floors; over 300 mm thick; depositing and compacting in layers maximum 150 mm thick; levelling	M3	6,508.00		
E	Load surplus excavated material and remove from site	m3	14,112.00		
<b>2</b>	<b>Disposal of water:</b>				
G	Keeping excavations free from general water	Item	1.00		
<b>3</b>	<b>Planking and strutting.</b>				
F	Sides of excavations generally	Item	1.00		
<b>4</b>	<b>Hardcore</b>				
H	Beds; 150 mm thick well rammed and compacted bed under floors blinded with 25 mm thmurrum or quarry dust.	M2	4,356.00		
<b>5</b>	<b>Soil sterilization:</b>				
I	ANTI-TERMITE TREATMENT Dragnet FT 1% solution or equal approved At the Rate of 7 litres per square metre to hardcore beds and tops of foundation walls	M2	5,156.00		
J	At the Rate of 80 litres per cubic metre to backfilling	m3	1,292.00		
<b>6</b>	<b>Damp Proof Membrane</b>				
F	Polythene; 1000 gauge; in single layer; 150 mm laps Horizontal; over 300 mm wide	M2	12,897.00		
<b>7</b>	<b>CONCRETE WORK:</b>				
	<b>Plain insitu concrete grade '15'</b>				
A	Normal; class 15/25 50 mm thick blinding	M2	1,864.00		
G	CONCRETE WORK SUNDRIES Flexcel or polystyrene 25 mm thick; expansion joint in concrete; joints sealed (measured separately)	m2	180.00		
H	Polysulphide/silicon or similar approved Joint sealer; 25 x 25 mm	m	348.00		
	<b>Reinforced insitu concrete grade '25'; vibrated; including vibrating around reinforcements:</b>				
B	Normal; class 25/19; vibrated Overall; in irrespective of thickness;	M3	3,478.00		
C	Normal; class 25/19; vibrated; part fair faced finish Lintels; four 12 mm diameter deformed high yield steel bars and 8 mm mild steel stirrups at 180 mm centres; 230 x 300 mm	m	90.00		
<b>8</b>	<b>REINFORCEMENTS:</b>				
<b>I</b>	<b>High tensile steel bar reinforcements with a strength of 500N/mm2 to BS 4449:1969: including bends, hooks, tying wire, ordinary spacers and distance blocks:</b>				
C	Bars; high yield steel; cold worked; B.S 4466 and 4449 Overall size	Kg	335,184.00		

<b>II</b>	<b>Fabric Wiremesh</b>				
D	Fabric; B.S.4466 Reference A 252; mesh 200 x 200 mm; weight 3.95 kg per square metre; 200 mm end laps; 200 mm side laps	m2	7,862.00		
<b>9</b>	<b>Formwork:</b>				
	<b>Vertical or battering surfaces</b>				
E	Overall areas;	M2	9,498.00		
<b>10</b>	<b>WALLING</b>				
	<b>Solid concrete blocks to BS 6073 Type 'A' dense aggregate, average compressive strength 7N/sq mm; in cement mortar</b>				
K	Concrete blocks; B.S 6073; type A; 7.0 N per square millimetre; solid; in cement mortar (1:4); including 8 mm diameter 400 mm long wall ties at every second course to join concrete and block works 230 mm thick walls	M2	4,052.00		
L	150 mm thick walls	m2	6,156.00		
A	PRECAST CONCRETE Normal; class 25/10; vibrated; part surface fair finish Cills; once sunk weathered; once throated 20 x 10 mm deep; reinforced as necessary for handling; surface finish 700 mm girth; bedding, jointing and pointing in cement mortar (1:4); 100 x 300 mm	m	498.00		
B	Copinmgs; 100 x 380 mm extreme thickness; twice weathered; twice 15 mm thick throated; reinforced as necessary for handling; bedding, jointing and pointing in cement (1:4) mortar	m	180.00		
<b>12</b>	<b>DAMP PROOFING</b>				
C	B.S. 8102; bitumen hessian base; 150 mm laps Horizontal; 230 mm wide	M	1,829.00		
<b>ELEMENT No.2</b>	<b>FRAMES</b>				
	<b>CONCRETE WORKS:</b>				
<b>II</b>	<b>Reinforced insitu concrete grade '25' including vibrating around reinforcements.</b>				
A	Normal; class 25/10; vibrated; part surface fair finish Cills; once sunk weathered; once throated 20 x 10 mm deep; reinforced as necessary for handling; surface finish 700 mm girth; bedding, jointing and pointing in cement mortar (1:4); 100 x 300 mm	M	498.00		
B	Copinmgs; 100 x 380 mm extreme thickness; twice weathered; twice 15 mm thick throated; reinforced as necessary for handling; bedding, jointing and pointing in cement (1:4) mortar	m	180.00		
D	METAL WORK Stainless steel; bolted or welded connections; ground to a m2ooth finish; mirror surface finish Balustrades; comprising 50 mm diameter hollow section handrails; 7 No. horizontal adjustable cables fixed to balusters; 100 mm diameter balusters fixed at 3000 mm average centres, with 6 mm	m	336.00		

	thick base plates fixed with bolts to concrete surfaces; fixing in position to including all mortices and fixings; 900 m high; horizontal				
C	PRECAST CONCRETE Normal; class 25/19; vibrated; part fair faced finish Lintels; four 12 mm diameter deformed high yield steel bars and 8 mm mild steel stirrups at 180 mm centres; 230 x 300 mm	m	90.00		
<b>ELEMENT No.5</b>	<b>ROOFING</b>				
<b>1</b>	<b>ROOF COVERINGS</b>				
<b>I</b>	<b>28 Gauge type Aluminium/Zinc coated (IT5) roofing sheets as manufactured by the ALUCO or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to steel purlins (measured separately) with 120x8mm galvanised steel hook bolts including galvanised steel and bitumen washers and neoprene caps to bolts:</b>				
A	CORRUGATED OR TROUGHED SHEET ROOFING Aluzinc; IT5; 26 gauge; dark blue colour coated Coverings; fixing to steel purlins at 1500 mm general spacing with galvanised steel hook bolts, nuts, neoprene washers and caps; one on a half trough side laps; 150 mm end laps; sloping not exceeding 45 degrees from horizontal	M2	4,116.00		
B	Cappings to ridges; fixing with galvanized steel bolts, nuts, neoprene washer and caps; 300 mm girth	m	332.00		
<b>V</b>	<b>Kryton water treatment membrane or any other equal and approved type laid on screeded bed (m.s) to manufacturer's specifications</b>				
C	WATER PROOFING Prepare surfaces to smooth finish by applying krystol "T1" primer and baricotte; apply one coat of Krystol "T1" slurry followed by overcoat of Krystol "T2" slurry; all as per manufacturer's instructions Coverings; over steel trowelled screed (measured separately); horizontal or sloping not exceeding 15 degrees from horizontal	M2	556.00		
D	Skirtings; 200 mm wide	m	180.00		
E	Extra; working into outlet pipes; dishing to gullies or the like	No	13.00		
<b>VI</b>	<b>Cement and sand (1:3) with approved water proofing additive trowelled to a smooth finish</b>				
F	BEDS OR BACKINGS Mortar ; cement and sand (1:4); steel trowelled 40 mm thick, one coat backings; laid to falls or crossfalls sloping not exceeding 15 degrees from horizontal to receive Krystol water proofing coating; over 300 mm wide	M2	3,453.00		
<b>2</b>	<b>ROOF STRUCTURE</b>				
	<b>The following are in timber trusses Softwood pressure impregnated with preservative</b>				
G	STRUCTURAL STEEL WORK; WELDABLE; GRADE 43 Framed ; bolted and welded site connections Roof trusses; circular hollow section top, bottom chords and struts; 10 to 20 metres clear span; type T1; 16 No.	Kg	79,384.00		

H	Unframed; bolted and welded site connections; including one coat zinc rich primer followed by two coats matt enamel gloss paint to manufacturers instructions to metal work surfaces after erection Cleats; 150 x 75 x 5 mm thick angles; 150 mm long	No	736.00		
I	Base plates; 300 x 450 x 10 mm thick; drilled 4 No. holes 16mm dia.	No	52.00		
J	Anchor bolts; 16 mm diameter; 300 mm long; 4 mm washers and nuts	No	205.00		
K	Bolts; 16 mm diameter x 50 mm long	No	410.00		
L	Purlins and rails 150 x 50 x 20 x 3.0 mm thick; 'Z' section	m	3,368.00		
M	PREPARE SURFACE AND APPLY THREE COATS OF GLOSS PAINT Prepare one coat zinc rich primer followed by two coats matt enamel gloss paint to manufacturers instructions to metal work surfaces Plates, bars and sections over 300 mm girth	m2	873.00		
N	MISCELLANEOUS Naogrut GP or similar and approved non expansive grout mixed to manufacturer's instructions 20 mm thick; packed under base plates	m2	36.00		
<b>ELEMENT No.6</b>	<b>DOORS:</b>				
<b>1</b>	<b>HEAVY DUTY ALUMINIUM DOORS</b>				
	<b>"Design, Engineering, Fabrication, installation, Testing and Commissioning of hinged doors with 100 mm series; 1.3mm thick to be fabricated and installed by an approved aluminium fabricator.50 x 42mm Profile for panels. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020. Powder Coating should be of 50 Micron minimum thickness applied in accordance with either BS6496 or BSEN 12206. Appropriate fasteners to be used to secure the doors to the openings. All assembly screws and fixings shall be grade A2 or A4 austenitic stainless steel (class 70). All Extruded Gaskets and weather seals shall be EPDM. Infill Glass to be 10mm Laminated Clear Glass. Full set of shop drawings and structural calculations to be submitted for approval before production."</b>				
A	PROPRIETARY ALUMINIUM SYSTEMS Powder coated aluminium doors; 50 x 100 mm extruded frames, rails and stiles; matching ironmongery to doors and openings; neoprene gaskets for glazing; assembling; fixing to grounds; sealing all round with approved non-hardening mastic; removing protective tape; including 8 mm thick laminated clear glass; all in accordance with Architect's drawings and manufacturer's details; 12mm thick toughen glass door panes 2400 x 3600 mm high; double leaves, double swing; type DD01	No	2.00		
B	2700 x 5500 mm high; double leaves, double swing; type DD02	No	17.00		
<b>4</b>	<b>WOOD WORK</b>				
<b>1</b>	<b>Prime quality hardwood Mkongo ,Paneled Doors, 50mm Thick paneled door; comprising of 100mm wide stiles and top rail; 150mm wide bottom rail ; 100mm intermediate rail; with 30mm thick solid panels, housed to stiles and rail.</b>				

C	GENERAL JOINERY Panelled doors; selected mninga or other approved local hardwood;; 40 x 150 mm rails and stiles; single panel infilled with andincluding 200 x 25 mm thick tongued, grooved and vee jointed one sidehorizontal boardings 1000 x 3600 mm high; overall size; type D02	No	29.00		
D	1200 x 3600 mm high; overall size; type D03	No	4.00		
E	900 x 2300 mm high; overall size; type D03	No	1.00		
F	800 x 2100 mm high; overall size; type D04	No	22.00		
G	Selected mninga or other approved local hardowwd Frames; 50 x 150 mm; one labour; plugging	m	372.00		
H	Trnasomes;50 x 100 mm; two labours	m	51.00		
I	Architraves; 20 x 50	m	743.00		
<b>5</b>	<b>OTHER DOORS</b>				
	<b>Mild steel metal grill unit comprising of 37.5 x 37.5mm mild steel hollow section framing and 25 x 3mm thick flat bars welded together to pattern to be approved by the project manager, including all necessary ironmongeries and materials, grinding and polishing all welded connections to a smooth finish</b>				
J	METALWORK Manually operated gates; galvanised steel frames; proprietary 100 mm steel slats; assembling with stainless steel screws to joints and fixing to timber grounds, sealing all roundwith non-hardening mastic; 200 mm minimum thick steel slide guides;heavy duty aluminium bottom rail; all standard locking ironmongery 17000 x 4200 mm overall size;	No	3.00		
<b>6</b>	<b>IRON MONGERY</b>				
	<b>Supply and fix the following ironmongery; HAFELE/UNION or other equal and approved; to hardwood with matching screws.</b>				
K	Supplying and fixing ironmongery; approved manufacturer; salt spray tested;suitable for coastal and external applications; where specified on the drawings,ironmongery to be matt black stainless steel AISI 304 To softwood, hardwood or the like; fixing with matching screws 100 mm; fire rated butt hinges	Prs	81.00		
L	lockset/ mortise with face plate	No	32.00		
M	lock cylinder	No	22.00		
N	fire rated overhead hydraulic door closer with back check	No	54.00		
O	kick plates; 150 mm wide x 1.5 mm thick; 1000 mm wide	No	54.00		
P	push plate; 382 x 100 mm; 1.5 mm thick with "PUSH" symbol	No	54.00		
Q	pull plate; 382 x 100 mm; 1.5 mm thick with "PULL" symbol	No	54.00		
R	pull handle; 900 mm long x 38 mm diameter	No	32.00		
S	WC red/green indicating disc with	No	22.00		



	escutcheons and dead lock with emergency opening function				
T	signage; 70 mm diameter; satin finish	No	32.00		
U	door stop	No	54.00		
<b>ELEMENT No.7</b>	<b>WINDOWS</b>				
<b>1</b>	<b>HEAVY DUTY ALUMINIUM ALLOY WINDOWS-DOUBLE GLAZING</b>				
<b>I</b>	<b>"105mm sliding window system Ex-UAE with fly mesh and 2 sliding glass panels to be fabricated and installed by an approved aluminium fabricator. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020. Powder Coating should be of 50 Micron minimum thickness applied in accordance with either BS6496 or BSEN 12206. Appropriate fasteners to be used to secure the windows to the openings. All assembly screws and fixings shall be grade A2 or A4 austenitic stainless steel (class 70). All Extruded Gaskets and weather seals shall be EPDM. All joints to be silicone sealed and watertight. Rollers should be suitable for the weight of the shutter and should be of a type with bearings. The system should be designed to drain water to the outside. Infill Glass to be Double Glazing Unit (DGU) comprising of 6mm thick Tempered Solar Control Glass +10mm Dry Air Spacer + 6.38mm Laminated Glass, All DGU will be sealed using a structural grade. The edges of the DGU shall incorporate aluminium channel sections to enable the units to be mechanically secured to the curtain wall frame. DGU shall have the following performance – Light Transmission (LT) 30-60%, U-Value &lt;= 2.2, Solar Factor (SF) &lt;0.39, Solar Heat Gain Co-efficient (SHGC) &lt; 0.39. Full set of shop drawings and structural calculations to be submitted for approval before production. As per Architect's Instruction and Approval"</b>				
A	STANDARD UNITS Powder coated aluminium windows; 50 x 75 mm extruded frame; matching ironmongery to windows and openings; neoprene gaskets for glazing; assembling; fixing to grounds; sealing all round with approved non-hardening mastic; removing protective tape; fixing in position; including 6 mm thick clear glass; all in accordance with Architect's drawings and manufacturer's 1500 x 4950 mm high; overall size; in panes; type W01	No	34.00		
B	1500 x 7200 mm high; overall size; in panes; type W01	No	20.00		
C	2000 x 3000 mm high; overall size; in panes; type W02	No	11.00		
D	1500 x 1320 mm high; overall size; in panes; type W03	No	30.00		
E	3950 x 4000 mm high; overall size; in panes; type W05	No	1.00		
F	3500 x 6670 mm high; overall size; in panes; type W06	No	1.00		
G	4500 x 5000 mm high; overall size; in panes; type W06	No	1.00		
H	500 x 3000 mm high; overall size; in panes; type W06	No	29.00		
<b>ELEMENT No.8</b>	<b>PLUMBING AND ENGINEERING INSTALLATIONS</b>				
<b>1</b>	<b>SANITARY APPLIANCES</b>				
A	Wash hand basin (WHB) vanity top type, completes with mixer, coated chromium trap, semi pedestrian and any other associated accessories.	No	48.00		

B	Supply and install fire glazed vitreous china water closet white colour western type; Complete with seat cover, ball valves flush pipe, S/p - trap, operating handle and all other accessories	No	4.00		
C	WC squatting Asian type toilet complete with flush tank (6 litres) with rigid flush arm complete with caps and all other necessary accessories that enable it to work.	No	32.00		
D	Supply and install long body toilet bib cock tap wall mounted for Wc and all other necessary accessories that enable it to work	Nr	36.00		
E	Disabled WC suites one pieces, white glazed vitreous china;low level nine litre (L710xW385xH715)mm,white glazed vitreous china, cistern,cover and brackets; ball valves,flush pipe;plastic seat cover;operating handle and connecting to soil, hand wash basin with hand rail and vent pipe. Make:	No	2.00		
F	Supply and install douche spray for the above WC	No	36.00		
G	Toilet roll holder; Cat, No T9003028	No	36.00		
H	350 X 600mm mirror to be fixed in WHB complete with associated accessories.	No	52.00		
I	Floor drain 150X150mm complete with heavy plastic duty cover	No	12.00		
J	Bowled urinal complete with all necessary accessories.	No	34.00		
K	Shower head, shower mixer and shower drainer with complete necessary fittings	No	4.00		
<b>2</b>	<b>COLD WATER INSTALLATIONS DISTRIBUTION PIPES</b>				
	<b>IPS PIPE PN 20''Class C'' painted with special paint; including joints in running length.Fixing in accordance with manufacture's instructions</b>				
A(i)	Supply, Install and join the PPR water supply pipe including pipe fittings, Labour chasing of walls and all builder works and accessories (elbows, Connectors, bends etc) as per drawings (i)50mm diameter	M	86.00		
ii	40mm diameter	M	124.00		
(iii)	32mm diameter	M	96.00		
(iv)	25mm diameter	M	142.00		
(v)	20mm diameter	M	178.00		
B	Supply and install 12mm flexible pipe connectors to wash hand basins (HWB), WC'S, and Cistern	No	102.00		
C	Supply and fix 15mm dia. Angle valves with hand wheel,	No	102.00		
D(i)	Supply and fix Stop valves with hand wheel, 50mm diameter	No	6.00		
(ii)	40mm diameter	No	3.00		
(iii)	32mm diameter	No	6.00		

(iv)	25mm diameter	No	12.00		
(v)	20mm diameter	No	6.00		
E	DRAINAGE Allow for construction of foulwater manhole of internal dimensions 600 X 600mm depth to invert level not exceeding 500mm comprising 200mm plan concrete grade "C" bend 230mm blockwall plastered internally	No	22.00		
(i)	Ditto but internal dimension 450 X 450 mm	No	2.00		
F	Allow for 600X600mm Mild steel manhole cover 5mm heavy duty standard EN 1242 Material mild steel 304 including frame	No	22.00		
(i)	Ditto but dimension 450 X 450 mm	No	2.00		
G	Allow for gully trap, size 300 x 300mm	No	8.00		
(i)	Ditto but size 100mm Diameter and grating cover	No	8.00		
H(i)	Foulwater piping Supply and install UPvC pipe Class C for foulwater including fittings and other accessories (i) Ditto 150mm dia	No	240.00		
(ii)	Ditto 125mm dia	M	120.00		
(iii)	Ditto 110mm dia	M	102.00		
(iv)	Ditto 90mm dia	M	6.00		
(v)	Ditto 75mm dia	M	36.00		
(vi)	Ditto 50mm dia	M	44.00		
(vii)	Ditto 40mm dia	M	96.00		
A	Supply and install vent pipes diameter 110mm (uPVC) Class C	No	4.00		
B	Excavate trench not exceeding 1.5 m deep and average 500mm width for laying sewerage pipes not exceeding 200mm diameter from gully or first manholes to final manhole including backfilling.	M	360.00		
<b>6</b>	<b>FOUL WATER DRAINAGE</b>				
<b>iv</b>	<b>SEPTIC TANK</b>				
A	Construction of septic tank Comprising of concrete grade 20,150mm thick solid concrete block wall bedded and jointed in cements and sand (1:3) mortar, 100mm thick grade 25 insitu concrete beams around finished fair including cover and all fittings. (e.g cover slab, sand cement mortar including all excavations, formwork and disposal of surplus excavated materials). Type: No: 9 Length: 4500mm, Width: 1500mm Depth: 1800mm	No	2.00		
<b>v</b>	<b>SOAK AWAY PIT</b>				
A	Allow for construction of soak away pit type C as shown on the drawings with the diameter 5.6m, depth of 3m	No	2.00		
F	WATER SUPPLY - RETICULATION Allow for upgrade water supply system from	Item	1.00		

	main public system include supply and lay 50mm diameter HDPE pipe to underground water storage tank including fitting and accessories excavation backfilling and disposal. The tendered should visit site before pricing				
G	Allow for supply and installation of water meter	No	1.00		
H	Supply and lay 50mm diameter PPR pipe from water booster pump to the overhead tank including fitting and accessories; excavations; backfilling and disposal	M	12.00		
I	Water Storage Tanks Provide for the construction of underground water tank of 200cumec with wall inside surface sealed against water seepage and partitioned. Construction to be as per drawings and in accordance with structural engineer's specifications. Supply and install float ball valves for overflow prevention Provide 6m length, 5m width, 3.5m depth	PS	1.00	100000000	100,000,000.00
J	Allow for supply, installation and testing of water storage tanks capacity 10,000 litres complete with valves, overflow, washout, vent pipe fittings and all associated accessories.	No	8.00		
K	Supply water transfer pump set (1 duty + 1 Standby) submersible pump for water supply GRUNDFOSS Capacity ; Q= 1.4L/Sec; Head 40m GRUNDFOSS including starters control panel, float switches, dry running protection, tanks level control and alarm	No	2.00		
L	Supply and install rainwater gutter, 125mm diameter PVC including fixing and fixtures (horizontal pipework).	M	320.00		
M	Supply and install rainwater pipework, 100mm diameter PVC including fixing and fixtures (vertical pipework).	M	150.00		
N	Allow for construction of storm water manhole of internal dimensions 450 x 450mm depth to invert level not exceeding 750mm comprising 200mm plain concrete grade "C" bend 230mm blockwall plastered internally, 100mm concrete cover slab reinforced with and including BRC mesh reinforcement 200mm average concrete bending plastered and including formwork medium frame, all excavations, disposal land	No	18.00		
O	Allow for storm water gully trap, size 300 x 300mm stack pipes to manholes	No	8.00		
P	Supply and install 100mm diameter fulbora for rain water drainage	No	12.00		
Q	Supply and install 5kg carbon dioxide portable fire extinguishers	Nr	12.00		
R	Supply and install 9kg dry powder portable	Nr	12.00		

	fire extinguishers				
S	"Supply and install Fire Booster pump set (One Electric + One Diesel driven ) contained one Jockey pump, all mounted on a base frame to BS5306. Pump capacity flow rate 2l/sec, 90M working head at 6Bar pressure manufactured by GRUNDFOS complete with control panel, pressure tank as recommended by manufacture including starters control panel, float, switches dry running protection, control and alarm"	SET	1.00		
T	Supply and installation of hose reel, swing type, with 20mm diameter hosepipe of 30m long.	Nr	6.00		
U	Supply and install galvanized iron pipes and joints to BS 1387,medium grade, including fixing brackets and supports. 25mm diameter pipe	M	12.00		
U(i)	25mm diameter elbow	Nr	12.00		
ii	25mm diameter stop valve	Nr	6.00		
iii	40/25mm diameter bush	Nr	6.00		
iv	40mm diameter pipe	Nr	215.00		
v	40mm diameter elbow	Nr	12.00		
vi	63 mm diameter	m	40.00		
vii	75 mm diameter	m	60.00		
viii	90 mm diameter	m	110.00		
ix	100mm diameter	m	244.00		
A(i)	Supply and install air release valves to be installed into the manhole match the system and to be approved at site Ditto 63mm diameter	Nr	5.00		
ii	40mm diameter Tee-joint	Nr	6.00		
iii	40mm diameter stop valve	Nr	6.00		
iv	40mm diameter check valve	Nr	6.00		
v	Supply and installation of fire hydrant, with 63mm, diameter hose pipe connected to underground water tank and to public water supply pipe.	Nr	5.00		
<b>ELEMENT No.9</b>	<b>ELECTRICAL INSTALLATIONS</b>				
<b>i</b>	<b>Supply and install the following:</b>				
A	Supply, install, test and commission the following: Note that light fittings shall be supplied complete with tubes and lamps,all cables should be supplied complete with lugs, glands and shroud: Ground Floor Power Distribution. 8 Ways TPN Sub Panel Board (SPB-A&B) with 160A/300mA MCCB incomer and outgoing MCCBs of 63A SP 24Nos) specified as ABB or approved equivalent	no	2.00		
B	8 Ways TPN Distribution Board (DB-CS)	No	1.00		

	with 100A/300mA RCCB incomer and outgoing MCBs of 20A SP (17Nos),32A SP (7No)				
C	6 Ways TPN Distribution Board (DB-MN) with 100A/300mA RCCB incomer and outgoing MCBs of 20A SP (17Nos),32A SP (7No)	No	1.00		
D	4Ways SPN Distribution Board (DB-SH) with 63A/300mA RCD incomer and outgoing MCBs of 20A SP (2Nos),32A SP (2No)	No	25.00		
E	4C x 16 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main LV Panel to Sub Panel Boards	m	80.00		
F	4C x 16 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main LV Panel to Common Services Distribution Boards	m	80.00		
G	3C x 4mm <sup>2</sup> Cu,PVC/PVC cable from Sub Panels to Shops Distribution Boards	m	1,200.00		
H	1C x 16mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	m	600.00		
J	Small Power Distribution 25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power and telecommunications outlet points	m	890.00		
L	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	m	1,875.00		
M	2 x13A switched raw power socket including outlet box to be used in trunking above	No	50.00		
A	20A DP switch for hand drier as Legrand or approved equivalent	No	2.00		
B	20A DP switch for air conditioner as Legrand or approved equivalent	No	2.00		
C	Light Fittings 20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting,fire Alarm and fixtures	m	4,200.00		
D	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting and ceiling fans outlet points	m	9,800.00		
E	Light fitting type A: fluorescent fitting ,1200mm Twin, 2x36w,surface,fluorescent batten fitting of slim cross section with clip-on cover plate and adjustable end cap system as Thorn popular pack batten	No	107.00		
F	Light fitting type B: 28 W, surface decorative bulkhead fittings with polycarbonate base,as lighting direct polo	No	34.00		
G	Light fitting type H:100W,IP 65 LED Suspended High Bay Lights as Thorn Light make	No	47.00		
H	One way 1 gang light switch as Legrand or equivalent	No	4.00		

J	Two way 1 gang light switch as Legrand or equivalent	No	10.00		
K	One way two gang light switch as Legrand or equivalent	No	40.00		
L	Photocell unit c/w 16A TPN contactor for external lighting.	No	2.00		
M	56 Inch Blade Ceiling Fan complete with it's Hook and Regulator	No	50.00		
N	Power Distribution. 8 Ways TPN Sub Panel Board (SPB) with 160A/300mA MCCB incomer and outgoing MCCBs of 63A SP 24Nos) specified as ABB or approved equivalent	No	1.00		
P	6 Ways TPN Distribution Board (DB-CS, DBC1 & DBC2) with 100A/300mA RCCB incomer and outgoing MCBs of 20A SP (11Nos),32A SP (7No)	No	3.00		
Q	4Ways SPN Distribution Board (DB-SH) with 63A/300mA RCD incomer and outgoing MCBs of 20A SP (2Nos),32A SP (2No)	No	45.00		
R	4C x 16 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main LV Panel to Sub Panel Boards	m	160.00		
S	4C x 16 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main LV Panel to Common Services Distribution Boards	m	160.00		
T	3C x 4mm <sup>2</sup> Cu,PVC/PVC cable from Sub Panels to Shops Distribution Boards	m	2,025.00		
V	1C x 16mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	m	600.00		
A	Small Power Distribution 25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power and telecommunications outlet points	m	900.00		
B	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be installed at skirting level complete with all necessary fixing accessories	m	105.00		
C	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	m	1,912.00		
D	2 x13A switched raw power socket including outlet box to be used in trunking above	No	51.00		
E	20A DP switch for hand drier as Legrand or approved equivalent	No	2.00		
F	20A DP switch for air conditioner as Legrand or approved equivalent	No	9.00		
G	Light Fittings 20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting,fire Alarm and fixtures	m	4,200.00		
H	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting and	m	9,800.00		

	ceiling fans outlet points				
J	Light fitting type A: fluorescent fitting ,1200mm Twin, 2x36w,surface,fluorescent batten fitting of slim cross section with clip-on cover plate and adjustable end cap system as Thorn popular pack batten	No	170.00		
K	Light fitting type B: 28 W, surface decorative bulkhead fittings with polycarbonate base,as lighting direct polo	No	34.00		
L	Light fitting type F: Recessed down lighter with aluminum cast bezel 18W,as Lighting direct	No	28.00		
M	One way 1 gang light switch as Legrand or equivalent	No	5.00		
N	Two way 1 gang light switch as Legrand or equivalent	No	12.00		
P	One way two gang light switch as Legrand or equivalent	No	56.00		
Q	56 Inch Blade Ceiling Fan complete with it's Hook and Regulator	No	40.00		
A	MAIN SUPPLY Supply, install, test and commission the following, note that all cables should be supplied complete with lugs, glands and shroud. 10 Ways Purpose made free standing Main LV Panel Board with 250A TPN MCCB incomer ,metal clad,cubical pattern to IP20,with short circuit breaking capacity of 50KA at 415 Vac,50Hz Comprising of Digital Metering and outgoing MCCBs of100A TP (10Nos) as shown in schematic drawing	No	1.00		
B	4C x 50mm <sup>2</sup> Cu,PVC/SWA/PVC cable from transformer and generator to Main LV Panel Board through changeover switch	m	200.00		
C	4C x 95mm <sup>2</sup> Cu,PVC/SWA/PVC cable provisional for metering panel	m	120.00		
D	1C x 25mm <sup>2</sup> Cu,PVC Green/Yellow earth cable.	m	220.00		
E	100mm diameter heavy gauge PVC Pipe	m	120.00		
F	Supply and install the generator set of 3 Phase, 250kVA, 50Hz diesel generator sets with sound attenuated, auto start generator set and all features required for standby applications conveniently packaged together.	No	1.00		
G	250A TPN automatic changeover switch comprising of two 4-pole electrically and mechanically interlocked 1250A motorised MCCB complete with controller	No	1.00		
H	4 core 16mm <sup>2</sup> PVC/SWA/PVC/Cu cable from main LV panel to Fire pump DB	m	60.00		
J	Supply and install the 500kVA,11/0.4kV transformer and all associated accessories	No	1.00		
K	Supply and installation of control cable 2.5mm <sup>2</sup> x 12core	m	20.00		



L	Supply and installation of copper earth 4ft rod,earth rod connector and cable lugs for 35sqmm cable	Item	1.00		
M	100mm <sup>2</sup> ACSR (DOG) cable for 11kV HT Transmission	m	500.00		
N	Raychem termination kit for the 3 core 11kV 120mmsq HT cable	Set	2.00		
P	50kVAr Auto Power Factor Correction Equipment,50Hz,400V,IP 23,Free standing Panel,Input Breaker T5N630,(5*40)mm 7 Steps correction order as ABB make.	No	1.00		
K	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be installed at skirting level complete with all necessary fixing accessories	m	100.00		
<b>IV</b>	<b>FIRE DETECTION AND ALARM SYSTEM - WIRING AND WIRING</b>				
<b>IA</b>	<b>Supply, install, test and commission the following as per specifications:</b>				
A	Addressable fire controlpanel, 6 loops	No	1.00		
B	Optical smoke detectors as OP6-OPT,Conventional complete with base	No	50.00		
C	Heat detectors as AP6FT8 conventional complete with base	No	12.00		
D	Breakglass/manual call points as FMC-200R,complete with back box for surface mounting	No	9.00		
E	Fire bells 6" as ABB-624	No	9.00		
F	Fire proof cable 1.5sqmm,twin with earth wire	PS	3,200.00	4500	14,400,000.00
G	End of line resistors and short circuit isolator unit	No	5.00		
<b>ELEMENT No.10</b>	<b>AIR CONDITIONING AND MECHANICAL VENTILATIONS</b>				
<b>ii)</b>	<b>AIR CONDITIONING INSTALLATIONS</b>				
<b>a)</b>	<b>"Supply, install, test and commissioning of LG MULTI-V 5 Inverter units Air-conditioning system (VRF) of LG Brand or equal approved. The outdoor units should operate up to 40oC dB temperature &amp; 50Hz/R410A/380 ~415 &amp; should have frequency modulation from 10HZ to 165HZ. The Condensing Units must have a Corrosion Resistance Certification from third party (like UL) for Testing of Heat Exchanger for a minimum simulation of 25 Years. Condensing Unit shall be able to perform Dust removal function, during which, the condensing unit fan will rotate in reverse direction to blow away dust and sand accumulated on the condenser coil. "</b>				
<b>1</b>	<b>Outdoor units</b>				
A	Supply and installation of split type, wall mounted air conditioning unit with cooling capacity 7.0kW as type LG, complete with refrigerant and insulated pipes as described, including wireless remote controller, voltage stablizer AVS30 and brackets.	No	6.00		
B	"Supply and installation of split type, wall mounted air conditioning unit with cooling capacity 5.2kW as type LG, complete with refrigerant and insulatedpipes as described, including wireless remote controller, voltage stablizer AVS30 and brackets."	No	8.00		

c	Supply and installation of split type, wall mounted air conditioning unit with cooling capacity 3.5kW as type LG, complete with refrigerant and insulated pipes as described, including wireless remote controller, voltage stabilizer AVS30 and brackets.	No	15.00		
D	"Supply and installation of split type, wall mounted air conditioning unit with cooling capacity 2.8kW as type LG, complete with refrigerant and insulated pipes as described, including wireless remote controller, voltage stabilizer AVS30 and brackets."	No	15.00		
E	Supply and install 120 x 75mm steel trunking for accommodating all insulated external pipework for outdoor A/C system including corners, joints, wall plates, pipe holders and all necessary fittings.	M	72.00		
F	Supply and installation of 2.5sq.mm PVC/PVC four core flexible copper cable in conduits including necessary accessories.	m	110.00		
G	Supply and installation of 1.5sq.mm PVC/PVC four core copper cable in conduits including all necessary accessories.	m	150.00		
H	Supply and installation of 20mm-diameter rigid PVC condensate drainage pipe including insulation and all necessary fittings and brackets.	m	96.00		
I	Supply and installation window mounted air exhaust fan rated with air flow rate of 50cu.m/h and at a static pressure of 100Pa, including electrical connection and any necessary accessories	No	8.00		
<b>ELEMENT No. 12</b>	<b>FIRE FIGHTING SYSTEM INSTALLATIONS</b>				
<b>a)</b>	<b>Pipe work, galvanized mild steel pipes to BS 1387, medium grade supported to walls/ ceiling with screwed and socketed joints.Exposed parts painted red. (UL LISTED)</b>				
A	PORTABLE FIRE EXTINGUISHERS Supply and install 5kg carbon dioxide portable fire extinguishers	No	12.00		
B	Supply and install 9kg dry powder portable fire extinguishers	No	12.00		
C	"Supply and install Fire Booster pump set (One Electric + One Diesel driven ) contained one Jockey pump, all mounted on a base frame to BS5306. Pump capacity flow rate 2l/sec, 90M working head at 6Bar pressure manufactured by GRUNDFOS complete with control panel, pressure tank as recommended by manufacture including starters control panel, float, switches dry running protection, control and alarm"	Set	1.00		
D	Supply and installation of hose reel, swing type, with 20mm diameter hosepipe of 30m long.	No	6.00		
M	25mm diameter pipe	M	12.00		

G	25mm diameter elbow	No	12.00		
H	25mm diameter stop valve	No	6.00		
J	40/25mm diameter bush	No	6.00		
K	40mm diameter pipe	M	215.00		
L	40mm diameter elbow	No	12.00		
M	63 mm diameter	m	40.00		
N	75 mm diameter	m	60.00		
P	90 mm diameter	m	110.00		
Q	100mm diameter	m	244.00		
B	Supply and install air release valves to be installed into the manhole match the system and to be approved at site Ditto 63mm diameter	No	5.00		
C	40mm diameter Tee-joint	No	6.00		
D	40mm diameter stop valve	No	6.00		
E	40mm diameter check valve	No	6.00		
F	Supply and installation of fire hydrant, with 63mm, diameter hose pipe connected to underground water tank and to public water supply pipe.	No	5.00		
<b>ELEMENT No. 13</b>	<b>ICT INSTALLATION</b>				
<b>a)</b>	<b>Supply, install, test and commission the following: to the satisfaction of engineers</b>				
<b>i)</b>	<b>EQUIPMENT</b>				
A	Wireless Access point Cisco IEEE 802.11A/B/G/N access Radio, PoE, complete with connecting Accessories	No	5.00		
B	Cisco Catalyst (WS-C2960X-48FPD-L) 2960-X 24GigE POE 740, 2x 10G SFP, LAN Base	No	1.00		
C	Cisco Catalyst (WS-C2960X-24FPD-L) 2960-X 24 GigE POE 370, 2x 10G SFP, LAN Base	No	1.00		
D	IP Phone Supports SIP 2.0 (RFC3261) and correlative RFCs SIP supports 2 SIP servers, Display Resolution: 128x48 pixels HD voice, PoE Support	No	5.00		
E	IP Phone Supports SIP 2.0 (RFC3261) and correlative RFCs SIP supports 2 SIP servers, Display Resolution: 320x120 pixels HD voice, PoE Support	No	1.00		
F	IP- PBX Rack Server with SIP, IAX, PSTN, BRI, GSM and UMTS capabilities, configured ready to support 12 FXO service provider lines and 100 extension users as default (OPEN SOURCE SOFTWARE)	No	1.00		
J	Cat 6 Factory Terminated Computer Drops 3.0 Meter each	No	5.00		
K	Cat 6 Factory Terminated Patch Cord 1.0 Meter each	No	10.00		

M	Dual RJ 45 outlet spring shutter	No	5.00		
P	12U Data Cabinet (600*1000) Deep, complete with lockable Front perforated door, heat extracting fans, side pannels, verticle cable & patch cord managers and 6way IEC 320 power distribution unit	No	1.00		
Q	Cat 6e Horizontal Cable UTP 305M	Roll	2.00		
R	Patch Panel 24 Ports Cat 6 (Voice & Data)	No	1.00		
T	8KVA Modular based UPS, 3 modules of 10KVA each, Decentralized parallel architecture, 3ph in 3ph phase out with backup time of 30 minutes at full load, with Capacity of 6 modules per rack. To provide clean power in Ground and First Floor	No	1.00		
A	Automatic audio mixer with web based control complete with wireless antenna receiver and mixeramplifier 45/35W as Shure or Equivalent	No	1.00		
B	35W column speaker as shure or equivalent	No	6.00		
C	Hand held microphone	No	2.00		
D	Wireless microphone	No	2.00		
E	Rack mount kit for mixer and amplifier	No	1.00		
F	Audio Recorder with 2TB storage	No	1.00		
<b>b)</b>	<b>IP SURVEILLANCE CAMERA (CCTV) SYSTEM INSTALLATION</b>				
<b>i)</b>	<b>Supply, install, connect, test and commision as per drawings and specifications icluding all necessary equipments to the satisfaction of engineers.</b>				
H	Supply, install, connect, test and commission as per drawings and specifications including all necessary equipments to the satisfaction of engineers. IP Fixed Dome Camera (Indoor Type) (6MP,Full HD vide)1/3" Progressive CMOS, ICR, 0lux with IR, 2560×1920: 20fps, 4mm/F2.0 lens (6mm optional), IP66, DC12V & PoE, DWDR, 3D DNR, BLC, IR range: up to 30m, Full metallic housing, Support mobile monitoring via cloud P2P, H.264+ Optimized Codec.	No	22.00		
J	IP Bullet Camera (Outdoor Type) (6MP,Full HD vide)1/3" Progressive CMOS, ICR, 0lux with IR, 2560×1920: 20fps, 4mm/F2.0 lens (6mm optional), IP66, DC12V & PoE, DWDR, 3D DNR, BLC, IR range: up to 50m, Full metallic housing, Support mobile monitoring via cloud P2P, H.264+ Optimized Codec.	No	12.00		
K	48-ch video& 48-ch audio input network video recorder with 48 IP ports, 4SATA interfaces, 2X4TB HD IP infrared based, inbuilt DVD Writer, WD1: 25(P)/30(N) fps/ch, alarm I/O: 16/4, 2U case, 19", motion detection trigered alarm recording, playback and viewing on LAN Fully intergration. The camera should be IP based infrared with atleast greater than 1200 resolution capable of recording atleast for 90days non-stop and	No	1.00		

	inbuilt retrieving capability.				
L	42" high resolution flat screen color monitor with browser included, wall mount including its mounting accessories and connecting accessories	No	1.00		
<b>ELEMENT No. 14</b>	<b>FINISHING</b>				
<b>b)</b>	<b>EXTERNAL FINISHINGS</b>				
<b>i)</b>	<b>Floor finish: (Tiles, slab or block finishings).</b>				
J	Porcelain tiles; approved; unglazed; to approved pattern; bedding and jointing in cement mortar (1:4) grouting with Sellajunt coloured grout; internal 200 x 200 x 15 mm; butt joints at 45 degrees both ways to cement and sand base; generally to floors	M2	226.00		
	Ceramic tiles; glazed; two colour-ways; regular pattern bedding and jointing in cement mortar (1:4); grouting joints with white cement; internal 200 x 400 x 6 mm; butt joints straight both ways to cement and sand base; generally to walls	m2	252.00		
K	Ditto; Tanga stone finishing	m2	2,040.00		
K	BEDS OR BACKINGS Mortar; cement and sand (1:4) 40 mm one coat beds; screeded; to receive porcelain tiles; to concrete base; generally to floors	m2	226.00		
M	12 mm one coat backings; screeded; to receive wall tiles; to concrete or block work base; generally to walls	m2	252.00		
<b>ii)</b>	<b>Wall finish</b>				
<b>a)</b>	<b>External Plastering</b>				
A	Render; 12 mm first coat of cement and sand (1:5); wood floated; external 12 mm one coat work; to concrete or blockwork base; generally to walls	M2	4,994.00		
B	12 mm one coat work; to concrete or blockwork base; generally to plinths	m2	758.00		
C	Render; 12 mm first coat of cement and sand (1:5); wood floated; internal 12 mm one coat work; to concrete or blockwork base; generally to walls	m2	18,900.00		
D	12 mm one coat work; to concrete or blockwork base; generally to sloping ceilings	m2	901.00		
E	12 mm one coat work; to concrete or blockwork base; generally to sides and soffits of beams	m2	2,755.00		
F	Terrazzo; first coat of cement and sand (1:3); second coat of white cement and black granite chippings (1:3); in 1200 x 1200 mm bays; including carborandum dividing strips; polished; internal 50 mm two coat work to floors; concrete or blockwork base generally to floors laid to falls, crossfalls or sloping not exceeding 15 degrees from horizontal	m2	9,819.00		

G	Treads; 300 mm wide; one rounded nosing	m	497.00		
H	Risers; 150 mm high; one coved junction with pavings	m	261.00		
I	skirtings; 150 mm high	m	1,852.00		
<b>ELEMENT No. 15</b>	<b>PAINTING AND DECORATING</b>				
<b>a)</b>	<b>INTERNAL WORK:</b>				
F	THREE COATS CLEAR POLYURETHANE VARNISH Wood surfaces; internal General surfaces; over 300 mm wide	m2	155.00		
G	Frames or the like; 200 to 300 mm girth	m	372.00		
<b>b)</b>	<b>EXTERNAL WORK:</b>				
<b>i)</b>	<b>External Painting</b>				
A	WALL PLASTER SKIM COAT; ONE COAT ALKALI PRIMER; TWO COATS WEATHERGUARD PAINT Steel trowelled rendered surfaces; external Walls; over 300 mm wide	M2	5,452.00		
B	THREE COATS BLACK BITUMINOUS PAINT Wood floated rendered surfaces; external Plinths; over 300 mm wide	m2	909.00		
C	WALL PLASTER SKIM COAT; ONE COAT ALKALI PRIMER; TWO COATS WASH.N WEAR SILK EMULSION Wood floated rendered surfaces; external Walls; over 300 mm wide	m2	14,260.00		
D	Sloping ceilings; over 300 mm wide	m2	4,828.00		
E	Sides and soffits of beams; over 300 mm wide	m2	2,755.00		
<b>PART D:DAYWORKS</b>					
<b>SERIES 9000</b>	<b>DAYWORK RATES</b>				
<b>1.00</b>	<b>Labour</b>				
1.01	Unskilled Labour	Hrs	50.00		
B	Skilled labour	hrs	50.00		
C	Tradesman/Artisan	hrs	50.00		
D	Foreman	hrs	50.00		
E	Driver	hrs	50.00		
F	Plant Operator	hrs	50.00		
G	Surveyor	hrs	50.00		
H	Technician	hrs	50.00		
<b>2.00</b>	<b>Material</b>				
A	Petrol	Litre	20.00		
B	Diesel (gas oil)	Litre	20.00		
C	Lubricants	Kg	20.00		
D	Solid concrete blocks	No	20.00		
E	Weatherguard paint	Litre	20.00		

F	Ordinary Portland Cement	tonne	20.00		
G	Gypsum plaster	tonne	5.00		
H	IT5 Aluzinc roofing sheets	m2	50.00		
I	Deformed High-Yield-Stress reinforcement steel	tonne	28.00		
J	Plain reinforcement steel, Grade 40	tonne	3.00		
K	Use of shuttering timber	m2	10.00		
<b>3.00</b>	<b>Equipment</b>				
A	Bulldozer 70kW	Hrs	40.00		
B	Motor grader 110kW complete with scarifier	Hrs	40.00		
C	Motorscraper 250kW	Hrs	40.00		
D	Backhoes	Hrs	40.00		
E	Hydraulic excavator 15-24t	Hrs	40.00		
F	Wheel loader 60KW (capacity 2.5 cu.m)	Hrs	40.00		
G	Wheel loader 130KW	Hrs	40.00		
H	Tipping lorry 7-10t	Hrs	40.00		
I	Tipping lorry 15t	Hrs	40.00		
J	Self-propelled vibrating roller 8t - 10t	Hrs	40.00		
K	Vibro plate 0.4t	Hrs	40.00		
L	Jackhammer 25kg	Hrs	40.00		
M	Pick-up or van 1.5t	Hrs	40.00		
N	Generator 150kW	Hrs	40.00		
O	Concrete mixer 15HP, 0.5 cu.m	Hrs	40.00		
P	Concrete vibrator, poker type, 35mm diameter	Hrs	40.00		

**PART C:BUKOBA MARKET-MARKET BUILDING**

<b>BILL No 3</b>	<b>MEASURED WORKS</b>				
<b>ELEMENT No.1</b>	<b>SUBSTRUCTURE (ALL PROVISIONAL)</b>				
<b>1</b>	<b>Excavation and Earthworks;</b>				
A	SITE PREPARATION Removing bushes, shrubs, trees, etc. Clearing the site; grubbing up roots bushes, shrub, undergrowth or the like; small trees not exceeding 600 mm girth	M2	4,560.00		
B	Excaavating surfaces average 300 mm deep; to remove vegetable soil	m2	12,428.00		
C	Trenches; to receive foundations; starting from stripped level; not exceeding 1.5 m deep	m2	2,335.00		
D	Pits; to receive column foundations; starting from stripped level; not exceeding 1.50 m deep	m3	2,045.00		
E	Pits; to receive column foundations; starting from stripped level; 1.50 to 3 m deep	m3	409.00		
F	Extra over all kind of excavations irrespective of depth for breaking up rock	m3	123.00		

G	Earth backfilling well rammed and consolidated around foundations	m3	7,330.00		
H	Filling to make up levels under floors;over 300 mm thick; depositing and compacting in layers maximum 150 mm thick; levelling	m3	794.00		
I	Load surplus excavated material and remove from site	m3	1,310.00		
A	Beds; 200 mm thick; depositing and compacting; levelling; sand blinding	m2	2,645.00		
<b>2</b>	<b>Disposal of water:</b>				
A	Keeping excavations free from general water	Item	1.00		
<b>3</b>	<b>Planking and strutting.</b>				
A	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations.	Item	1.00		
<b>5</b>	<b>Soil sterilization:</b>				
B	Dragnet FT 1% solution ; or equal approved At the Rate of 7 litres per square metre; to hardcore beds and tops of foundation walls	M2	2,645.00		
C	At the Rate of 80 litres per cubic metre; to backfilling	m3	794.00		
<b>6</b>	<b>Damp Proof Membrane</b>				
A	Horizontal over 300 mm wide laid over blinded hardcore bed	M2	2,645.00		
<b>7</b>	<b>CONCRETE WORK:</b>				
	<b>Plain insitu concrete grade '10'</b>				
E	INSITU CONCRETE; PLAIN Normal; class 15/25 Blinding; 50 mm thick	m2	1,391.00		
	<b>Reinforced insitu concrete grade '25'; vibrated; including vibrating around reinforcements:</b>				
F	INSITU CONCRETE; REINFORCED Normal; class 25/19; vibrated Foundations in trenches; irrespective of thickness	M3	252.00		
G	Foundations to isolated stanchions or the like; irrespective of thickness	M3	513.00		
H	Ground beams; irrespective of thickness	M3	115.00		
I	150 mm Thick beds	M2	2,645.00		
J	Columns; vertical or sloping exceeding 15 degrees from horizontal; irrespective of sectional area	M3	62.00		
K	Steps, staircases or strings; generally	M3	8.00		
<b>8</b>	<b>REINFORCEMENTS:</b>				
<b>I</b>	<b>High tensile steel bar reinforcements with a strength of 500N/mm2 to BS 4449:1969: including bends, hooks, tying wire, ordinary spacers and distance blocks:</b>				
A	Bars; high yield steel; cold worked; B.S 4466 and 4449 8 mm	Kg	86,022.00		
M	12 mm	Kg	110,538.00		
N	16 mm	Kg	93,549.00		
<b>II</b>	<b>Fabric Wiremesh</b>				



A	Reference A 252; mesh 200 x 200 mm; weight 3.95 kg per square metre; in any location	m2	2,645.00		
<b>9</b>	<b>Formwork:</b>				
	<b>Vertical or battering surfaces</b>				
B	Vertical or battering sides of foundations or the like .	M2	719.00		
C	Vertical or battering sides of columns or the like	M2	1,401.00		
D	Sides and soffits; beams or the like	M2	996.00		
E	Edges of beds or the like 75 to 150 mm wide	M	816.00		
F	Sides or risers of steps or staircases; 75 to 150 mm wide	M	103.00		
<b>10</b>	<b>WALLING</b>				
	<b>Solid concrete blocks to BS 6073 Type 'A' dense aggregate, average compressive strength 7N/sq mm; in cement mortar</b>				
A	Concrete blocks; B.S 6073; type A; 7.0 N per square millimetre; solid; in cement mortar (1:4); including 8 mm diameter 400 mm long wall ties at every second course to join concrete and block works 230 mm Thick walls	M2	1,609.00		
<b>12</b>	<b>DAMP PROOFING</b>				
A	230mm wide; Hessians based damp proof course; laid on blockwork with 150mm end laps	M	1,829.00		
<b>ELEMENT No.2</b>	<b>FRAMES</b>				
	<b>CONCRETE WORKS:</b>				
<b>II</b>	<b>Reinforced insitu concrete grade '25' including vibrating around reinforcements.</b>				
A	INSITU CONCRETE; REINFORCED Normal; class 25/19; vibrated Suspended floors or the like; 150 mm thick	M2	3,032.00		
B	Beams; horizontal or sloping not exceeding 15 degrees from horizontal irrespective of sectional area	M3	236.00		
C	Columns; vertical or sloping exceeding 15 degrees from horizontal irrespective of sectional area	M3	319.00		
A	Copings 100 x 380 mm extreme thickness; twice weathered; twice 15 mm thick throated; reinforced as necessary for handling; bedding, jointing and pointing in cement (1:4) mortar	m	66.00		
A	INSITU CONCRETE; PLAIN Normal; class 13.5/25; vibrated 100 mm thick plinths	m2	836.55		
B	50 mm thick Suspended floors or the like; horizontal	m2	836.55		
<b>2</b>	<b>REINFORCEMENTS;</b>				
	<b>High tensile steel bar reinforcements with a strength of 500N/mm2 to BS 4449:1969: including bends, hooks, tying wire, spacers and distance blocks.</b>				

A	Bars; high yield steel; cold worked; B.S 4466 and 4449; in any location Various sizes	Kg	91,056.00		
C	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	836.55		
<b>3</b>	<b>Formworks</b>				
	<b>Wrought formwork to:</b>				
E	Sofits of floors or the like; horizontal	M2	3,032.00		
F	Vertical or battering sides of columns or the like	m2	2,883.00		
G	Sides and soffits of beams or the like; horizontal	m2	2,044.00		
H	Edges of suspended floors or the like 75 to 150 mm wide	m2	511.00		
D	FORMWORK TO INSITU CONCRETE Formworks; generally Soffits; horizontal floors or the like	m2	836.55		
E	Edges of beds or the like 75 to 150 mm wide	m	4,536.00		
F	Edges of suspended floors or the like 75 to 150 mm wide	m	1,512.00		
<b>ELEMENT NO.4</b>	<b>WALLING.</b>				
<b>1</b>	<b>BLOCKWORK:</b>				
<b>I</b>	<b>Solid concrete blocks to BS 6073 Type 'A' dense aggregate, average compressive strength 7N/sq mm; in cement mortar:</b>				
B	Concrete blocks; B.S 6073; type A; 4.0 N per square millimetre; solid; incement mortar (1:4); including 8 mm diameter 400 mm long wall ties atevery second course to join concrete and block works Walls 230 mm thick	M2	139.00		
C	Parapet Walls; 150 mm thick	m2	49.00		
D	DAMP PROOF COURSES B.S. 8102; bitumen hessian base; 150 mm laps Horizontal; 230 mm wide	m	19.00		
E	BLOCKWORK Concrete blocks; B.S 6073; type A; 4.0 N per square millimetre; solid; incement mortar (1:4); including 8 mm diameter 400 mm long wall ties atevery second course to join concrete and block works 230 mm Thick walls	m2	5,456.00		
F	DAMP PROOF COURSES B.S. 8102; bitumen hessian base; 150 mm laps Horizontal 230 mm wide	m	758.00		
G	Allow for checking installations are set truly square before making goodor plastering and for cutting any necessary chases or holes in concrete orblockwork and finishing for conduits and fittings connection with the following electrical installations	Item	1.00		
H	Allow for checking installations are set truly square before making goodor plastering and	Item	1.00		

	for cutting any necessary chases or holes in concrete or blockwork and finishing for conduits and fittings connection with the following mechanical and plumbing installations				
G	Concrete blocks; B.S 6073; type A; 3.50 N per square millimetre; solid; in cement mortar (1:4) 150 mm thick walls	m <sup>2</sup>	1,992.82		
<b>ELEMENT No.5</b>	<b>ROOFING</b>				
<b>1</b>	<b>ROOF COVERINGS</b>				
<b>I</b>	<b>28 Gauge type Aluminium/Zinc coated (IT5) roofing sheets as manufactured by the ALUCO or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to steel purlins (measured separately) with 120x8mm galvanised steel hook bolts including galvanised steel and bitumen washers and neoprene caps to bolts:</b>				
A	Coverings; fixing to steel purlins at 1500 mm general spacing with galvanised steel hook bolts, nuts, neoprene washers and caps; one on a half trough side laps; 150 mm end laps sloping not exceeding 45 degrees from horizontal	M <sup>2</sup>	1,604.00		
B	Cappings to ridges; 380 mm girth; fixing with galvanized steel bolts, nuts, neoprene washer and caps	m	165.00		
C	Cappings to hips; 380 mm girth; fixing with galvanized steel bolts, nuts, neoprene washer and caps	m	165.00		
<b>V</b>	<b>Kryton water treatment membrane or any other equal and approved type laid on screeded bed (m.s) to manufacturer's specifications</b>				
D	Krystol; Prepare surfaces to smooth finish by applying krystol "T1" primer and baricotte; apply one coat of Krystol "T1" slurry followed by overcoat of Krystol "T2" slurry; all as per manufacturer's instructions Coverings; over steel trowelled screed (measured separately) horizontal or sloping not exceeding 15 degrees from horizontal	M <sup>2</sup>	694.00		
E	Skirtings; 200 mm wide	m	347.00		
F	Extra; working into outlet pipes; dishing to gullies or the like	No	32.00		
G	BEDS OR BACKINGS Mortar ; cement and sand (1:4); steel trowelled 40 mm thick, one coat backings; laid to falls or crossfalls sloping not exceeding 15 degrees from horizontal to receive Krystol water proofing coating; over 300 mm wide	M <sup>2</sup>	694.00		
<b>3</b>	<b>Unframed Structural Hollow section steel pipe</b>				
	<b>Mild steel grade 8.8 to BS 449-2:1969</b>				
A	Roof trusses; top, bottom chords and struts; irrespective of spans circular hollow sections;	Kg	50,598.00		
B	Unframed; bolted and welded site connections; including one coat zinc rich primer followed by two coats matt enamel gloss paint to manufacturers instructions to	No	800.00		

	metal work surfaces after erection cleats; 150 x 75 x 5 mm thick angles; 150 mm long				
C	base plates; 230 x 300 x 10 mm thick; drilled 4 No. holes 16mm dia.	No	76.00		
D	Anchor bolts; 16 mm diameter; 300 mm long; 4 mm washers and nuts	No	184.00		
E	Bolts, nuts and washers; 16 mm diameter x 50 mm long	No	280.00		
F	Purlins and rails; 150 x 50 x 20 x 3.0 mm thick; "Z" section	m	696.00		
G	PREPARE SURFACE AND APPLY THREE COATS OF GLOSS PAINT Prepare one coat zinc rich primer followed by two coats matt enamel gloss paint to manufacturers instructions to metal work surfaces Plates, bars and sections; surfaces over 300 mm girth	m2	10,120.00		
H	SUNDRIES Roof Ventilations Allow for roof ventilations; complete as shown on the drawings	No	18.00		
<b>ELEMENT No.6</b>	<b>DOORS:</b>				
<b>1</b>	<b>HEAVY DUTY ALUMINIUM DOORS</b>				
	<b>"Design, Engineering, Fabrication, installation, Testing and Commissioning of hinged doors with 100 mm series; 1.3mm thick to be fabricated and installed by an approved aluminium fabricator.50 x 42mm Profile for panels. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020. Powder Coating should be of 50 Micron minimum thickness applied in accordance with either BS6496 or BSEN 12206. Appropriate fasteners to be used to secure the doors to the openings. All assembly screws and fixings shall be grade A2 or A4 austenitic stainless steel (class 70). All Extruded Gaskets and weather seals shall be EPDM. Infill Glass to be 10mm Laminated Clear Glass. Full set of shop drawings and structural calculations to be submitted for approval before production."</b>				
A	Mninga/tick; selected or equal approved Panelled doors; 40 x 150 mm rails and stiles; single panel infilled with and including 200 x 25 mm thick tongued, grooved and vee jointed one side horizontal boardings 1000 x 3000 mm overall size; type D02	No	3.00		
B	1000 x 2100 mm overall size; type D03	No	10.00		
C	800 x 2100 mm overall size; type D04	No	18.00		
D	METALWORKS Roller shutter doors;manually chain operated; galvanised steel frames; proprietary 100 mm steel slats; assembling with stainless steel screws to joints and fixing to timber grounds, sealing all roundwith non-hardening mastic; 200 mm minimum thick steel slide guides;heavy duty aluminium bottom rail; all standard locking ironmongery; placing in position 2300 x 3000 mm overall size; type D01	No	106.00		
E	Frames or the like 50 x 150 mm Frames; one labour; plugging	m	155.00		
F	50 x 100 mm Transomes; two labours	m	27.00		
G	20 x 50 mm Architaves	m	310.00		

<b>4</b>	<b>WOOD WORK</b>				
<b>IV</b>	<b>SUNDRIES</b>				
A	Allow for roof ventilations; complete as shown on the drawings	No	18.00		
<b>6</b>	<b>IRON MONGERY</b>				
	<b>Supply and fix the following ironmongery; HAFELE/UNION or other equal and approved; to hardwood with matching screws.</b>				
H	Supplying and fixing ironmongery; approved manufacturer; salt spray tested; suitable for coastal and external applications; where specified on the drawings, ironmongery to be matt black stainless steel AISI 304 to hardwood, softwood or the like with matching screws 100 mm fire rated butt hinges r	Prs	45.00		
I	Lockset/ mortise with face plate	No	3.00		
J	Lock cylinder	No	28.00		
K	Fire rated overhead hydraulic door closer with back check	No	3.00		
L	Kick plates; 150 mm wide x 1.5 mm thick; 1000 mm wide	No	5.00		
A	Push plate; 382 x 100 mm; 1.5 mm thick with "PUSH" symbol	No	3.00		
B	Pull plate; 382 x 100 mm; 1.5 mm thick with "PULL" symbol	No	3.00		
C	Pull handle; 900 mm long x 38 mm diameter	No	28.00		
D	WC red/green indicating disc with escutcheons and dead lock with emergency opening function	No	18.00		
E	signage; 70 mm diameter; satin finish	No	12.00		
F	door stop	No	30.00		
<b>ELEMENT No.7</b>	<b>WINDOWS</b>				
<b>1</b>	<b>HEAVY DUTY ALUMINIUM ALLOY WINDOWS-DOUBLE GLAZING</b>				
<b>I</b>	<b>"105mm sliding window system Ex-UAE with fly mesh and 2 sliding glass panels to be fabricated and installed by an approved aluminium fabricator. All extruded aluminium provided shall be grade 6063 T6 and shall be extruded to BSEN12020. Powder Coating should be of 50 Micron minimum thickness applied in accordance with either BS6496 or BSEN 12206. Appropriate fasteners to be used to secure the windows to the openings. All assembly screws and fixings shall be grade A2 or A4 austenitic stainless steel (class 70). All Extruded Gaskets and weather seals shall be EPDM. All joints to be silicone sealed and watertight. Rollers should be suitable for the weight of the shutter and should be of a type with bearings. The system should be designed to drain water to the outside. Infill Glass to be Double Glazing Unit (DGU) comprising of 6mm thick Tempered Solar Control Glass +10mm Dry Air Spacer + 6.38mm Laminated Glass, All DGU will be sealed using a structural grade. The edges of the DGU shall incorporate aluminium channel sections to enable the units to be mechanically secured to the curtain wall frame. DGU shall have the following performance – Light Transmission (LT) 30-60%, U-Value &lt;= 2.2, Solar Factor (SF) &lt;0.39, Solar Heat Gain Co-efficient (SHGC) &lt; 0.39. Full set of shop drawings and structural calculations to be submitted for approval before production. As per Architect's Instruction and Approval"</b>				
A	1000x 2100 mm high; overall size; in panes; type W01	No	7.00		
B	1000x 900 mm high; overall size; in panes;	No	5.00		

	type W02				
<b>ELEMENT No.8</b>	<b>PLUMBING AND ENGINEERING INSTALLATIONS</b>				
<b>1</b>	<b>SANITARY APPLIANCES</b>				
A	Supply and fix the following approved sanitary appliances including connections and all necessary accessories All types of fitting materials shall be approved by the Engineer / Architect prior to installation Wash hand basin (WHB) vanity top type, completes with mixer, coated chromium trap, semi pedestrian and any other associated accessories. "	No	40.00		
B	Supply and install fire glazed vitreous china water closet white colour western type; Complete with seat cover, ball valves flush pipe, S/p - trap, operating handle and all other accessories	No	24.00		
C	WC squatting Asian type toilet complete with flush tank (6 litres) with rigid flush arm complete with caps and all other necessary accessories that enable it to work.	No	52.00		
D	Supply and install long body toilet bib cock tap wall mounted for Wc and all other necessary accessories that enable it to work	No	76.00		
E	Disabled WC suites one pieces, white glazed vitreous china;low level nine litre (L710xW385xH715)mm,white glazed vitreous china, cistern,cover and brackets; ball pipe. Make: Twayford or equivalent. connecting to soil, hand wash basin with hand rail and vent valves,flush pipe;plastic seat cover;operating handle and	No	4.00		
F	Toilet roll holder; Cat, No T9003028	No	76.00		
G	350 x 600mm mirror to be fixed in WHB complete with associated accessories.	No	16.00		
H	Floor drain 150x150mm complete with heavy plastic duty cover	No	32.00		
J	Bowled urinal complete with all necessary accessories.	No	32.00		
K	Shower head, shower tap and shower drainer with complete necessary fittings	No	24.00		
M	Green pipe pipes (PP-R, PN-20) (all diameter is internal) Supply, Install and join the PPR water supply pipe including pipe fittings, Labour chasing of walls and all builder works and accessories (elbows, Connectors, bends etc) as per drawings (i)50mm diameter	m	278.00		
	(ii) 40mm diameter	m	24.00		
	(iii) 32mm diameter	m	480.00		
	(iv) 25mm diameter	m	120.00		
	(v) 20mm diameter	null	280.00		
A	Supply and install 12mm flexible pipe connectors to wash hand basins (HWB),	No	174.00		

	WC'S, and Cistern				
B	Supply and fix 15mm dia. Angle valves with hand wheel,	No	76.00		
C	Supply and fix Stop valves with hand wheel, (i)50mm diameter	No	6.00		
	(ii) 40mm diameter	No	3.00		
	(iii) 32mm diameter	No	6.00		
	(iv) 25mm diameter	No	12.00		
	(v) 20mm diameter	No	6.00		
D	DRAINAGE Allow for construction of foulwater manhole of internal dimensions 600 X 600mm depth to invert level not exceeding 500mm comprising 200mm plan concrete grade "C" bend 230mm blockwall plastered internally	No	18.00		
E	Allow for 600X600mm Mild steel manhole cover 5mm heavy duty standard EN 1242 Material mild steel 304 including frame	No	18.00		
	Allow for gully trap, size 300 x 300mm with cover	No	6.00		
G	Supply and install UPvC pipe Class C for foulwater including fittings and other accessories fixing to the Duct (i) Ditto 150mm dia	m	390.00		
	(ii) Ditto 110mm dia	m	320.00		
	(iii) Ditto 90mm dia	m	6.00		
	(v) Ditto 50mm dia	m	68.00		
	(vi) Ditto 40mm dia	m	110.00		
J	Supply and install vent pipes diameter 110mm (uPVC) Class C	No	8.00		
	WATER SUPPLY - RETICULATION Allow for upgrade water supply system from main public system include supply and lay 50mm diameter HDPE pipe to underground water storage tank including fitting and accessories excavation backfilling and disposal. The tendered should visit site before pricing	Item	1.00		
N	Allow for supply and installation of water meter	No	1.00		
p	Supply and lay 40mm diameter PPR pipe from water booster pump to the overhead tank including fitting and accessories; excavations; backfilling and disposal	m	12.00		
A	Water Storage Tanks Provide for the construction of underground water tank of 200cumec with wall inside surface sealed against water seepage and partitioned. Construction to be as per drawings and in accordance with structural engineer's specifications. Supply and install float ball valves for overflow prevention Provide 6m length, 5m width, 3.5m depth	PS	1.00	10000000	100,000,000.00

K	Allow for supply, installation and testing of water storage tanks capacity 10,000 litres complete with valves, overflow, washout, vent pipe fittings and all associated accessories.	No	8.00		
E	Water Transfer Pump Supply water transfer pump set (1duty+1Standby) submersible pump for water supply GRUNDFOSS Capacity ; Q= 2.1L/Sec; Head 20m GRUNDFOSS including starters control panel, float switches, dry running protection, tanks level control and alarm	No	2.00		
G	RAIN WATER DRAINAGE SYSTEM Pipe material: "PVC pipes" Class 'C' Supply and install rainwater gutter,125mm diameter PVC including fixing and fixtures (horizontal pipework).	m	210.00		
H	Supply and install rainwater pipework,100mm diameter PVC including fixing and fixtures (vertical pipework).	m	120.00		
J	Allow for construction of storm water manhole of internal dimensions 450 x 450mm depth to invert level not exceeding 750mm comprising 200mm plain concrete grade "C" bend 230mm blockwall plastered internally, 100mm concrete cover slab reinforced with and including BRC mesh reinforcement 200mm average concrete bending plastered and including formwork medium frame,all excavations,disposa land	No	13.00		
K	Allow for storm water gully trap, size 300 x 300mm stack pipes to manholes	No	15.00		
L	Supply and install 100mm diameter fulbora for rain water drainage	No	20.00		
K	Excavate trench not exceeding 1.5 m deep and average 500mm width for laying sewerage pipes not exceeding 200mm diameter from gully or first manholes to final manhole including backfilling.	m	390.00		
<b>ELEMENT No.9</b>	<b>ELECTRICAL INSTALLATIONS</b>				
<b>i</b>	<b>Supply and install the following:</b>				
A	Supply, install, test and commission the following: Note that light fittings shall be supplied complete with tubes and lamps,all cables should be supplied complete with lugs, glands and shroud: Power Distribution-Ground Floor 6 ways Free Standing Ways TPN Sub Panel Board (SPB-g) with 1600A/300mA MCCB incomer and outgoing MCCBs of 125(3Nos)TP,125A(2No)TP,63A(3Nos)SP specified as ABB or approved equivalent	No	1.00		
B	4 Ways TPN Main Distribution Board (MDBG-A&MDBG-B) with 125A/300mA RCCB incomer and outgoing MCBs of 100A TP (2Nos),63A SP (3Nos), 100A TP (1N0s)	No	2.00		



	as ABB make or any other approved equivalent				
C	8 Ways TPN Distribution Board (G-CS-1,G-CS-2&G-CS-3) with 100A/300mA RCCB incomer and outgoing MCBs of 10A SP (6Nos),20A SP (18Nos),as ABB make or any other approved equivalent	No	3.00		
D	8 Ways SPN Distribution Board (G-B-SH-1,G-A-SH-2) with 63A/300mA RCD incomer and outgoing MCBs of 10A SP (2Nos),20A SP (6No)as MERLIN GERIN.	No	2.00		
E	6 Ways SPN Distribution Board (G-B-SH-1,G-A-SH-2) with 63A/300mA RCD incomer and outgoing MCBs of 10A SP (1No),20A SP (5Nos)as MERLIN GERIN.	No	1.00		
F	4C x 50 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from LV Panel to Sub Panel Board (SPB-F)	PS	30.00	90000	2,700,000.00
G	4C x 35 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Sub Panel Board (SPB-G) to main distribution Board	PS	95.00	58500	5,557,500.00
H	4C x 25 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main Distribution Board (MDB-A and MDB-B) to Distributin Boards (1 to Common Services Distribution Boards (CS-1,G-CS,G-CS-3)	PS	200.00	36000	7,200,000.00
J	3C x 16 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main Distribution Board (MDB-A and MDB-B) to Disctribution Board (G-B-SH-1 &G-B-SH-2)	PS	100.00	10125	1,012,500.00
K	3C x 10 mm <sup>2</sup> Cu,PVC/SWA/PVC cable from Main Distribution Board (MDB-A and MDB-B) to Disctribution Board (G-B-SH-1 &G-B-SH-2)	PS	75.00	7125	534,375.00
L	3C x 4mm <sup>2</sup> Cu,PVC/PVC cable from Sub Panels to Shops Distribution Boards	PS	4,000.00	7125	28,500,000.00
A	1C x 25mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	PS	25.00	9000	225,000.00
B	1C x 16mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	PS	600.00	6300	3,780,000.00
C	1C x 10mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	PS	30.00	3600	108,000.00
D	1C x 4mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	PS	100.00	3375	337,500.00
E	Small Power Distribution 25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power and telecommunications outlet points	PS	1,050.00	1425	1,496,250.00
F	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be installed at skirting level complete with all necessary fixing accessories as MK	PS	50.00	32250	1,612,500.00
G	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet	PS	790.00	735	580,650.00

	points				
H	2 x13A switched raw power socket including outlet box to be used in trunking above	No	120.00		
J	20A DP switch for air conditioner as Legrand or approved equivalent	No	4.00		
K	20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting,fire Alarm and fixtures	PS	1,000.00	900	900,000.00
L	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting and ceiling fans outlet points	PS	3,000.00	503	1,509,000.00
M	Light fitting type A: fluorescent fitting ,1200mm Twin, 2x36w,surface,fluorescent batten fitting of slim cross section with clip-on cover plate and adjustable end cap system as Thorn popular pack batten	No	80.00		
N	Lighting type E: Fluorescent batten for 36w, linear Fluorescent lamps as Lighting Direct	No	250.00		
P	Lighting Fitting Type D: IP54 Rated Recessed 600X600 Sealed Modular Fittings With 4 X 18w With Lamps, As Lighting Direct Dakota.	No	50.00		
Q	One way 1 gang light switch as Legrand or equivalent	No	20.00		
R	Two way 1 gang light switch as Legrand or equivalent	No	16.00		
S	One way two gang light switch as Legrand or equivalent	No	45.00		
T	Photocell unit c/w 16A TPN contactor for external lighting.	No	2.00		
U	56 Inch Blade Ceiling Fan complete with it's Hook and Regulator	No	128.00		
A	Power Distribution-First Floor 6 ways Free Standing Ways TPN Sub Panel Board (SPB-F) with 250A/300mA MCCB incomer and outgoing MCCBs of 100(3Nos)TP,160A(2No)TP,63A(3Nos)SP specified as ABB or approved equivalent	No	1.00		
B	12 Ways TPN Main Distribution Board (MDBF-B&MDBF-C) with 160A/300mA RCCB incomer and outgoing MCBs of 63A SP (36Nos) as ABB make or any other approved equivalent	No	2.00		
C	6 Ways TPN Main Distribution Board (MDBF-B&MDBF-C) with 100A/300mA RCCB incomer and outgoing MCBs of 63A SP (8Nos),20A SP (3Nos),32A SP (6Nos) as ABB make or any other approved equivalent	No	2.00		
D	4Ways SPN Distribution Board (DB-SH) with 63A/300mA RCD incomer and outgoing MCBs of 20A SP (2Nos),32A SP (2No)as MERLIN GERIN.	No	80.00		
E	3C x 4mm <sup>2</sup> Cu,PVC/PVC cable from Sub	m	3,132.00		

	Panels to Shops Distribution Boards				
F	1C x 16mm <sup>2</sup> Cu/PVC Green/Yellow earth cable.	m	600.00		
G	Small Power Distribution 25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power and telecommunications outlet points	m	1,000.00		
H	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be installed at skirting level complete with all necessary fixing accessories as MK	m	45.00		
J	45A DP cooker control unit as Legrand make or approved equivalent	No	2.00		
K	20A DP switch for air conditioner as Legrand or approved equivalent	m	2.00		
L	20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting,fire Alarm and fixtures	m	2,200.00		
A	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting and ceiling fans outlet points	PS	6,500.00	503	3,269,500.00
B	Light fitting type A: fluorescent fitting ,1200mm Twin, 2x36w,surface,fluorescent batten fitting of slim cross section with clip-on cover plate and adjustable end cap system as Thorn popular pack batten	No	250.00		
C	Light fitting type B: 28 W, surface decorative bulkhead fittings with polycarbonate base,as lighting direct polo	No	45.00		
D	Light fitting type C:Recessed round downlight with Direct low voltage lamp 35W white halo attachment as lighting direct	No	28.00		
E	Lighting type E: Fluorescent batten for 36w, linear Fluorescent lamps as Lighting Direct	No	150.00		
F	One way 1 gang light switch as Legrand or equivalent	No	38.00		
G	Two way 1 gang light switch as Legrand or equivalent	No	14.00		
H	One way two gang light switch as Legrand or equivalent	No	56.00		
J	56 Inch Blade Ceiling Fan complete with it's Hook and Regulator	No	80.00		
K	MAIN SUPPLY Supply, install, test and commission the following, note that all cables should be supplied complete with lugs, glands and shroud. 4 Ways Purpose made free standing Main LV Panel Board with 400A TPN MCCB incomer ,metal clad,cubical pattern to IP20,with short circuit breaking capacity of 50KA at 415 Vac,50Hz Comprising of Digital Metering and outgoing MCCBs of125A TP (1Nos),250A TP (1No)	No	1.00		

	as shown in schematic drawing				
L	4C x 95mm <sup>2</sup> Cu,PVC/SWA/PVC cable from transformer and generator to Main metering Panel Board through changeover switch	PS	118.00	120000	14,160,000.00
M	1C x 35mm <sup>2</sup> Cu,PVC Green/Yellow earth cable.	PS	65.00	26250	1,706,250.00
N	100mm diameter heavy gauge PVC Pipe	PS	100.00	10313	1,031,300.00
P	Allow for complete earthing of the Electrical System to IEE standards.	Item	1.00		
Q	Allow for testing and commissioning of the entire Installation	Item	1.00		
R	Allow preparation of four copies of " Installed Drawings" and operating manuals.	Item	1.00		
S	Supply and install the generator set of 3 Phase, 250kVA, 50Hz diesel generator sets with sound attenuated, auto start generator set and all features required for standby applications conveniently packaged together.	No	1.00		
A	400A TPN automatic changeover switch comprising of two 4-pole electrically and mechanically interlocked 1250A motorised MCCB complete with controller	No	1.00		
B	Supply and install the 250kVA,33/0.4kV transformer and all associated accessories	No	1.00		
C	Supply and installation of control cable 2.5mm <sup>2</sup> x 12core	PS	200.00	11295	2,259,000.00
D	Supply and installation of copper earth 4ft rod,earth rod connector and cable lugs for 35sqmm cable	Item	1.00		
E	100mm <sup>2</sup> ACSR (DOG) cable for 33kV HT Transmission	PS	100.00	2837	283,700.00
F	Raychem termination kit for the 3 core 33kV 120mmsq HT cable	set	2.00		
G	50kVAr Auto Power Factor Correction Equipment,50Hz,400V,IP 23,Free standing Panel,Input Breaker T5N630,(5*40)mm 7 Steps correction order as ABB make.	No	1.00		
H	Galvanized heavy duty Cable Tray G.I 400mm X 50 CT40050 complete with all accessories	No	44.00		
J	Galvanized stell heavy duty Cable ladder CL50X100 complete with all accessories	No	15.00		
K	Allow for lightning Protection Systems	Item	1.00		
L	Allow for General earthing of the building electrical systems	Item	1.00		
G	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	m	2,537.00		
H	2 x13A switched raw power socket including outlet box to be used in trunking above	No	500.00		
<b>ELEMENT No. 12</b>	<b>FIRE FIGHTING SYSTEM INSTALLATIONS</b>				

a)	<b>Pipe work, galvanized mild steel pipes to BS 1387, medium grade supported to walls/ ceiling with screwed and socketed joints.Exposed parts painted red. (UL LISTED)</b>			
A	Fire Detection & Alarm Systems Addressable fire controlpanel, 6 loops	No	1.00	
B	Optical smoke detectors as OP6-OPT,Conventional complete with base	No	250.00	
C	Heat detectors as AP6FT8 conventional complete with base	No	50.00	
D	Breakglass/manual call points as FMC-200R,complete with back box for surface mounting	No	18.00	
	Fire bells 6" as ABB-624	No	18.00	
F	Fire proof cable 1.5sqmm,twin with earth wire	m	2,400.00	
G	End of line resistors and short circuit isolator unit	No	12.00	
	FIRE FIGHTING PORTABLE FIRE EXTINGUISHERS Supply and install 5kg carbon dioxide portable fire extinguishers	No	21.00	
B	Supply and install 9kg dry powder portable fire extinguishers	No	21.00	
C	HOSE REEL INSTALLATION Supply and install Fire Booster pump set (One Electric + One Diesel driven ) contained one Jockey pump, all mounted on a base frame to BS5306. Pump capacity flow rate 20.8l/sec, 90M working head at 6Bar pressure manufactured by GRUNDFOS complete with control panel, pressure tank as recommended by manufacture including starters control panel, float, switches dry running protection, control and alarm	Set	1.00	
D	Supply and installation of hose reel, swing type, with 20mm diameter hosepipe of 30m long.	No	8.00	
E	Supply and install galvanized iron pipes and joints to BS 1387,medium grade, including fixing brackets and supports. 25mm diameter pipe	m	15.00	
F	25mm diameter elbow	No	16.00	
G	25mm diameter stop valve	No	8.00	
H	40/25mm diameter bush	No	8.00	
I	40mm diameter pipe	m	96.00	
J	40mm diameter elbow	No	16.00	
K	50 mm diameter	m	242.00	
L	63 mm diameter	m	163.00	
M	90 mm diameter	m	84.00	
N	100mm diameter	m	20.00	
P	Allow construction of manhole for gate valve 600mm × 600mm complete with mildsteel cover	No	4.00	

A	Supply and install air release valves to be installed into the manhole match the system and to be approved at site Ditto 63mm diameter	No	4.00		
	40mm diameter Tee-joint	No	16.00		
B	40mm diameter stop valve	No	16.00		
C	40mm diameter check valve	No	16.00		
D	FIRE HYDRANT INSTALLATION Supply and installation of fire hydrant, with 63mm, diameter hose pipe connected to underground water tank and to public water supply pipe.	No	4.00		
<b>ELEMENT No. 13</b>	<b>ICT INSTALLATION</b>				
<b>a)</b>	<b>Supply, install, test and commission the following: to the satisfaction of engineers</b>				
<b>i)</b>	<b>EQUIPMENT</b>				
A	Wireless Access point Cisco IEEE 802.11A/B/G/N access Radio, PoE, complete with connecting Accessories	No	3.00		
B	Cisco Catalyst (WS-C2960X-48FPD-L) 2960-X 48 GigE POE 740, 2x 10G SFP, LAN Base	No	1.00		
C	Cisco Catalyst (WS-C2960X-24FPD-L) 2960-X 24 GigE POE 370, 2x 10G SFP, LAN Base	No	1.00		
D	IP Phone Supports SIP 2.0 (RFC3261) and correlative RFCs SIP supports 2 SIP servers, Display Resolution: 128x48 pixels HD voice, PoE Support	No	1.00		
E	IP Phone Supports SIP 2.0 (RFC3261) and correlative RFCs SIP supports 2 SIP servers, Display Resolution: 320x120 pixels HD voice, PoE Support	No	1.00		
F	IP- PBX Rack Server with SIP, IAX, PSTN, BRI, GSM and UMTS capabilities, configured ready to support 12 FXO service provider lines and 100 extension users as default (OPEN SOURCE SOFTWARE)	No	1.00		
J	Cat 6 Factory Terminated Computer Drops 3.0 Meter each	No	10.00		
K	Cat 6 Factory Terminated Patch Cord 1.0 Meter each	No	10.00		
M	Dual RJ 45 outlet spring shutter	No	10.00		
P	12U Data Cabinet (600*1000) Deep, complete with lockable Front perforated door, heat extracting fans, side pannels, verticle cable & patch cord managers and 6way IEC 320 power distribution unit	No	1.00		
R	Cat 6e Horizontal Cable UTP 305M	Roll	5.00		
S	Patch Panel 48 Ports Cat 6 (Voice & Data)	No	2.00		
T	Patch Panel 24 Ports Cat 6 (Voice & Data)	No	1.00		
A	8KVA Modular based UPS, 3 modules of 10KVA each, Decentralized parallel	No	1.00		

	architecture, 3ph in 3ph phase out with backup time of 30 minutes at full load, with Capacity of 6 modules per rack. To provide clean power in Ground and First Floor				
B	Supply, install, connect, test and commission as per drawings and specifications including all necessary equipments to the satisfaction of engineers. Automatic audio mixer with web based control complete with wireless antenna receiver and mixer amplifier 45/35W as Shure or Equivalent	No	1.00		
C	35W column speaker as shure or equivalent	No	4.00		
D	Hand held microphone	No	2.00		
E	Wireless microphone	No	2.00		
F	Rack mount kit for mixer and amplifier	No	1.00		
G	Audio Recorder with 2TB storage	No	1.00		
<b>b)</b>	<b>IP SURVEILLANCE CAMERA (CCTV) SYSTEM INSTALLATION</b>				
<b>i)</b>	<b>Supply, install, connect, test and commission as per drawings and specifications including all necessary equipments to the satisfaction of engineers.</b>				
K	IP Fixed Dome Camera (Indoor Type) (6MP, Full HD vide) 1/3" Progressive CMOS, ICR, 0lux with IR, 2560×1920: 20fps, 4mm/F2.0 lens (6mm optional), IP66, DC12V & PoE, DWDR, 3D DNR, BLC, IR range: up to 30m, Full metallic housing, Support mobile monitoring via cloud P2P, H.264+ Optimized Codec.	No	25.00		
L	IP Bullet Camera (Outdoor Type) (6MP, Full HD vide) 1/3" Progressive CMOS, ICR, 0lux with IR, 2560×1920: 20fps, 4mm/F2.0 lens (6mm optional), IP66, DC12V & PoE, DWDR, 3D DNR, BLC, IR range: up to 50m, Full metallic housing, Support mobile monitoring via cloud P2P, H.264+ Optimized Codec.	No	8.00		
M	48-ch video & 48-ch audio input network video recorder with 48 IP ports, 4SATA interfaces, 2X4TB HD IP infrared based, inbuilt DVD Writer, WD1: 25(P)/30(N) fps/ch, alarm I/O: 16/4, 2U case, 19", motion detection triggered alarm recording, playback and viewing on LAN Fully integration. The camera should be IP based infrared with atleast greater than 1200 resolution capable of recording atleast for 90 days non-stop and inbuilt retrieving capability.	No	2.00		
N	42" high resolution flat screen color monitor with browser included, wall mount including its mounting accessories and connecting accessories	No	4.00		
<b>ELEMENT No. 14</b>	<b>FINISHING</b>				
<b>b)</b>	<b>EXTERNAL FINISHINGS</b>				
<b>i)</b>	<b>Floor finish: (Tiles, slab or block finishings).</b>				

A	12 mm One coat work; to concrete or blockwork base; generally to walls	M2	10,912.00		
B	Terrazzo; first coat of cement and sand (1:3); second coat of white cement and black granite chippings (1:3); in 1200 x 1200 mm bays; including carborandum dividing strips; polished; internal 50 mm two coats work; to concrete or blockwork base; generally to floors; to falls, crossfalls or sloping not exceeding 15 degrees from horizontal	m2	4,236.00		
C	50 mm two coats work; to concrete or blockwork base; generally to treads; 300 mm wide; one rounded nosing	M	69.00		
D	50 mm two coats work; to concrete or blockwork base; generally risers; 150 mm high; one coved junction with pavings	m	76.00		
E	SUSPENDED PLAIN SHEET LININGS WITH SUPPORTING METALWORKS Armstrong prima microlook prima casa system or equal and approved suspended ceiling system; TRULOK F15 - 15 mm wide suspension grids 600 x 600 mm modular grid system recessed powder coated exposed tracks; SHADOWLINE white semi-recessed perimeter edge trim; proprietary 600 x 600 mm humidity resistant tiles; rebated edges; wire Ceilings over 300 mm wide; horizontal	m2	4,236.00		
F	TILE, SLAB OR BLOCK FINISHING Porcelain tiles; approved; unglazed; to approved pattern; bedding and jointing in cement mortar (1:4) grouting with Sellajunt coloured grout; internal 200 x 200 x 15 mm; butt joints at 45 degrees both ways to cement and sand base; generally to floors	m2	164.00		
G	Ceramic tiles; glazed; two colour-ways; regular pattern bedding and jointing in cement mortar (1:4); grouting joints with white cement; internal 200 x 400 x 6 mm; butt joints straight both ways to cement and sand base; generally to walls over 300 mm wide	m2	200.00		
<b>ii)</b>	<b>Wall finish</b>				
<b>a)</b>	<b>External Plastering</b>				
H	INSITU FINISHINGS Terrazzo; first coat of cement and sand (1:3); second coat of white cement and black granite chippings (1:3); polished; internal 20 mm two coats work; to concrete or blockwork base; generally to	M2	1,512.00		
I	Edges of vanity tops, worktops or the like; 85 mm wide	M	4,536.00		
J	Render; 12 mm first coat of cement and sand (1:5); 3 mm second coat of cement lime putty (1:5); steel trowelled; internal 15 mm two coat work; to concrete or blockwork base; generally to walls	m2	3,931.20		



K	PREPARE SURFACE AND APPLY THREE COATS OF WEATHER GUARD PAINT Steel trowelled rendered surfaces; internal over 300 mm wide walls	m2	4,536.00		
	DOORS Treated Timber double door 725 x 850mm Wide; including all ironmongeries as per Architectural drawings and instructions	No	1,512.00		
<b>ELEMENT No. 15</b>	<b>PAINTING AND DECORATING</b>				
<b>a)</b>	<b>INTERNAL WORK:</b>				
A	WALL PLASTER SKIM COAT; ONE COAT ALKALI PRIMER; TWO COATS WEATHERGUARD PAINT Wood floated rendered surfaces; external Walls over 300 mm wide Ceilings; horizontal; over 300 mm wide	m2	7,093.00		
B	THRE COATS BLACK BITUMINOUS PAINT Steel trowelled rendered surfaces; external Plinths over 300 mm wide	m2	213.00		
C	WALL PLASTER SKIM COAT; ONE COAT ALKALI PRIMER; TWO COATS WASH'N WEAR SILK EMULSION Wood floated rendered surfaces; internal Ceilings; horizontal; over 300 mm wide	m2	1,604.00		
D	Sides and soffits of beams	m2	2,044.00		
E	Vertical or battering sides of columns or the like	m2	2,883.00		
F	Walls over 300 mm wide	m2	3,820.00		
<b>b)</b>	<b>EXTERNAL WORK:</b>				
<b>i)</b>	<b>External Painting</b>				
<b>PART A:PRELIMINARIES CONDITION</b>					
<b>BILL NO. 1</b>	<b>PRELIMINARIES AND GENERAL MATTERS</b>				
<b>PART A</b>	<b>GENERAL RULES AND INSTRUCTIONS</b>				
<b>I</b>	<b>Qualification and Rules of the Preparation, Editing, and Measurement for Producing the Bills of Quantities for Public Works</b>				
<b>A1</b>	<b>Bills of Quantities shall fully describe and accurately reflect the actual work to be executed as fully presented in the User Requirements, shown on the drawings, and as guided by the specification. Bill of Approximate Quantities are strictly prohibited in the Public Work</b>				
<b>A2</b>	<b>For the sake of uniformity, standard and accuracy of the Bills of Quantities used under the public works, the whole of the work contained in these Bills of Quantities should be prepared, edited and/or measured in accordance with the Standard Method of Measurement of Building Works and Associated Civil Works (SMM-BW-ACW) for Eastern Africa (2nd Edition) of June 2008 published by the Architectural Association of Kenya, Chapter of Quantity Surveyors and in conformity with Bylaws and/or practice notes issued by the Architects and Quantity Surveyors Registration Board (AQRB) of the United Republic of Tanzania</b>				
<b>A3</b>	<b>The descriptions of items in Bills of Quantities shall be clear, comprehensive and of neutral wording (not inclined to brand specification). The Bills should be arranged in the elements of Building Works. For the avoidance of double payments, repetition or duplication of the same items to be reported/ measured in different or more than one element is strictly prohibited.</b>				
<b>II</b>	<b>Units and Standards Measurements</b>				
<b>A4</b>	<b>All units of weights and measurements shall have the meaning ascribed to them by the Weights and Measures Act, Chapter. 340 and subsequent ammendment thereto.</b>				

<b>A5</b>	<b>Abbreviations of the Units as used in these Bills of Quantities are as follows:</b>				
	<b>Kg/m3 - density</b>				
	<b>ha - hectare</b>				
	<b>kg - kilogramme</b>				
	<b>kN - kilonewton</b>				
	<b>kW - kilowatt</b>				
	<b>m - linear metre</b>				
	<b>m2 - square metre</b>				
	<b>m3 - cubic metre</b>				
	<b>mm - millimeter</b>				
	<b>N/mm2 - newton per square millimetre</b>				
	<b>No - number</b>				
	<b>Pr - pair</b>				
	<b>t - ton</b>				
	<b>Note: For any abbreviation of unit used herein but not defined under this clause of the preliminaries, further reference should be made to the international system of unit measurements.</b>				
<b>PART C</b>	<b>PRELIMINARY ITEMS AND GENERAL MATTERS</b>				
<b>II</b>	<b>EQUIPMENT, PLANTS, TOOLS AND VEHICLES</b>				
<b>A</b>	Plant, Tools and Vehicles The Contractor shall be responsible for the provision of all plant, tools, and vehicles and workmen required for the Works except in so far as may be stated otherwise herein or except for such items specifically and only required for the use of and provided by Client appointed agents as described herein.	Item	1.00		
<b>III</b>	<b>SAFETY, HEALTH AND WELFARE OF THE WORK PEOPLE</b>				
<b>IV</b>	<b>NOTICES AND FEES TO LOCAL AUTHORITIES AND PUBLIC UNDERTAKINGS</b>				
<b>D</b>	The Contractor shall give all notices in accordance with the Conditions of Contract. The Contractor shall pay all fees and charges required in the Conditions of Contract, regulatory authorities and any Local Authority where the Works are being executed. The amount of all such fees and charge shall be deemed to be included in the Contract Sum. Those in respect of the following items are included elsewhere in this Document if applicable to the Works. Hoardings	PS	1.00	55000000	55,000,000.00
	Water for the work or Statutory Undertakings.	PS	1.00	60000000.00	60,000,000.00
<b>V</b>	<b>SITE LEVELS AND SETTING OUT THE WORKS</b>				
<b>D</b>	The Contractor shall set out the Works in accordance with the dimensions and levels shown on the Drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out at his own cost and expense. In the event of any error or	Item	1.00		

	discrepancy in the dimensions or levels marked on the Drawings being discovered such errors or discrepancies must be reported by the Contractor to the Project manager for his immediate attention. No work shall be commenced by the Contractor until he has received written instructions from the Project manager to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall there upon be responsible for the accurate setting out of the works, giving effect to the adjustments necessary to comply with such instructions, and no claim for extra expense based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter.				
<b>VI</b>	<b>CONTRACTOR'S SUPERVISION</b>				
F	The Contractor shall provide all watching and security and everything else necessary by day and night for the due protection and Security of the Works and the public and other persons. He shall provide all barriers, notices, watchmen to prevent access of unauthorized persons into the site. The Contractor will be liable for all consequences of theft from the site of his own or Subcontractors or Suppliers materials or equipment. Any such theft will not relieve the Contractor of his liability for completion the Works on time.	Item	1.00		
D	Housing labour on the site No labour, with the exception of watchmen, may be housed on the site and the Contractor must allow for all costs in moving labour to and from the site at such times and by routes approved by the Police and Local Authorities.	Item	1.00		
A	Protection of persons and property Temporary buildings for use by the Contractor The contractor shall, at his own cost, supply and erect all temporary buildings, sheds, mess rooms and stores with floors at least 150mm above ground level. No office, stores or other temporary buildings shall be erected on the site without first obtaining the consent of the Project Manager/Project manager as to the type of temporary building to be supplied and the position in which they are to be erected.	Item	1.00		
D	Temporary latrines Temporary latrines shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Project manager and Local Authorities.	Item	1.00		
F	General scaffolding Provide all scaffolding, (tubular steel or timber), that may be required for the works.	Item	1.00		
A	<b>SERVICES INSTALLATIONS</b> The contractor with the domestic subcontractors shall allow sum to cover for the following in	Item	1.00		

	relation to all service works to be installed in building covering the whole scope of work;				
B	Removal of plant, rubbish, etc. 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. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Project manager.	Item	1.00		
<b>PART A:GENERAL CONDITION</b>					
<b>SERIES 1000</b>	<b>GENERAL</b>				
	<b>General Requirements and Provisions</b>				
<b>12.02</b>	<b>Relocation of Services</b>				
A	Arrange and pay for removal and/or alteration to services provided by agencies for electricity supply, water, sewerage, or telecommunication	PS	1.00	100000000	100,000,000.00
<b>Section 1300</b>	<b>Contractor's Establishment On Site and General Obligations</b>				
<b>13.01</b>	<b>Contractor's General Obligations</b>				
B	Sureties	PS	1.00	100000000	100,000,000.00
	(ii) Allow for Contractor's overheads and profits as a percentage of item (c) above	%			
C	Insurance of Constructional Plant & Equipment	PS	1.00	80000000	80,000,000.00
	(iv) Allow for Contractor's overheads and profits as a percentage of item (e) above	%			
D	Insurance of Constructional Plant & Equipment	PS	1.00	60000000	60,000,000.00
	(iv) Allow for Contractor's overheads and profits as a percentage of item (e) above	%			
E	Third Party Insurance	No	1.00		
	(v) Allow for Contractor's overheads and profits as a percentage of item (f) above	%			
F	Allow for erection of standard project sign board at approved locations	No	2.00		
<b>Section 1400:</b>	<b>Engineer's Accommodation and Attendance Upon Engineer and his Site Personnel</b>				
<b>14.08</b>	<b>Laboratory for the Engineer</b>				
K	TOLERANCES, TESTING AND QUALITY CONTROL Testing Of Materials And Workmanship Special tests requested by the Engineer/Project Manager: Special Tests on Selected Construction Materials and items to be carried out by an independent laboratory chosen by the Engineer	PS	1.00	20000000	20,000,000.00
	(vii) Allow for Contractor's overheads and profits as a percentage of item (m) above	%			
<b>Section 1700</b>	<b>Environmental Protection and Waste Disposal Environmental Protection and Waste Disposal</b>				
<b>17.14</b>	<b>Environmental Protection and Waste Disposal</b>				

H	Environmental and Social Mitigation works to be carried out in accordance with approved ESIA report with PE	Month	15.00		
H	Monthly rate to cover costs for compliance with provisional Health and Safety Management Plan (HSMP)	Month	15.00		
<b>Section 1800:</b>	<b>STD and HIV/AIDS alleviation measures</b>				
<b>18.01</b>	<b>STD and HIV/AIDS Provisional</b>				
I	HIV/AIDS and Child abuse Instituting; COVID-19, HIV & AIDS, STIs, STDs and Child Abuse, Sexual Harrasment Prevention and Awereness Programs	Month	15.00		
J	Allow Provisional sum for HIV/AIDS Training	PS	1.00	25000000	25,000,000.00
	(vi) Allow for Contractor's overheads and profits as a percentage of item (L) above	%			

**Summary**

<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>SERIES 6000 STRUCTURES</b>	<b>0.00</b>
<b>BILL No 2 PRIME COST AND PROVISIONAL SUMS</b>	<b>0.00</b>
<b>BILL No 3 MEASURED WORKS</b>	<b>0.00</b>
<b>SERIES 9000 DAYWORK RATES</b>	<b>0.00</b>
<b>BILL NO. 1 PRELIMINARIES AND GENERAL MATTERS</b>	<b>0.00</b>
<b>SERIES 1000 GENERAL</b>	<b>0.00</b>
<b>A. Total of Bills</b>	<b>1,323,163,025.00</b>
B. Less Specified Provisional Sum	1,323,163,025.00
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>1,323,163,025.00</b>



**PART 3 – CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

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

These General Conditions of Contract (GCC), read in conjunction with the particular conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straight forward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.



**A: GENERAL**

<p><b>1. Definition</b></p>	<p>1.1</p>	<p>Boldface type is used to identify defined terms.</p> <p>(a) The <b>Accepted Contract Amount</b> means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The <b>Activity Schedule</b> is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The <b>Adjudicator</b> is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.</p> <p>(d) <b>Bank</b> means the financing institution named in the <b>PCC</b>.</p> <p>(e) <b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(f) <b>Compensation Events</b> are those defined in GCC Clause 42 hereunder.</p> <p>(g) The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.</p> <p>(h) The <b>Contract</b> is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.</p> <p>(i) The <b>Contractor</b> is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(j) The <b>Contractor's Bid</b> is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(k) The <b>Contract Price</b> is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>(l) <b>Days</b> are calendar days; months are calendar months.</p> <p>(m) <b>Dayworks</b> are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>(n) A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>(o) The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(p) The <b>Defects Liability Period</b> is the period named in the <b>PCC</b> pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.</p> <p>(q) <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, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(r) The <b>Employer</b> is the party who employs the Contractor to carry out the Works, as specified in the <b>PCC</b>.</p> <p>(s) <b>Equipment</b> is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(t) "<b>In writing</b>" or "<b>written</b>" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(u) The <b>Initial Contract Price</b> is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(v) The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The <b>Intended Completion Date</b> is specified in the <b>PCC</b>. The <b>Intended Completion Date</b> may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(w) <b>Materials</b> are all supplies, including consumables, used by the</p>
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		<p>Contractor for incorporation in the Works.</p> <p>(x) <b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(y) <b>The Project Manager</b> is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(z) <b>PCC</b> means Particular Conditions of Contract.</p> <p>(aa) The <b>Site</b> is the area defined as such in the PCC.</p> <p>(bb) <b>Site Investigation Reports</b> are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(cc) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(dd) The <b>Start Date</b> is given in the <b>PCC</b>. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(ee) A <b>Subcontractor</b> is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(ff) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(gg) A <b>Variation</b> is an instruction given by the Project Manager which varies the Works.</p> <p>(hh) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.</p> <p>(ii) <b>“Contractor’s Personnel”</b> refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.</p> <p>(jj) <b>“Key Personnel”</b> means the positions (if any) of the Contractor’s personnel that are stated in the Specification.</p> <p>(kk) <b>“ES”</b> means Environmental and Social (including Sexual Exploitation and Abuse (<b>SEA</b>), and Sexual Harassment (<b>SH</b>));</p> <p>(ll) <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:  <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;  <b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(mm) <b>“Sexual Harassment” “(SH)”</b> 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; and</p> <p>(nn) <b>“Employer’s Personnel”</b> refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice</p>
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		from the Employer or the Project Manager to the Contractor.
<b>2. Interpretation</b>	2.1	In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
	2.2	If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (a) Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, including Appendices, (f) Specification, (g) Drawings, (h) Bill of Quantities, and (i) any other document <b>listed in the PCC</b> as forming part of the Contract.
<b>3. Language and Law</b>	3.1	The language of the Contract and the law governing the Contract are stated in the <b>PCC</b> .
	3.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
<b>4. Project Manager's Decisions</b>	4.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
<b>5. Delegation</b>	5.1	Unless otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
<b>6. Communications</b>	6.1	Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
<b>7. Subcontracting</b>	7.1	The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1
	7.2	Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

<b>8. Other Contractors</b>	8.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as <b>referred to in the PCC</b> . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
	8.2	The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.
<b>9. Personnel and Equipment</b>	9.1	The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	9.2	<p>The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</li> <li>(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;</li> <li>(f) has been recruited from the Employer's Personnel;</li> <li>(g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).</li> </ul> <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p> <p>Notwithstanding any requirement from the Project Manager 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.</p>
	9.3	The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.
	9.4	<p><b>Labor</b></p> <p>9.4.1 Engagement of Staff and Labor. The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.</p> <p>Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.</p>

		<p>The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p>
		<p>9.4.2 Conditions of Labor. The Contractor shall inform the Contractor's Personnel about:</p> <ul style="list-style-type: none"> <li>(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and</li> <li>(b) 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 tax under the laws of the Country for the time being in force.</li> </ul> <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.</p> <p>Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.</p>
		<p>9.4.3 The Contractor may bring into 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 its best endeavors 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.</p>
		<p>9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.</p>
		<p>9.4.5 Disorderly conduct. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.</p>
		<p>9.4.6 Facilities for Staff and Labor. Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that</p>

		<p>accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.</p>
		<p>9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. 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.</p>
		<p>9.4.8 Supply of Foodstuffs. 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.</p>
		<p>9.4.9 Supply of Water. 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.</p>
		<p>9.4.10 Measures against Insect and Pest Nuisance. 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 the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p>
		<p>9.4.11 Alcoholic Liquor or Drugs. The Contractor shall not, otherwise than in accordance with the laws of the Country, 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.</p>
		<p>9.4.12 Arms and Ammunition. 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.</p>
		<p>9.4.13 Funeral Arrangements. The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.</p>
		<p>9.4.14 Forced Labor. The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring 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.</p>
		<p>9.4.15 Child Labor. The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law 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</p>

		<p>interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. 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 approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work. 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</li> <li>(d) transport of heavy loads;</li> <li>(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul> <p>9.4.16 Employment Records of Workers. The Contractor shall keep complete and accurate records of the employment of labor 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.</p> <p>9.4.17 Workers’ Organizations. In countries where the relevant labor laws recognize workers’ rights to form and to join workers’ organizations 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. Where the relevant labor laws substantially restrict workers’ organizations, 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 organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.</p> <p>9.4.18 Non-Discrimination and Equal Opportunity. 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</p>
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		<p>benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).</p>
		<p>9.4.19 Contractor's Personnel Grievance Mechanism. The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, 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. 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. 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. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.</p>
		<p>9.4.20 Training of Contractor's Personnel. 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 referred to in GCC Sub-Clause 18.2. 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.</p>
<b>10. Employer's and Contractor's Risks</b>	10.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
<b>11. Employer's Risks</b>	11.1	<p>From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with</p>



		<p>any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) (The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p>
	11.2	<p>From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
<b>12. Contractor's Risks</b>	12.1	<p>From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
<b>13. Insurance</b>	13.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the <b>PCC</b> for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p>
	13.2	<p>Policies and certificates for insurances shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p>
	13.3	<p>If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p>
	13.4	<p>Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p>
	13.5	<p>Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Data</b>	14.1	<p>The Contractor shall be deemed to have examined any Site Data referred to in the <b>PCC</b>, supplemented by any information available to the Contractor.</p>
<b>15. Contractor to Construct the Works</b>	15.1	<p>The Contractor shall construct and install the Works in accordance with the Specification and Drawings.</p>
	15.2	<p>If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:</p> <p>(a) designing structural elements of the Works taking into account climate change considerations;</p> <p>(b) applying the concept of universal access (the concept of</p>

		<p>universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and</p> <p>(c) considering the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events.</p>
<b>16. The Works to Be Completed by the Intended Completion Date</b>	16.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
	16.2	<p>The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address 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 Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. 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 its approval.</p>
<b>17. Approval by the Project Manager</b>	17.1	The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	17.2	The Contractor shall be responsible for design of Temporary Works.
	17.3	The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
	17.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	17.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
<b>18. Health, Safety and Protection of the Environment</b>	18.1	The Contractor shall be responsible for the safety of all activities on the Site.
	18.2	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) comply with all applicable health and safety regulations and Laws;</li> <li>(b) comply with all applicable health and safety obligations specified in the Contract;</li> <li>(c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;</li> <li>(d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;</li> <li>(e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;</li> <li>(f) 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</li> </ul>

		<p>public and of owners and occupiers of adjacent land;</p> <ul style="list-style-type: none"> <li>(g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;</li> <li>(h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;</li> <li>(i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;</li> <li>(j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;</li> <li>(k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and</li> <li>(l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.</li> </ul> <p>Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval 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.</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <ul style="list-style-type: none"> <li>(a) which shall include at a minimum: <ul style="list-style-type: none"> <li>(i) 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;</li> <li>(ii) details of the training to be provided, records to be kept;</li> <li>(iii) 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</li> </ul> </li> </ul>
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		<p>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);</p> <p>(iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;</p> <p>(v) 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,</p> <p>(vi) 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 labor;</p> <p>(vii) 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 GCC Sub-Clause 9.4.6; and</p> <p>(b) any other requirements stated in the Specification.</p>
	18.3	<p>Protection of the environment</p> <p>(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.</p> <p>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.</p> <p>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.</p>
<p><b>19. Archaeological and Geological Findings</b></p>	19.1	<p>All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <p>(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;</p> <p>(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and</p> <p>(c) implement any other action consistent with the requirements</p>

		<p>of the Specification and relevant laws.</p> <p>The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
<b>20. Possession of the Site</b>	20.1	The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated <b>in the PCC</b> , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
<b>21. Access to the Site</b>	21.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
<b>22. Instructions, Inspections and Audits</b>	22.1	The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	22.2	The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	22.3	Inspections & Audit by the Bank Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
<b>23. Appointment of the Adjudicator</b>	23.1	The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated <b>in the PCC</b> , to appoint the Adjudicator within 14 days of receipt of such request.
	23.2	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority <b>designated in the PCC</b> at the request of either party, within 14 days of receipt of such request.
<b>24. Procedure for Disputes</b>	24.1	If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
	24.2	The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	24.3	The Adjudicator shall be paid by the hour at the rate specified <b>in</b>

		<p><b>the PCC</b>, together with reimbursable expenses of the types specified <b>in the PCC</b>, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding</p>
	24.4	<p>The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified <b>in the PCC</b>.</p> <p>The rules of procedure for arbitration proceedings to be specified in PCC will be as follows:</p> <p>For smaller contracts, the institution is usually from the Employer’s Country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution.</p> <p>For larger contracts with international contractors, it is recommended to select one institution among those listed below;</p> <p><b>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>or</p> <p><b>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</b></p> <p>All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”</p> <p>or</p> <p><b>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</b></p> <p>Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”</p> <p>or</p> <p><b>“Rules of the London court of International Arbitration:</b></p> <p>Any dispute arising out of or in connection with this</p>

		Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause.” The place of arbitration shall be specified in PCC.
<b>25. Fraud and Corruption</b>	25.1	The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.
	25.2	The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>26. Stakeholder Engagement</b>	26.1	The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who: (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request..
<b>27. Suppliers (other than Subcontractors)</b>	27.1	Forced Labor: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
	27.2	Child Labor: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
	27.3	Serious Safety Issues: The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
	27.4	Obtaining natural resource materials in relation to supplier: The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches. If a supplier cannot continue to demonstrate that obtaining such

		materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.
<b>28. Code of Conduct</b>	28.1	<p>The Contractor shall have a Code of Conduct for the Contractor's Personnel.</p> <p>The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p>
<b>29. Security of the Site</b>	29.1	<p>The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> <li>(a) for keeping unauthorized persons off the Site;</li> <li>(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 Project Manager to the Contractor.</li> </ul> <p>Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>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.</p> <p>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.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specifications.</p>



## B. TIME CONTROL

<b>30. Program and Progress Reports</b>	30.1	Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
	30.2	An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	30.3	The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the periods stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
	30.4	Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.
	30.5	<p>In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, 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.</p> <p>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.</p> <p>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 Subclause.</p>
<b>31. Extension of the Intended Completion Date</b>	31.1	The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	31.2	The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation

		Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
<b>32. Acceleration</b>	32.1	When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	32.2	If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
<b>33. Delays Ordered by the Project Manager</b>	33.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
	33.2	During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	33.3	The Project Manager may also notify the cause for the suspension.
<b>34. Management Meetings</b>	34.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	34.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
<b>35. Early Warning</b>	35.1	The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	35.2	The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C: QUALITY CONTROL

<b>36. Identifying Defects</b>	36.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
<b>37. Tests</b>	37.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
<b>38. Correction of Defects</b>	38.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	38.2	Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
<b>39. Uncorrected Defects</b>	39.1	If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## D. COST CONTROL

<p><b>40. Contract Price</b></p>	<p>40.1</p>	<p>The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p><b>In the lump-sum contracts,</b> The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p>
<p><b>41. Changes in the Quantities</b></p>	<p>41.1</p>	<p>If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p> <p><b>In the lump-sum contracts,</b> The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
	<p>41.2</p>	<p>If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p>
<p><b>42. Variations</b></p>	<p>42.1</p>	<p>All Variations shall be included in updated Programs produced by the Contractor.</p> <p><b>In the lump-sum contracts,</b> All Variations shall be included in updated Programs and Activity Schedules produced by the Contractor.</p>
	<p>42.2</p>	<p>The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p>
	<p>42.3</p>	<p>If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p>
	<p>42.4</p>	<p>If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p>
	<p>42.5</p>	<p>The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
	<p>42.6</p>	<p>If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the</p>

		<p>Contractor shall be in the form of new rates for the relevant items of work.</p> <p><b>In the lump-sum contracts,</b> The Paragraph for GCC 42.6 above is not applicable.</p>
	42.7	<p>Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <p>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</p> <p>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;</p> <p>(c) a description of any effect(s) of the change on performance/functionality; and</p> <p>(d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.</p> <p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <p>(a) accelerates the contract completion period; or</p> <p>(b) reduces the Contract Price or the life cycle costs to the Employer; or</p> <p>(c) improves the quality, efficiency, safety or sustainability of the Facilities; or</p> <p>(d) yields any other benefits to the Employer, without compromising the functionality of the Works.</p> <p>If the value engineering proposal is approved by the Employer and results in:</p> <p>(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the percentage specified in the PCC of the reduction in the Contract Price; or</p> <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.</p>
<b>43. Cash Flow Forecasts</b>	43.1	<p>When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p> <p><b>In the lump-sum contracts,</b> When the Program and Activity Schedule is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>
<b>44. Payments Certificates</b>	44.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	44.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	44.3	The value of work executed shall be determined by the Project Manager.
	44.4	<p>The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.</p> <p><b>In the lump-sum contracts,</b> "The value of work executed shall comprise the value of completed</p>

		activities in the Activity Schedule.”
	44.5	The value of work executed shall include the valuation of Variations and Compensation Events.
	44.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	44.7	<p>If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <p>(a) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</p> <p>(b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</p> <p>(c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</p> <p>(d) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;</p> <p>(f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
<b>45. Payments</b>	45.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	45.2	If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	45.3	Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
	45.4	Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
<b>46. Compensation Events</b>	46.1	<p>The following shall be Compensation Events:</p> <p>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.</p> <p>(b) The Employer modifies the Schedule of Other Contractors in a</p>

		<p>way that affects the work of the Contractor under the Contract.</p> <p>(c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.</p> <p>(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>(e) The Project Manager unreasonably does not approve a subcontract to be let.</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p>
	46.2	If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	46.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	46.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
<b>47. Tax</b>	47.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.
<b>48. Currencies</b>	48.1	Where payments are made in currencies other than the currency of the Employer's country <b>specified in the PCC</b> , the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
<b>49. Price Adjustment</b>	49.1	Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be

		<p>adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:</p> $P_c = A_c + B_c I_{mc}/I_{oc}$ <p>where:  <b>P<sub>c</sub></b> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”  <b>A<sub>c</sub></b> and <b>B<sub>c</sub></b> are coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and  <b>I<sub>mc</sub></b> is the index prevailing at the end of the month being invoiced and <b>I<sub>oc</sub></b> is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”</p>
	49.2	If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
<b>50. Retention</b>	50.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.
	50.2	Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.
<b>51. Liquidated Damage</b>	51.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	51.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.
<b>52. Bonus</b>	52.1	The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
<b>53. Advance Payment</b>	53.1	The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	53.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by



		supplying copies of invoices or other documents to the Project Manager.
	53.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
<b>54. Securities</b>	54.1	The Performance Security, and if so specified in the PCC an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount <b>specified in the PCC</b> , by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
<b>55. Day Works</b>	55.1	If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	55.2	All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	55.3	The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
<b>56. Cost of Repairs</b>	56.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. FINISHING THE CONTRACT

<b>57. Completion</b>	57.1	The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
<b>58. Taking Over</b>	58.1	The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.
<b>59. Final Account</b>	59.1	The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
<b>60. Operating and Maintenance manuals</b>	60.1	If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates <b>stated in the PCC</b> .
	60.2	If the Contractor does not supply the Drawings and/or manuals by the dates <b>stated in the PCC</b> pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount <b>stated in the PCC</b> from payments due to the Contractor.
<b>61. Termination</b>	61.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	61.2	Fundamental breaches of Contract shall include, but shall not be limited to, the following: (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Contractor does not maintain a Security, which is required; (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
	61.3	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	61.4	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
	61.5	When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.
<b>62. Payment upon Termination</b>	62.1	If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value

		of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	62.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate
<b>63. Property</b>	63.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
<b>64. Release from Performance</b>	64.1	If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
<b>65. Suspension of Bank Loan or Credit</b>	65.1	In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> <li>(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.</li> <li>(b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.</li> </ul>

# APPENDIX A

## TO GENERAL CONDITIONS

### Fraud and Corruption

<b>1. Purposes</b>	1.1	The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
<b>2. Requirements</b>	2.1	The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection, and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
	2.2	<p>To this end, the Bank:</p> <p>a. Defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;</p> <p>iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>v. "obstructive practice" is:</p> <p style="padding-left: 40px;">(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p style="padding-left: 40px;">(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.</p> <p>b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance</p>

with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>[1]</sup> (ii) to be a nominated<sup>[2]</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>[3]</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>[1]</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>[2]</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>[3]</sup> Inspections in this context usually are investigative(i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**APPENDIX B**  
**TO GENERAL CONDITIONS**  
**Environmental and Social (ES)**  
**Metrics for Progress Reports**

<p><b>1. Metrics for Regular Reporting</b></p>	<p>1.1</p>	<p><i>Metrics for regular reporting:</i></p> <p><i>a. environmental incidents or non-compliance with contract requirements, including contamination, pollution or damage to ground or water supplies;</i></p> <p><i>b. health and safety incidents, accidents, injuries that require treatment, and all fatalities;</i></p> <p><i>c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);</i></p> <p><i>d. status of all permits and agreements:</i></p> <p>i. work permits: number required, number received, actions taken for those not received;</p> <p>ii. status of permits and consents:</p> <p>    § list areas/facilities with permits required (quarries, asphalt &amp; 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.);</p> <p>    § list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);</p> <p>    § 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);</p> <p>    § for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).</p> <p><i>e. health and safety supervision:</i></p> <p>    i. safety officer: number days worked, number of full inspections &amp; partial inspections, reports to construction/project management;</p> <p>    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);</p> <p><i>f. worker accommodations:</i></p> <p>    i. number of expats housed in accommodations, number of locals;</p> <p>    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.;</p> <p>    iii. actions taken to recommend/require improved conditions, or to improve conditions.</p> <p><i>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);</i></p>
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		<p><i>h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);</i></p> <p><i>i. training:</i></p> <p>i. number of new workers, number receiving induction training, dates of induction training;</p> <p>ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;</p> <p>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.</p> <p>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.</p> <p><i>j. environmental and social supervision:</i></p> <p>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;</p> <p>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</p> <p>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.</p> <p><i>k. Grievances:</i> 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):</p> <p>i. Worker grievances;</p> <p>ii. Community grievances</p> <p><i>l. Traffic, road safety and vehicles/equipment:</i></p> <p>i. traffic and road safety incidents and accidents involving project vehicles &amp; equipment: provide date, location, damage, cause, follow-up;</p>
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		<p>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;</p> <p>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.).</p> <p><i>m. Environmental mitigations and issues (what has been done):</i></p> <p>i. dust: number of working bowzers, number of waterings/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;</p> <p>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;</p> <p>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;</p> <p>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);</p> <p>v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);</p> <p>vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;</p> <p>vii. details of tree plantings and other mitigations required undertaken in the reporting period;</p> <p>viii. details of water and swamp protection mitigations required undertaken in the reporting period.</p> <p><i>n. compliance:</i></p> <p>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;</p> <p>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</p> <p>iii. compliance status of SEA and SH prevention and response</p>
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		<p>action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance</p> <p>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</p> <p>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.</p>
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**APPENDIX C  
TO GENERAL CONDITIONS**

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

**SEA and/or SH Declaration**

We:

- .. (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- .. (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- .. (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
- .. (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.
- .. (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.

***[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]***

***[If (d) or (e) above are applicable, provide the following information:]***

Period of disqualification: From: \_\_\_\_\_ To: \_\_\_\_\_

If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above**)

Name of Employer: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract description: \_\_\_\_\_

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above**) ) *[attach details as appropriate]*.

\_\_\_\_\_

\_\_\_\_\_

Name of the Subcontractor

Name of the person duly authorized to sign on behalf of the Subcontractor

Title of the person signing on behalf of the Subcontractor

Signature of the person named above

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Counter signature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

**SECTION IX: PARTICULAR CONDITIONS OF CONTRACT (PCC)**

## SECTION IX: PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of the Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

PCC Clause	Required Information/Data	GCC Clause	Data/Information to be supplied
<b>A. General</b>			
1.	Financing Institution	1.1(d)	The Financing Institutions is: World Bank
2.	Employer's details	1.1(r)	Employer Name: BUKOBA MUNICIPAL COUNCIL Employer's Address: 284,BUKOBA  Employer's Authorized Representative: Municipal Director, Bukoba Municipal Council
3.	Intended Completion Date	1.1(v)	The Intended Completion Date for the whole of the Works shall be 455 days after contract signing.
4.	Project Manager	1.1(y)	Name of Project Manager: TBD Address of the Project Manager: TBD
5.	Location of the Site	1.1(aa)	The Site is located at Bukoba Municipality and is defined in drawings No. 4.
6.	Contract Start Date	1.1(dd)	The Contract Start Date shall be 15/07/2025 after contract signing.
7.	Summary of Works	1.1(hh)	Works consist of: (i)Construction of Bus Terminal at Kyakailabwa (ii)Construction of Central Market Note: Procurement of the Works under this bid is advertised and will be executed concurrently with other 16 Packages bids under the TACTIC - Tier 2 Project namely Package 1 in Moshi Municipal, Package 1 and Package 2 in Tanga City, Package 1 in Korogwe Town, Package 1 in Musoma Municipality, Package 1 in Bukoba Municipality Package 1 in Bariadi Town, Package 1 in Babati Town, Package 1 in Iringa Municipality, Package 1 in Kibaha Town, Package 1 in Lindi Municipal, Package 1 in Mpanda Municipality, Package 1 in Mtwara Municipality, Package 1 in Njombe Town, Package 1 in Singida Municipality and Package 1 in Shinyanga Municipality. Hence, regarding Award Criteria for Multiple Contracts, the Employer will aggregate minimum requirements for respective packages/bids as specified under the following Evaluation and Qualification Criteria: (i) Access to Financial Resources (Sources of Fund), (ii) Average Annual Turnover, (iii) Specific Experience, (iv) General Experience in Key Activities. With regard to Key Personnel and Equipment, to be awarded multiple contracts, the bidder must present separate sets of Equipment and separate teams of Key Personnel for each Package and Lot.
8.	Sectional Completion of the Works	2.2	Not Applicable.
9.	Other Documents Forming the Contract	2.3(i)	Not Applicable.
10.	Language of Contract	3.1	Language of the contract is English
11.	Law of Contract	3.1	The Law that applies to the contract is the Law of

			Laws of Tanzania
12.	Delegation by Project Manager's Duties	5.1	Not Applicable
13.	Schedule of Other Contractors	8.1	Not Applicable
14.	Minimum Insurance covers	13.1	The minimum insurance amounts and deductibles shall be: a) For loss of or damage to the Works, Plant, and Materials The Tanzanian Shilling 675,000,000. b) For loss of or damage to Equipment The Tanzanian Shilling 96,000,000.00 c) For loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract The Tanzanian Shilling 193,000,000.00 d) For personal injury or death: i) of the contractor's employee The Tanzanian Shilling 116,000,000.00 ii) of other people The Tanzanian Shilling 116000000
15.	Site Data	14.1	The Site data are; Soil and Materials Report
16.	Site Possession Date(s)	20.1	The Site Possession Date shall be within 28 days after submission of Performance Security in the form of Unconditional Bank Guarantee.
17.	Appointing Authority for the Adjudicator	23.1 & 23.2	Appointing Authority for the Adjudicator: National Construction Council (NCC).
18.	Adjudicator's Hourly Rate and Reimbursable fees	24.3	Adjudicator's Hourly rate shall be 200,000.00 and types of reimbursable expenses to be paid to the Adjudicator is/are  1. Cost Of Necessary Travel
19.	Arbitration Procedures	24.4	. "United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules: Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration following the UNCITRAL Arbitration Rules as at present in force."

**B. Time Control**

20.	Program and Progress Reports	30.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
		30.3	The period between Program updates is 28 days.
			The amount to be withheld for late submission of an updated Program is The Tanzanian Shilling20,000,000.00.
			The period for submission of progress reports is 28 days.

**C. Quality Control**

21.	Corrections of Defects	38.1	The Defects Liability Period is 365 days.
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#### D. Cost Control

22.	Value Engineering	42.7	Not Applicable
23.	Currency(ies) of payment	48.1	The currency of the Employer's Country is: The United States dollar and The Tanzanian Shilling.
24.	Price Adjustment	49.1	The Contract "is not" subject to price adjustment in accordance with GCC Clause 45, and the information regarding coefficients "does not" apply.
25.	Retention	50.1	The proportion of payments retained is 10 percentage.
26.	Liquidated Damages	51.1	The liquidated damages amount is 0.1 percent of Contract Price per day. The maximum amount of liquidated damages is 10 percent of Contract Price.
27.	Bonus	52.1	Not Applicable
28.	Advance Payment	53.1	The Advance Payments shall be: 15 percent and shall be paid to the Contractor no later than 56 days.
29.	Securities	54.1	The Performance Security will be in the form of a Performance Security - Bank Guarantee in the amount(s) of 8.00 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.



**E. Finishing the Contract**

30.	Operating and Maintenance Manuals	60.1	The date by which operating, maintenance manuals, and “as built” drawings are required is Contractor is required to submit As Built drawings and operational manuals.
31.	Amount to be Withheld for Failure to Submit As-Built Drawings and Operating Manuals	60.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is [insert amount in local currency] TZS 155000000.</p> <p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is [insert amount in local currency] TZS 155000000.</p>
32.	Number of Days for Maximum Liquidated Damage to be Paid	61.2(g)	The maximum number of days is 100 days
33.	Percentage to Apply (deduction) to the Value of Work not Completed	62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 40 percent.

**SECTION X: CONTRACT FORMS**

**NOTICE OF INTENTION TO AWARD A CONTRACT**  
*(This template is available in the system during the award of the contract)*

**LETTER OF ACCEPTANCE**

*(This template is available in the system during the award of the contract)*

**FORM OF AGREEMENT**

THIS AGREEMENT made

the [insert: **number**] day of [insert: *month*], [insert: *year*].

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of the type of legal entity, for example, an agency of the Ministry of the Government of [insert name of Country of Purchaser], or a corporation incorporated under the laws of [insert name of Country of Purchaser]] and having its principal place of business at [insert address of Purchaser](hereinafter called “the Purchaser”), of the one part, and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert a brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier 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.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:**

**THE PROCURING ENTITY**

Name: .....

(Authorized Representative)

Designation: .....

Signature: .....

Date: .....

**THE CONTRACTOR**

Name: .....

(Authorized Representative)

Designation: .....

Signature: .....

Date: .....

**WITNESS**

Name: .....

Designation: .....

**WITNESS**

Name: .....

Designation: .....

**Signature:**.....

**Signature:**.....

**PERFORMANCE BANK GUARANTEE [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 \_\_\_\_\_(),<sup>1</sup> 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... <sup>2</sup>, 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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<sup>1</sup> 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 (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> 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."

**Advance Payment Security**  
**Demand Guarantee**

*[Guarant or letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

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

**ADVANCE PAYMENT 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 Supplier, 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 *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

( *[insert amount in words]*)<sup>1</sup> 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 either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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 advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified 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 ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

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

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