TENDER AGREEMENT FOR DESIGNING AND BUILDING FOR EXTENSION OF MEDICAL & SURGICAL & NICU INTENSIVE CARE UNIT (ICU) AT BUGANDO MEDICAL CENTRE

PA/161/HQ/W/2021-2022/01

BETWEEN

BUGANDO MEDICAL CENTRE (BMC)

AND

M/S DF MISTRY & CO,

DRAWN BY:
BUGANDO MEDICAL CENTRE (BMC)
P. O. BOX 1370
MWANZ

JANUARY, 2022

PART I: FORM OF AGREEMENT

FORM OF CONTRACT AGREEMENT

This Agreement, made the day of 07 month of JAN Year of 22 between **BUGANDO MEDICAL CENTRE of P.O BOX 1370 MWANZA** (hereinafter called "the Employer")

AND

DF MISTRY & CO. (1974) LTD, P.O.BOX 602, MWANZA (hereinafter called "the Main Contractor") of the other part.

Whereas the contractor will perform his duty in this agreement association with **HOUSING EVELOPMENTS CONSULTANTS AND PLANNERS LTD P.O BOX 866 MWANZA.-Lead Consultant and SPRINT ENGINEERING CONSULTANT LTD –DSM – Sub consultants, Electrical and Mechanical Works.** Whereas the Employer is desirous that the Contractor execute **DESIGNING AND BUILDING FOR EXTENSION OF MEDICAL & NICU& SURGICAL INTENSIVE CARE UNIT (ICU) AT BUGANDO MEDICAL CENTRE** tender no. **PA/161/HQ/W/2021-2022/01** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **TSH 491,725,986 (FOUR HUNDRED NINETY-ONE MILLION SEVEN HUNDRED TWENTY TWENTY-FIVE THOUSAND NINE HUNDRED EIGHTY-SIX) (VAT inclusive)** (hereinafter called "Contract Price").

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

SEALED with the **COMMON SEAL** of the said

BUGANDO MEDICAL CENTRE (BMC) **COMMON SEAL**

.....

Delivered at MWANZA in the presence
Of us this 07 day of JAN 2022

Name: DR. FABIAN A. MASSAGH

Signature: .....

Postal Address: 1370 MWANZA

Designation: DIRECTOR GENERAL

Name (Witness): Cornelius H. Ntungwe

Signature: .....

Postal address: Box 1370 MWANZA

Designation: ADVOCATE

CORNELIUS H NTUNGWELI
Advocate, Notary Public & Commissioner for Oaths
P.O. Box 1370, MWANZA

SEALED with the **COMMON SEAL** of the said

M/S DF MISTRY & CO (1974) LTD **COMMON SEAL**

And **delivered** at MWANZA

.....

In the presence of us this. ..... Day of 2022

Name: Mohamedali Mistry

Signature: .....

Postal Address: P.O Box 602, MZA

Designation: Managing Director

D.F. MISTRY & CO. (1974) LIMITED
dfm
P.O. Box 602, MWANZA - TANZANIA

Name (Witness): Pardeep Kumar

Signature: .....

Postal Address: P.O. Box 602, Mza

PART II: NOTIFICATION LETTER

BUGANDO MEDICAL CENTRE

Consultant and Teaching Hospital

P.O. Box 1370
Mwanza, Tanzania
Telephones 2540610/5
2500513
Fax: 255 – 028 - 2500799
hospbugando@gmail.com
info@bugandomedicalcentre.co.tz

Department of: ADMINISTRATION

Our Ref: *AB.309/386/01/PART "A"/310*

Date: 04/01/2022

TO MANAGING DIRECTOR,
M/S DF MISTRY,
P.O. BOX 602,
MWANZA,

Dear Sir/Madam,

RE: PUBLIC PROCURMENT ACT NO. 70F 2011 SECTION 60-(5) AND REGULATION 231-(6) OF THE RULES 2013.

RE: AWARD OF TENDER NUMBER PA/161/HQ/W/2021-2022/01 FOR DESIGNING AND BULDING FOR EXTENSION OF MEDICAL & SURGICAL INTENSIVE CARE UNITS (ICU) AT BUGANDO MEDICL CENTRE.

Reference is made to the heading above.

The Director General of Bugando Medical Centre, award your company **M/S DF MISTRY, P.O.BOX 602, MWANZA**, tender for **DESIGNING AND BULDING FOR EXTENSION OF MEDICAL & SURGICAL INTENSIVE CARE UNITS (ICU) AT BUGANDO MEDICAL CENTRE** because you met the minimum score requirement as per criteria set in the tender document, at a cost price of **TSH 491, 725,986/=.**

You are requested to contact our company as soon as possible for contract signing.

Sincerely yours,

Dr. Fabian A. Massaga

Director General

PART III: LETTER OF ACCEPTANCE

D.F.MISTRY & CO (1974) LIMITED.

Building & Civil Engineering Contractors.

Kenyatta Road, Plot No. 44
Post Box - 602,
Mwanza, Tanzania.
East Africa.

Tel: Int. +255 28 2500597, 2503184, 2501943
Fax : Int. +255 28 2500262
Mobile: +255 782281626
Email: dfmistry@thenet.co.tz

DFM/ENG/BMC/003/2022 4th January, 2022

The Director General,
Bugando Medical Centre,
P. O. Box 1370,
MWANZA.

Dear Sir,

RE: TENDER NO. PA /161/HQ/W/2021 – 2022/01 – FOR DESIGNING AND BUILDING FOR EXTENTION OF MEDICAL & SURGICAL INTENSIVE CARE UNITS (ICU) AT BUGANDO MEDICAL CENTRE

SUB: ACKNOWLEDGEMENT OF INTENTION TO AWARD

With reference to the above headings and your letter reference No. AB.321/386/01/PART "A"/~~153~~ 25D dated 4th January, 2022 we hereby acknowledge your "Intention to Award".

Thanking you.

Yours faithfully,
D. F. MISTRY & COMPANY (1974) LIMITED.,

BHAVESH M. MISTRY
DIRECTOR

PART IV: EMPLOYER'S REQUIREMENTS

Terms of Reference

PROPOSED EXTENSION OF ICU (INTENSIVE CARE UNITN) AT BUGANDO MEDICAL CENTRE

1.0 Introduction.

Bugando Medical Centre is a Contracting and Tertiary Hospital for the Lake and Western Zones of the United Republic of Tanzania. It is situated along the shores of Lake Victoria in Mwanza City. It has 900 beds and 1200 employees. Being a Zonal Super Specialist Referral Hospital in the Lake Zone known as Bugando Medical Centre Super Specialist Hospital as was published in the Government Gazzette No.46 of 12th November 2010 G.N.No.828 of 12th November, 2010 serving about eight (8) regions namely: -Mwanza, Mara, Kagera, Shinyanga, Tabora, Kigoma, Simiyu and Geita with a catchment population of approximately 16 million people.

The Catholic Church built the hospital between1968 to 1971 and it was officially opened by his Excellency, the late President Julius Kambarage Nyerere on 3rd November 1971. In 1972 the Hospital was nationalized by the government. However, in October 1985 the Government handed back the hospital to the Tanzania Episcopal Conferences of the Catholic Bishops of Tanzania who is the owner. Currently the Hospital is being governed jointly between the Government of the United Republic of Tanzania through the Ministry of Health, Community Development, Gender, Elderly and Children and the Tanzania Episcopal Conference under the Public Private Partnership (PPP)

2.0. SUMMARY OF THE REQUIRED SERVICES

The **Designing and Building for Extension of Medical & NICU& Surgical Intensive Care Unit (ICU) at BMC consists** of two components as described below. These Terms of Reference (TOR) relate to the implementation of two Component of the Project

Component I: Design of project. This component will have sub-components: Sub-component in Phases

2.1.1 Phase I; this phase will include submission of

i. Architectural drawings including sewerage and plumbing facilities in complete sets,
ii. Structural drawings with complete detailing and bar bending schedule.
iii. Electrical and firefighting drawings complete with cable connection from nearby pole
iv. Detailed specifications for the various items of works
v. Water supply scheme design for the building from the source
vi. Detailed cost estimate, BOQ and rate analysis.
vii. Oxgen, medical air and vaccum drawing installations

2.1.2 Phase II: This phase will include submission of

i. Site analysis report provided before site possession
ii. Approved design and All drawing
iii. Shop drawing for the sub-structure and structure planning with consideration of movement of equipment, staff and in-patient
iv. Work plan and working schedule analysis
v. Implementation methodology and Time
vi. Supervision key staff
vii. Working programme (assigned work) for each key staff and other assistance.

2.2 Component II; Structural project. This component will consist of sub-component: Sub-components:

i. Site demolition of exiting build

ii. Sub-structure and Structure work (beams and joists), walling works, Marking the partition walls and Block walling

iii. Installation of roof structure (i.e., decking sheets and roofing sheets), roofing and insulation and fixing of down pipes and gutters

iv. Plaster work, Floor screed and Tiles, Ceiling and painting of build

v. Services Installation Works, and External works

3. Procurement Method, Type of Contract and Defects Liability Period

The following are the details for the method used for procurement of contractors, type of contract and defects liability period for works packages:

Procurement method for works contractors:	Single source procedures as described in the *in Public Procurement Act, No 7 of 2011 with its amendment of 2016 and Public Procurement regulation GN. No.446 of 2013 and Its amendment of 2016, GN No. 333*
Form of Works Contract:	**Contract for designing and construction**
Defect Liability Period:	12 months after the Intended Completion Date for the Works.

4.0 DESIGNING AND BUILDING FOR EXTENSION OF MEDICAL & SURGICAL INTENSIVE CARE UNIT (ICU) AT BMC

4.1 Objective of the Assignment.

The overall objective of the Terms of Reference is to procure construction firm which can undertake designing and building for extension of Medical & Surgical Intensive Care Unit (ICU) at BMC methodology.

5. RESPONSIBILITIES FOR THE CONTRACTING FIRM UNDER THIS TENDER

Scope of the works

The scope of work carried two components

5.1 Schematic and detailed Design of the project

The Contracting firm is expected to undertake full responsibility of the proposed Architectural and Engineering design, submission of bill of quantity (BOQ) with estimated cost, proposed work plan, Erection of work and construction, which include, but not limited to the following: -

5.2 Structural of the projects and construction

Also, Contractor undertakes to do all and complete structural analysis for all high movement of people and heavy medical equipment and prepare details drawing for construction (Structural drawings) for the two projects. However, detailed professional engineering design such as electrical, mechanical, plumbing systems design and all other necessary information which will form part of this activity.

Furthermore, development shall involve, but not limited to the Architectural drawings, landscape and interior design.

The contractor shall under take all the construction works as per approved BOQ. the rates in the BOQ shall include materials and labor charges

6. RESPONSIBILITIES FOR THE CLIENT UNDER THIS TENDER

6.1. Project Management/Supervision

The client shall appoint the project manager

6.2. Project technical review Team

The client shall appoint the technical review team for evaluating the work procedure by ensure effectiveness; efficiency and value for money are occupied in consideration of provided contract. Also, should coordinate with Project Manager on supervision and performance of project if are adhered and comply with agreement. Check and ensure that Contractors adequately mobilize key staff, on-site construction personnel teams and supply all equipment and plant as per the requirements of the design and construction contracts and ensure that all such items/personnel remain on site until no longer required.

7. Output and Deliverables

7.1. Phase I: Scheme design and detailed drawing.

BMC expect the following within the specified time of eight months (8) which include design and building during defect liability period of one year after project completion:

- Architectural (Scheme drawings, which are to be presented to the Client pre to construction drawings)
- Detailed Architectural drawings.
- Detailed Structural drawings.
- Detailed Electrical drawings.
- Detailed mechanical drawings.
- Geotechnical engineering survey and soil test result.
- Detailed technical and material specification.
- Bills of Quantity

7.2. Phase II building/construction stage.

7.2.1 Site handover and preparation of working drawing

- Preparation of working drawing
- Preparation of shop drawings.
- Mark-out the buildings within the site as per agreements

7.2.2 Preparation of Implementation schedule

The contractors proposed implantation schedule shall be reviewed thoroughly by the project manager Interrelations between the various activities shall be carefully reviewed particularly with respect to time allocation, commencement and completion dates. At the end of this procedure, an agreed implementation schedule should be provided by the Contractor to the satisfactions of all parties.

7.2.3 Caring out the Construction Works.

The Contracting firm should provide the necessary staff to be employed during the period of implementation in the Executive and Supervisory Capacities in respect of the construction contract. The Contracting firm will not delegate any duties and powers or any of his supervisory in respect of the implementation of this project.

- It shall be the responsibility of the Contracting firm to supervise all site operations on and to ensure that the works are carried out in a proper workmanship and expeditious manner and in accordance with the contract documents and completed within the time limits.
- The Contracting firm shall propose, and seek approval from the client/project manager, as the case may be below; -
  - ✓ construction plant and equipment
  - ✓ Material of construction
  - ✓ Concrete testing, procedures and results
  - ✓ Construction of site works, concrete structures, steel structures, finishing, mechanical and electrical works and other utilities as required in the architectural drawings to ensure conformity with construction Contract and that work can be carried out safely and in accordance with recognized and acceptable high standards and practices

7.2.4 Issue of Instructions to the contracting firm

These services shall relate to the fulfillment of the contractor(s) duties from drawing up to approval of the work program till the completion of works. The services shall include seeking field instructions in writing as required relating to;-

- Quality of material used in the works
- Equipment and methods of construction
- Supervision, checking and testing of works carried out
- Clarification of drawings and specifications
- Progress of the works to ensure that the work program is adhered to.

The project manager shall not give any instructions which in his opinion are likely to increase the cost of works without the prior approval of the Client/Employer.

7.2.5 Competences and Qualification

The Consulting firm must show evidence of competence in the form of experience and skill in engineering design, architectural design including landscape and interior design, and professional project management.

BMC management expects the Contracting firm to have the following competencies/qualifications in order to manage the assignment adequately:

8.0. General Qualification

Should cover the general experience of staff/person (total duration of professional activity), level of education and training, legal status, description of similar assignment, position held by the candidates in the organization and their experience in reviewing and developing existing development projects. The Contracting Firm in this case he shall mandatorily be required to submit to the Employer a list containing names of senior staff personnel with copies of their Certified credentials who shall be responsible for direct implementation of the project on site and the

Managing Director/Manager shall be the overall supervisor and he shall personally supervise the project from time.

The Contracting firm shall mandatorily be required to present to the employer a list of Institutions and companies who shall act as sub-contractors

9.0. Project Administration.

BMC shall administer implementation of the project and shall be obliged to provide all the necessary available information and resources that may be requested by the Consultant.

10. Advice to the Beneficiary/Client on Progress of work.

It is of utmost importance that the progress of the works is in accordance with the programmed implementation schedule since the timely implementation of the project necessitates the strict adherence to the approved timetable. The Contracting firm shall keep the beneficiary/Employer advised continuously as to work progress on a weekly basis with a written report. If any deviation from the implementation schedule occurs, the Contracting firm shall immediately inform the beneficiary/Employer about the necessary measures to be taken to avoid unnecessary delay of the project completion.

11. Inspection and Testing of Works

At all stages of implementation, the Contracting firm shall carry out regular inspection of material and workmanship and acceptance test on his own cost to ensure compliance with specifications. Where work on site at any time during the implementation does not meet the requirements and standards of the specifications in the architectural drawings and designs, the Contracting firm shall order the removal or rectification of the defaulted work and shall carry out inspection at time of substantial completion of the works and arrange for issue of the initial hand-over certificate in coordination with the beneficiary/Employer.

Shall undertake periodic inspection during the defects liability period and notify the clients and contractors of any defect on the construction works, and supervising their repair. Following the expiry of the defect liability period

11.1. Reporting / Meeting

The Contracting firm shall keep the beneficiary and the project manager continually informed on the progress of the works and all budgetary and financial matters pertaining to the project on weekly basis, by submitting to him the following reports;-

- By compiling a Monthly progress reports including but not limited to information on measurement of works executed, equipment and material supplied to site, used and/or stored, quality test on earthworks, concrete works, construction material and equipment, labor force Final report on completion of works and/or contracting assignment. Also final progress report, defect liability report, operational and maintenance report and quality assurances and quality control report and environmental and safety impact assessments.

11.2. Cost and Time

Total fees and proposed term of payment for this assignment to the Contracting shall be five (5%) per centum of the contract price and shall be payable by BMC In accordance to the terms to be stipulated in the Contract.

11.3 Approval of Payment Certificates.

- The Contracting shall, work in parallel with the project manager and make field measurement of all works done which will be required for checking
- Prepare statement and final statement within the time specified in the contract and forward to the project manager for arranging payment.
- The Contracting firm shall, during the course of works keep accurate records of all dates and quantities of work carried out, all payment made to the contracting firm and all material and equipment supplied to the site.

11.4. Delivery to the Beneficiary "As Built" Drawings.

The Contracting firm shall at the completion of the project, provide the Beneficiary/employer (BMC) free of charge a full copy of the "As-Built" drawing which are recording any changes in the original work drawings.

12. Conclusion.

Both parties BMC and Contracting firm acknowledge that should have access to proprietary information which may be disclosed to the other party in the process of executing the Project regarding the business operations of the other, they both agree to keep all such information secret and confidential and shall not use or disclose any such information to any individual or organization without the other parties prior written consent and approval to that use.

1: Design Proposal

The Bidder shall prepare the following documents that will form the Design Proposal:

1. Preliminary Engineering Design report with a detailed Book of drawings attached.
   a) The Preliminary Design report shall include all elements of the Works specified in the Employer's Requirements.
   b) The Preliminary engineering design report shall have a summary page stating the pavement structure offer with a corresponding typical road cross-section. The summary page shall also highlight areas where the bidder's engineering design offer is an improvement of or departure from the concept design provided by the Employer.
   c) The Bidder shall provide a pavement structure offer with a corresponding typical road cross-section. Bids with either no pavement structure offer or whose pavement structure offer does not meet the minimum requirements outlined in the Employer's requirement shall be rejected.
   d) Drawings scales shall range from 1:100 to 1:500, or as otherwise specified in the Employer's Requirements.
   e) For the purpose of this clause, an improvement in the concept design shall constitute either of the following; an offer on a superior pavement structure than implied in the Employer's requirement, an offer on a superior non-motorized traffic facility than implied in the Employer's requirement; an offer in a superior road safety measure than implied in the Employer's requirement.
2. Commentary on the Employer's Requirements, including status of the information available and relevant design issues for the Works, detailing how the critical requirements will be achieved.

3. Comments on any errors or defects noted in the Employer's Requirements, along with details of any exceptions taken from the Employer's Requirements. However, the Employer will not be

responsible for any error, inaccuracy or omission of any kind in the Employers requirements.

4. Detailed Design Proposal comprising of a discussion of how the Bidder proposes to develop the design at key stages, including a commentary on any necessary mapping and/or survey work and the proposed design methodology for key elements of the Works.
5. Environmental and Social Impact Mitigation Proposal comprising of a discussion of how the Bidder proposes to incorporate environmental and social considerations, including the prevention of negative impacts, minimization of resettlement, and inclusion of mitigation measures and health and safety concerns into the design, including proposed methods for coordinating design work with concurrent environmental management plan and resettlement planning documents; e.g. resettlement policy framework or resettlement action plan (if required) development.

   Note: For the avoidance of doubt, resettlement of any persons pursuant to the resettlement action plan shall be the responsibility of the Employer. Name, qualifications, and particulars of the Design Partner and designers in charge of the design of the Works.
7. Proposed names of suppliers and details for all essential equipment items, including but not limited to such items as [insert list as may be appropriate]. Manufacturers' brochures and details of the main items and equipment, especially those listed above, and indication of availability when needed in the general project timeframe, respectively, shall accompany specifications.

8. Establish schedules and flow charts for all activities, including mitigation measures for adverse environmental and social impacts, taking into consideration the work programme submitted by the Contactors.

2: Construction Method Proposal

The bidder shall set out details of the **Proposed Method of construction for the Works** to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

(a) Construction Methodology proposal comprising of details of the arrangements and methods which the Bidder proposes to adopt for the construction of the various stages of the designed Works including the structures and various pavement layers, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Appendix to Bid.

(b) Site access coordination proposal outlining the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.

(c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.

(d) Commentary on any offshore or waterfront aspects of the Works.

(e) Logistics and traffic management plan proposal [as may be appropriate.

(f) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.

(g) Material testing proposal outlining the arrangements, which the Bidder proposes for testing of materials for construction and testing upon completion as called for in the Employer's Requirements.

(h) Training of Employer's staff proposal outlining the arrangements, which the Bidder proposes for conducting training as specified in the Employer's Requirements.

(i) Hand-over of completed works proposal outlining the arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.

(j) Quality Assurance plan and control proposal outlining the quality assurance plans and quality controls, including the teams to be involved.

(k) Anything else, as PE may deem it appropriate.

3: Program and Schedule

The bidder shall set out a detailed Program and Schedule for design and construction of the Works to be undertaken, including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Employer's Requirements and shall address the following:

(a) Details of the proposed schedule for design of the Works, including the submission of design documents, review, and approval of the design by the Engineer.

(b) Details of the proposed schedule for permitting processes that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.

(c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the major milestones and the critical path.

(d) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.

(e) Other proposed measures as may be appropriate

4: Cash Flow Projection

The bidder shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, both the percent of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount per month. The Cash Flow Projection shall address the following, taking into consideration payment of the Advance Payment, amortization of the Advance Payment, withholding of the Retention, and release of the Retention:

(a) The periodic payments by milestones for the design and construction of the Works.

(b) The periodic payments based on measurement for the construction of the Works, as applicable.

(c) If there are multiple lots or sections, add as may be appropriate.

Note: Include (b) in the event that, in addition to the Schedule of Prices, there is one or more Bill(s) of Quantities and measurement of some or all of the quantities of the Works.

5: Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section V [Evaluation and Qualification Criteria]. A separate form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of Manufacture	Mode and power rating
	Capacity	Year of Manufacture
Current Status	Current Location	
	Details of current commitments	
Source	Indicate source of the equipment owned ☐ Rented ☐ Leased Specially manufactures	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	fax	Telex
Agreement	Details of rental/lease/manufacture agreements specific to the project	

6: Project Management Organization

The Bidder shall set out details of the Project Management Organization, together with identification and Curriculum Vitae ("CV") for each key member for each component of the Project.

CVs are provided for the key personnel for the following positions, using the forms provided in 7:

No.	Position	Total related Work similar experience (years)	Experience in Similar Design or/and Works (years)
1	Designer	10 years	10 similarities designing
2	Site Engineer (Team leader)	10 year	10 similarities works
3	Structural Engineer	10 years	10 similarities works
4	QS	10 year	10 similarities works
5	Service Engineers (Electrical & Fire Fighting, Plumbing, ICT, Medical Gas Installation)	10 years	10 similarities works

In particular, the Bidder must provide the names and particulars of the individuals from the proposed design partner to prepare the design of the Works.

In addition, the Bidder shall provide the following information:

(a) Organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;

(b) Plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;

(c) Data management plan in accordance with the Employer's Requirements, describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawings, etc.



7: Key Personnel

CURRICULUM VITAE (CV)

Key personnel to be designated for the project taking into consideration the estimated scope and commencement period

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to... For references: Tel...../e-mail.....; Mr. deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

The applicant shall submit the following: ☐ Proposed organization chart ☐ CV for proposed Engineering Staff (i.e., Project Manager, Site Agent, etc...) [All CVs of Key Personnel must be signed and dated by them during the Bid preparation period.]

8: Environmental & Social Impact Documents

The Bidder shall provide the documents below to show that it has in place sufficient environmental and social documents and awareness to be able to perform responsibilities in accordance with the National Environment Management Council (NEMC) Environmental Guidelines and the Employer's Country's Environmental Laws.

The successful Bidder will be required to design and carry out the Works in accordance with NEMC Environmental Guidelines, including social and resettlement guidance, Tanzanian Laws on Gender Policy, and environmental requirements of the Employer's Government as well as the Site specific Environmental Management Plan (EMP), to be prepared by it following Contract award, and approved by the Engineer, on the basis of the Employer's EMP.

The Bidder shall demonstrate in a narrative section of its Technical Offer that it possesses a high level of Environmental and Social ("E&S") management expertise and can successfully manage the E&S risks associated with the implementation of the proposed Works, as follows:

(a) Provide examples of Site-specific E&S management plans developed by the Bidder for similar work over the last five (5) years;

(b) Provide examples of project-specific environmental management specifications developed by the bidder for similar work over the last five (5) years;

(c) Demonstrate a successful record implementing effective E&S mitigation measures on similar projects over the last five (5) years;

(d) Describe proposed E&S staffing, roles and responsibilities, and management structure;

(e) Describe the proposed approach to managing E&S impacts during implementation of this project, including a description of the mitigation measures that will be used and international E&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical E&S issues related to the project; and

(f) Provide two (2) references regarding the Bidder's development of Site-specific EMPs and successful implementation of E&S mitigation measures.

9: Health & Safety Documents

The Bidder shall provide documents to show that it has in place sufficient safety policy documents and safety awareness to be able to perform their responsibilities in a safe and competent manner.

The successful Bidder will be required to design and carry out the Works in accordance with the Site-specific Health and Safety Plan to be developed by it following Contract award, and approved by the Engineer, based on the Employer's Requirements provided in Section IV.

The Bidder shall demonstrate in a narrative section of its Technical Offer that its possesses a high level of Health and Safety ("H&S") management expertise and can successfully manage the H&S risks related to the implementation of the Works. To demonstrate, the Bidder shall provide the following:

(a) Provide examples of H&S management plans developed by the Bidder for similar work over the last five (5) years;

(b) Demonstrate a successful record implementing effective H&S mitigation measures on similar projects over the last five (5) years;

(c) Describe proposed H&S staffing, roles and responsibilities, and management structure;

(d) Describe the proposed approach to managing H&S impacts during implementation of the Works, including a summary of mitigation measures that will be used and international H&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical H&S issues related to the project; and

(e) Provide two (2) references regarding the Bidder's development of H&S plans and successful implementation of H&S mitigation measures.

10: Quality Assurance Requirements

Quality management system, describing the basis and operation of the proposed quality management system, including management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions and feedback and.



PART V: GENERAL CONDITIONS OF CONTRACT (GCC)

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A. General Provisions	
1.1 Definition	In these Conditions of Contract, (General Conditions and Special Conditions), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 The Contract	"**Contract**" means the Contract entered between the Employer and the Contractor for design and construction of works. "**Letter of Acceptance**" means the letter of formal acceptance of the bid, signed by the Employer and communicated to the Contractor. "**Form of Bid**" means the document entitled Form of Bid, which was completed by the Contractor and includes the signed offer to the Employer for the works. "**Employer's Requirement**" means the document entitled Employer's Requirement, as included in the Contract, and any additions and modifications to the Employer's Requirement in accordance with the

	Contract. Such document specifies the Works. "**Drawings**" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. "**Schedules**" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. "**Bid**" means the Form of Bid and all other documents which the Contractor submitted with the Form of Bid, as included in the Contract. "**Bill of Quantities**" and "**Day Work Schedule**" and "**Schedule of Payment Currencies**" mean the documents so named (if any) which are comprised in the Schedules.
1.1.2 Parties and Persons	"**Party**" means the Employer or the Contractor, as the context requires. "**Employer**" means the person named as Employer in the **Special Conditions of**

	Contracts (SCC) and the legal successors in title to this person. "**Contractor**" means the person(s) named as contractor in the Form of Bid accepted by the Employer and the legal successors in title to this person(s). "**Project Manager**" means the person appointed by the Employer to act as the Project Manager for the purposes of the Contract and named in the **SCC**, or other person appointed from time to time by the Employer and notified to the Contractor under GCC 3.4 [Replacement of the Project Manager]. "**Contractor's Representative**" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under GCC 4.3 [Contractor's Representative], who acts on behalf of the Contractor. "**Employer's Personnel**" means the Project Manager, the assistants referred to in GCC 3.2 [Delegation by the Project Manager] and all other staff, labour and other employees of the Project Manager and of the Employer; and any other personnel notified to the Contractor, by

	the Employer or the Project Manager, as Employer's Personnel. "**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. "**Subcontractor**" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons. "**Dispute Adjudication Panel (DAP)**" means the person or three persons appointed under GCC 20.3 [Appointment of the Dispute Board] or GCC 20.3 [Failure to Agree on the Composition of the Dispute Board]
1.1.3 Dates, Tests, Periods and Completion	"**Base Date**" means the date 28 days prior to the latest date for submission of the Bid. "**Commencement Date**" means the date notified under GCC 8.1 [Commencement of Works].

	"**Time for Completion**" means the time for completing the Works or a Section (as the case may be) under GCC 8.2 [Time for Completion], as stated in the SCC (with any extension under GCC 8.4 [Extension of Time for Completion]), calculated from the Commencement Date. "**Tests on Completion**" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under GCC 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer. "**Taking-Over Certificate**" means a certificate issued under GCC 10 [Employer's Taking Over]. "**Tests after Completion**" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Employer's Requirement after the Works or a Section (as the case may be) are taken over by the Employer. "**Defects Liability Period**" means the period for notifying defects in the Works or a Section (as the case may be) under GCC 11.1 [Completion of Outstanding

	Work and Remedying Defects], which extends over twelve months except if otherwise stated in the SCC (with any extension under GCC 11.3 [Extension of Defects Liability Period]), calculated from the date on which the Works or Section is completed as certified under GCC 10.1 [Taking Over of the Works and Sections]. "**Performance Certificate**" means the certificate issued under GCC 11.9 [Performance Certificate]. "**day**" means a calendar day and "year" means 365 days.
1.1.4 Money and Payments	"**Accepted Contract Amount**" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. "**Contract Price**" means the price defined in GCC 14.1 [The Contract Price], and includes adjustments in accordance with the Contract. "**Cost**" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

	"Final Payment Certificate" means the payment certificate issued under GCC 14.13 [Issue of Final Payment Certificate]. "**Final Statement**" means the statement defined in GCC 14.11 [Application for Final Payment Certificate]. "**Foreign Currency**" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency. "**Interim Payment Certificate**" means a payment certificate issued under GCC 14 [Contract Price and Payment], other than the Final Payment Certificate. "**Currency**" means the currency of the Country. "**Payment Certificate**" means a payment certificate issued under GCC 14 [Contract Price and Payment]. "**Provisional Sum**" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under GCC 13.5 [Provisional Sums].

	"**Retention Money**" means the accumulated retention moneys which the Employer retains under GCC 14.3 [Application for Interim Payment Certificates] and pays under GCC 14.9 [Payment of Retention Money]. "**Statement**" means a statement submitted by the Contractor as part of an application, under GCC 14 [Contract Price and Payment], for a payment certificate.
1.1.5 Works and Goods	"**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works. "**Goods**" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if

	any) to be supplied by the Contractor under the Contract. "**Permanent** Works" means the permanent works to be executed by the Contractor under the Contract. "**Plant**" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works. "**Section**" means a part of the Works specified **in the SCC** as a Section (if any). "**Temporary Works**" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects. "**Works**" mean the Permanent Works and the Temporary Works, or either of them as appropriate.
1.1.6 Other Definitions	"**Contractor's Documents**" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a

	technical nature (if any) supplied by the Contractor under the Contract. "**Country**" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed. "**Employer's Equipment**" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer's Requirement; but does not include Plant which has not been taken over by the Employer. "**Force Majeure**" is defined in GCC 19 [Force Majeure]. "**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. "**Performance Security**" means the security (or securities, if any) under GCC 4.2 [Performance Security]. "**Site**" means the place stated in the SCC where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials

	are to be delivered and any other places as may be specified in the SCC as forming part of the Site. "**Unforeseeable**" means not reasonably foreseeable by an experienced contractor by the Base Date. "**Variation**" means any change to the Works, which is instructed or approved as a variation under GCC 13 [Variations and Adjustments].
1.2 Interpretation	In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree," "agreed" or "agreement" require the agreement to be record in writing; (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

	(e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents" The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
1.3 Communications	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 received by the concerned party. The language for communications shall be **English**
1.4 Governing Language and Law	The governing language of the Contract shall be **English.** The Contract shall be governed by the laws of **Tanzania**
1.5 Priority of Documents	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) Form of Agreement; (b) the Letter of Acceptance;

	(c) Minutes of negotiations and addenda (if any); (d) the Form of Bid; (e) the Special Conditions of Contract; (f) these General Conditions of Contract; (g) the Employer's Requirements and Drawings (if any); (h) the Schedules; (i) Contractor's Proposal; and (j) any other documents listed **in the SCC** forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.
1.6 Assignment	The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor: (a) may assign the whole or any part with the prior consent in writing of the Employer; and (b) may, as security in favour of a bank or financial institution, assign its

	(e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents" The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
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	(c) Minutes of negotiations and addenda (if any); (d) the Form of Bid; (e) the Special Conditions of Contract; (f) these General Conditions of Contract; (g) the Employer's Requirements and Drawings (if any); (h) the Schedules; (i) Contractor's Proposal; and (j) any other documents listed **in the SCC** forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.
1.6 Assignment	The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor: (a) may assign the whole or any part with the prior consent in writing of the Employer; and (b) may, as security in favour of a bank or financial institution, assign its

	right to any moneys due, or to become due, under the Contract.
1.7 Care and Supply of Documents	Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager number of copies of Contractor's Documents stated **in the SCC**. The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Employer's Requirements, the Contractor's Documents including Drawings and approved Variations and other communications given under the Contract. Authorized personnel of the Employer shall have the right to access to the aforementioned documents at all reasonable times. If a Party becomes aware of an error or defect of technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
1.8 Error in the Employer's Requirements	If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer requirements, and

	experienced Contractor exercising due care would not have discovered the error when scrutinizing the employer's requirements under GCC 5.1 (General Design Obligations), the contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 (contractor's claims) to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.
1.9 Employer's Use of Contractor's Documents	The Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including

	making and using modifications of them. This licence shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. The Contractor's Documents and other design documents made by the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes

	other than those permitted under this GCC.
1.10 Contractor's Use of Employer's Documents	The Employer shall retain the copyright and other intellectual property rights in the Employer's requirements including Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
1.11 Confidential Details	The Contractor shall disclose all such confidential and other information as may be reasonably required by the Employer in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
1.12 Compliance with Laws	The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the SCC: (a) the Employer shall have obtained (or shall obtain) the planning, zoning, or similar permission for the Permanent Works, and any

	other permissions described in the Employer's Requirement as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the design, execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
1.13 Taxes and Duties	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law unless otherwise stated **in the SCC**.
1.14 Joint and Several Liability	If the Contractor constitutes a joint venture, consortium, association of firms

	or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
1.15 Instructions, Inspections and Audits	The Employer's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction. If the Project Manager instructs the contractor to carry out a test not specified in the Employer's Requirement to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

	The Contractor shall permit the Funding Source named **in the SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.
B. The Employer	
2.1 Right of Access to the Site	The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) **stated in the SCC**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received. If no such time is stated in the SCC, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the

	programme submitted under GCC 8.3 [Programme]. If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time and any associated costs.
2.2 Permits, Licences or Approvals	The Employer shall provide, at the request of the Contractor, such

	reasonable assistance as to allow the Contractor to obtain properly: (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and (b) any permits, licences or approvals required by the Laws of the Country: (i) which the Contractor is required to obtain under GCC 1.12 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel	The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site: (a) co-operate with the Contractor's efforts under GCC 4.6 [Co-operation], and (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of GCC 4.8 [Safety Procedures] and under GCC 4.18 [Protection of the Environment].
2.4 Suspension of Financing	If the Government has notified the Employer that the Government has suspended funds, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Project Manager, within 7 days of the Employer having received the suspension notification from the Government. In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:

	(a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) working days, the Parties shall mutually agree on the future events of the Contract
2.5 Employer's Claims	If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Project Manager shall give notice and particulars to the Contractor. However, notice is not required for payments due under GCC 4.19 [Electricity, Water and Gas], under GCC 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor. The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

	The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Project Manager shall then proceed in accordance with GCC 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Liability Period in accordance with GCC 11.3 [Extension of Defects Liability Period]. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this GCC.
C. The Project Manager	
3.1 Project Manager's Appointment, Duties and Authority	The Employer shall appoint the Project Manager who shall carry out the duties assigned to him in the Contract. The Project Manager shall be an independent legal entity or firm duly registered by relevant professional bodies in Tanzania

	and contracted by the Employer. The Project Manager's staff shall include suitably qualified Architects/Engineers and other professionals who are competent to carry out these duties. The Project Manager shall have no authority to amend the Contract without approval of the Employer. The Project Manager may exercise the authority attributable to the Project Manager as specified in or necessarily to be implied from the Contract. Notwithstanding the provisions of this Contract, if the Project Manager is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as **stated in the SCC**. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Project Manager. However, whenever the Project Manager exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Project Manager shall seek and obtain a written approval of the Employer. Except as otherwise stated in these Conditions:

	(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall be deemed to act for the Employer; (b) the Project Manager has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Project Manager (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances. (d) Any act by the Project Manager in response to a Contractor's request, except otherwise expressly specified, shall be notified in writing to the Contractor within the period stated **in the SCC**. Provided that such time shall not exceed 28 days from receipt of the request. The following provisions shall apply:

	The Project Manager shall obtain the specific approval of the Employer before taking action under the following GCCs of these Conditions: (a) GCC 4.12 [Unforeseeable Physical Conditions]: Agreeing or determining an extension of time and/or additional cost. (b) GCC 13.1 [Right to Vary]: Instructing a Variation, except; (i) in an emergency situation as determined by the Project Manager, or (ii) if such a Variation would not increase the total Contract Amount (c) GCC 13.3 [Variation Procedure]: Approving a proposal for Variation submitted by the Contractor in accordance with GCC 13.1 or 13.2. (d) GCC 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies. (e) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Project Manager, an emergency occurs

	affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Project Manager, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Project Manager. The Project Manager shall determine an addition to the Contract Price, in respect of such instruction, in accordance with GCC 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer.
3.2 Delegation by the Project Manager	The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident Architect/Engineer and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect

	until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Project Manager shall not delegate the authority to determine any matter in accordance with GCC 3.5 [Determinations]. Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in GCC 1.4 [Law and Language]. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Project Manager. However: (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Project

	Manager to reject the work, Plant or Materials; (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Project Manager, who shall promptly confirm, reverse or vary the determination or instruction.
3.3 Instructions of the Project Manager	The Project Manager may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Project Manager, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, GCC 13 [Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Project Manager or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Project Manager or a delegated assistant:

	(a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Project Manager or delegated assistant (as the case may be).
3.4 Replacement of the Project Manager	Notwithstanding GCC 3.1, if the Employer intends to replace the Project Manager, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Project Manager. If the Contractor considers the intended replacement Project Manager to be unsuitable, he has the right to raise reasonable objection against him by notice to the Employer, with supporting particulars, and the Employer shall give consideration to this objection.
3.5 Determinations	Whenever these Conditions provide that the Project Manager shall proceed in

	accordance with this GCC 3.5 to agree or determine any matter, the Project Manager shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Manager shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Project Manager shall give notice to both Parties of each agreement or determination, with supporting particulars within 14 working days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under GCC 20 [Claims, Disputes and Arbitration].
D. The Contractor	
4.1 Contractor's General Obligations	The Contractor shall design, execute and complete the Works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and

	services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. The works shall include any work which is necessary to satisfy the Employer's Requirements, contractor's proposal and Schedules, or is implied by the contract, and all works which (although not mentioned in the contract) are necessary for stability or for the completion, or safe and proper operation, of the works. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.
4.2 Performance Security	The Contractor shall obtain (at his cost) a Performance Security for proper

	performance, in the form, amount and currencies stated **in the SCC**. The Contractor shall deliver the Performance Security to the Employer within 14 working days after receiving the Letter of Acceptance, and shall send a copy to the Project Manager. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed **to the SCC** or in another form approved by the Employer. The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied. The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is

	entitled under the Contract in the event of: a) failure by the Contractor to extend the validity of the performance security as described in the preceding paragraph, in which event the Employer may claim the full amount of the performance security; b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under GCC 2.5 [Employer's Claims] or GCC 20 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination, c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied, or d) Circumstances which entitle the Employer to termination under GCC 15.2 [Termination by Employer], irrespective of whether notice of termination has been given. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses)

	resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.
4.3 Contractor's Representative	The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Project Manager for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment. The Contractor shall not, without the prior consent of the Project Manager, revoke

	the appointment of the Contractor's Representative or appoint a replacement. The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Project Manager's prior consent, and the Project Manager shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under GCC 3.3 [Instructions of the Project Manager]. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Project Manager has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for

	communications defined in GCC 1.4 [Law and Language].
4.4 Subcontractors	The Contractor shall not subcontract the whole of the Works. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise **stated in the SCC**: (a) the Contractor shall not be required to obtain consent to suppliers of Materials, or to a subcontract for which the Subcontractor is named in the Contract; (b) the prior consent of the Project Manager shall be obtained to other proposed Subcontractors; (c) the Contractor shall give the Project Manager not less than 28 days notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
4.5 Nominated Subcontractors	In this GCC, "nominated Subcontractor" means a Subcontractor whom the **Project Manager**, under GCC 13 [Variations and Adjustments], instructs the Contractor to employ as a

	Subcontractor. The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars.
4.6 Co-operation	The Contractor shall, as specified in the Contract or as instructed by the Project Manager, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction may constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

	The Contractor shall be responsible for his construction activities on the Site, and shall co-ordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Project Manager in the time and manner stated in the Employer's Requirements.
4.7 Setting Out	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Project Manager. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

	If the Contractor suffers delay and/or incurs cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or cost, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.
4.8 Safety Procedures	The Contractor shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary

	obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under GCC 10 [Employer's Taking Over], and (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
4.9 Quality Assurance	The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Project Manager shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Project Manager, evidence of the prior approval

	by the Contractor himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
4.10 Site Data	The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data. To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as

	to all relevant matters, including (without limitation): (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
4.11 Sufficiency of the Accepted Contract Amount	The Contractor shall be deemed to: (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in GCC 4.10 [Site Data] and any further

	data relevant to the Contractor's design. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.
4.12 Unforeseeable Physical Conditions	In this GCC, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Project Manager as soon as practicable. This notice shall describe the physical conditions, so that they can be inspected by the Project Manager, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as

	are appropriate for the physical conditions, and shall comply with any instructions which the Project Manager may give. If an instruction constitutes a Variation, GCC 13 [Variations and Adjustments] shall apply. If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor may be entitled subject to notice under GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for any such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Project Manager may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and

	to the extent that these more favourable conditions were encountered, the Project Manager may proceed in accordance with GCC 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price. The Project Manager may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.
4.13 Rights of Way and Facilities	The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference	The Contractor shall not interfere unnecessarily or improperly with: (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others. The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
4.15 Access Route	The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any

	maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; (d) the Employer does not guarantee the suitability or availability of particular access routes; and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
4.16 Transport of Goods	Unless otherwise stated **in the SCC**: (a) the Contractor shall give the Project Manager not less than 21 days notice of the date on which any Plant or a major item of other Goods will be delivered to the Site; (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and

	protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.
4.17 Contractor's Equipment	The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Project Manager. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
4.18 Protection of the Environment	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that emissions, surface discharges and

	effluent from the Contractor's activities shall not exceed the values stated in the Employer's Requirement or prescribed by applicable Laws.
4.19 Electricity, Water and Gas	The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Employer's Requirements, for the tests. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Employer's Requirement. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed. The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Project Manager in accordance with GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials	The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Schedule of Prices. Unless otherwise stated in the Employer's Requirement: (a) the Employer shall be responsible for the Employer's Equipment, except that (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it. The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Project Manager in accordance with GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer. The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Employer's Requirement. The Employer shall, at his risk and cost, provide these materials at the time and place specified

	in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default. After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports	Unless otherwise stated **in the SCC**, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 working days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include: (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in GCC 4.5 [Nominated Subcontractors]), (b) photographs showing the status of manufacture and of progress on the Site;

	(c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; (d) the details described in GCC 6.10 [Records of Contractor's Personnel and Equipment]; (e) copies of quality assurance documents, test results and certificates of Materials; (f) list of notices given under GCC 2.5 [Employer's Claims] and notices given under GCC 20.1 [Contractor's Claims]; (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and (h) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in

	accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
4.22 Security of the Site	Unless otherwise stated **in the SCC**: (a) The Contractor shall be responsible for security of the site; (b) the Contractor shall be responsible for keeping unauthorised persons off the Site; and (c) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Project Manager, as authorised personnel of the Employer's other contractors on the Site.
4.23 Contractor's Operations on Site	The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Project Manager as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

	During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required. Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.
4.24 Fossils	All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be the absolute property of the Employer and the Contractor shall

	take reasonable precautions to prevent his workers or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager as to the disposal of the same. The Contractor shall, upon discovery of any such finding, promptly give notice to the Project Manager, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.

E. Design

5.1 General Design Obligations	The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are Architects/engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements. Unless otherwise stated in the Contract, the Contractor shall submit to the Project Manager for consent the name and particulars of each proposed designer and design Subcontractor. The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Project Manager at all reasonable times, until the expiry date of the relevant Defects Liability Period. Upon receiving notice under GCC 8.1 [Commencement of Works], the Contractor shall scrutinise the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in GCC 4.7 [Setting Out]. Within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Project Manager of

	any error, fault or other defect found in the Employer's Requirements or these items of reference. After receiving this notice, the Project Manager shall determine whether GCC 13 [Variation s and Adjustments] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.

5.2 Contractor's Documents	The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in GCC 5.6 [As-Built Documents] and GCC 5.7 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in GCC 1.4 [Law and Language]. The Contractor shall prepare all Contractors' Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel. The Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared. If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Project Manager for review and/or for approval, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this GCC, (i) "review period" means the period required by the Project Manager for

	review and (if so specified) for approval, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval. Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 21 days, calculated from the date on which the Project Manager receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's Document is considered ready, both for review (and approval, if so specified) in accordance with this GCC and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply. The Project Manager may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this GCC, at the Contractor's cost. For each part of the Works, and except to the extent that the prior approval or

	consent of the Project Manager shall have been obtained: (a) in the case of a Contractor's Document which has (as specified) been submitted for the Project Manager's approval: (i) the Project Manager shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract; (ii) execution of such part of the Works shall not commence until the Project Manager has approved the Contractor's Document; and (iii) the Project Manager shall be deemed to have approved the Contractor's Document upon the expiry of the review periods for all the Contractor's Documents which are relevant to the design and execution of such part, unless the Project Manager has previously notified otherwise in

	accordance with sub-paragraph (i); (b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution; (c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) Contractor's Documents; and (d) if the Contractor wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the Contractor shall immediately give notice to the Project Manager. Thereafter, the Contractor shall submit revised documents to the Project Manager in accordance with the above procedure. If the Project Manager instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly. Any such approval or consent, or any review (under this GCC or otherwise),

	shall not relieve the Contractor from any obligation or responsibility.

5.3 Contractor's Undertakings	The Contractor undertakes that the design, the Contractor's Documents, the execution and the completed Works will be in accordance with: (a) the Laws of Tanzania, and (b) the documents forming the Contract, as altered or modified by Variations.

5.4 Technical Standards and Regulations	The design, the Contractor's Documents, the execution and the completed Works shall comply with the Country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws. All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works or Section are taken over by the Employer under GCC 10 [Employer's Taking Over]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise. If changed or new applicable standards come into force in the Country after the Base Date, the Contractor shall give notice to the Project Manager and (if appropriate) submit proposals for compliance. In the event that: (a) the Project Manager determines that compliance is required, and (b) the proposals for compliance constitute a variation, then the Project Manager may initiate a

	Variation in accordance with GCC 13 [Variation s and Adjustments].

5.5 Training	The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until this training has been completed.



5.6 As-Built Documents	The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this GCC. Two copies shall be supplied to the Project Manager prior to the commencement of the Tests on Completion. In addition, the Contractor shall supply to the Project Manager as-built drawings of the Works, showing all Works as executed, and submit them to the Project Manager for review under GCC 5.2 [Contractor's Documents]. The Contractor shall obtain the consent of the Project Manager as to their size, the referencing system, and other relevant details. Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Project Manager the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the

	Works and Section s] until the Project Manager has received these documents.
5.7 Operation and Maintenance Manuals	Prior to commencement of the Tests on Completion, the Contractor shall supply to the Project Manager provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant. The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until the Project Manager has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.
5.8 Design Error	If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause
F. Staff and Labour	

6.1 Engagement of Staff and Labour	Except as otherwise stated in the Employer's Requirement, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor shall be obliged, to the extent practicable and reasonable, to employ staff and labour in compliance with Laws of Tanzania.
6.2 Rates of Wages and Conditions of Labour	The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Employers whose trade or industry is similar to that of the Contractor.
6.3 Persons in the Service of Employer	The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.
6.4 Labour Laws	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health,

	safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.
6.5 Facilities for Staff and Labour	Except as otherwise stated in the Employer's Requirement, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirement. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
6.6 Health and Safety	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and the Public in accordance with the governing occupational health and safety Laws. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's

	and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV between and among the Contractor's Personnel and the local

	community, to promote early diagnosis and to assist affected individuals.
6.7 Contractor's Superintendence	Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in GCC 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
6.8 Contractor's Personnel	The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently,

	(c) fails to conform with any provisions of the Contract, or (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
6.9 Records of Contractor's Personnel and Equipment	The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Project Manager, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.10 Disorderly Conduct	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.11 Foreign Personnel	The Contractor may bring in to the country any foreign personnel who are necessary for the execution of the Works

	to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
6.12 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
6.13 Prohibition of Forced or Compulsory Labour	The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

6.14 Prohibition of Harmful Child Labour	The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
6.15 Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Project Manager, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under GCC 6.10 [Records of Contractor's Personnel and Equipment].
G. Plant, Materials and Workmanship	
7.1 Manner of Execution	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract,

	(b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) With properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
7.2 Samples	The Contractor shall submit the following samples of Materials, and relevant information, to the Project Manager for consent prior to using the Materials in or for the Works: (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) Additional samples instructed by the Project Manager as a Variation. Each sample shall be labelled as to origin and intended use in the Works.
7.3 Inspection	The Authorized Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) During production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to

	check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Project Manager does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
7.4 Testing	This GCC shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

	Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Project Manager, the time and place for the specified testing of any Plant, Materials and other parts of the Works. The Project Manager may, under GCC 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract. The Project Manager shall give the Contractor not less than 24 hours' notice of the Project Manager's intention to attend the tests. If the Project Manager does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by

	the Project Manager, and the tests shall then be deemed to have been made in the Project Manager's presence. If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. The Contractor shall promptly forward to the Project Manager duly certified reports of the tests. When the specified tests have been passed, the Project Manager shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Project Manager has not attended the tests, he shall be deemed to have accepted the readings as accurate.
7.5 Rejection	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found

	to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work	Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials	Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is incorporated in the Works; (b) When the Contractor is paid the corresponding value of the Plant and Materials under GCC 8.10 [Payment for Plant and Materials in Event of Suspension].
7.8 Royalties	Unless otherwise stated in the Employer's Requirements, the Contractor shall pay all royalties, rents and other payments for: (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
H. Commencement, Delays and Suspension	

8.1 Commencement of Works	Except otherwise specified in the SCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor: (a) Signing of the Contract by both Parties, and if required, approval of the Contract by relevant authorities in the Country; and (b) except if otherwise specified in the SCC, possession of the Site given to the Contractor together with such permission(s) under (a) of GCC 1.13 [Compliance with Laws] as required for the commencement of the Works Where the above conditions have been met and the Project Manager's instruction is received by the Contractor, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. Where the conditions (a) and (b) above have been met and the Project Manager's instruction is not received by the

	Contractor within 180 days from the date of signing the Contract without any justifiable reasons, the Contractor may terminate the Contract under GCC 16.2 [Termination by Contractor].

8.2 Time for Completion	The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: (a) achieving the passing of the Tests on Completion, and (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the works and sections]

8.3 Programme	The Contractor shall submit a detailed time programme to the Project Manager within 14 working days after receiving the notice under GCC 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design, Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, testing, commissioning and trial operation, (b) the periods for reviews under GCC 5.2 [Contractor's Documents] and for any other submissions, approvals and consents specified in the Employer's Requirements, (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt,

	and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. Unless the Project Manager, within 14 working days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities. The Contractor shall promptly give notice to the Project Manager of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under GCC 13.3 [Variation Procedure].

	If, at any time, the Project Manager gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Project Manager in accordance with this GCC.
8.4 Extension of Time for Completion	The Employer may 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. The Contractor shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of GCC 10.1 [Taking Over of the Works and Section s] is or will be delayed by any of the following causes: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under GCC 13.3 [Variation Procedure]), (b) a cause of delay giving an entitlement to extension of time under a GCC of these Conditions,

	(c) exceptionally adverse climatic conditions, (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Project Manager in accordance with GCC 20.1 [Contractor's Claims]. When determining each extension of time under GCC 20.1, the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time. The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.

	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.

8.5 Rate of Progress	If, at any time: (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or will fall) behind the current programme under GCC 8.3 [Programme], other than as a result of a cause listed in GCC 8.4 [Extension of Time for Completion], then the Project Manager may, upon written approval of the Employer, instruct the Contractor to submit, under GCC 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer, in

	addition to delay damages (if any) under GCC 8.7 below

8.6 Liquidated Damages	The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security **stated in the SCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 51.1 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 45.1

8.7 Suspension of Work	The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following GCCs 8.8, 8.9 and 8.10 shall not apply.

8.8 Consequences of Suspension	If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC 8.7 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC 8.7 [Suspension of Work].

8.9 Payment for Plant and Materials in Event of Suspension	The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site if: (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Project Manager's instructions.
8.10 Prolonged Suspension	If the suspension under GCC 8.7 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Project Manager's permission to proceed. If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under GCC 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under GCC 16.2 [Termination by Contractor].

8.11 Resumption of Work	After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.
I. Tests on Completion	
9.1 Contractor's Obligations	The Contractor shall carry out the Tests on Completion in accordance with this Clause and GCC 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of GCC 4.1 [Contractor's General Obligations]. The Contractor shall give to the Project Manager not less than 21 days notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 working days after this date, on such day or days as the Project Manager may instruct. Unless otherwise stated **in the SCC**, the Tests on Completion shall be carried out in the following sequence:

	(a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage; (b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and (c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract. During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Project Manager that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Schedule of Guarantees. Trial operation shall not constitute a taking-over under GCC 10 [Employer's Taking Over]. Any product produced by

	the Works during trial operation shall be the property of the Employer. In considering the results of the Tests on Completion, the Project Manager shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Project Manager.
9.2 Delayed Tests	If the Tests on Completion are being unduly delayed by the Employer, GCC 7.4 [Testing] (fifth paragraph) and/or GCC 10.3 [Interference with Tests on Completion] shall be applicable. If the Tests on Completion are being unduly delayed by the Contractor, the Project Manager may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Project Manager. If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost

	of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
9.3 Retesting	If the Works, or a Section, fail to pass the Tests on Completion, GCC 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.
9.4 Failure to Pass Tests on Completion	If the Works, or a Section, fail to pass the Tests on Completion repeated under GCC 9.3 [Retesting], the Project Manager may: (a) order further repetition of Tests on Completion under GCC 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of GCC 11.4 [Failure to Remedy Defects]; or

	(c) issue a Taking-Over Certificate, if the Employer so requests. In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be: (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations].
J. Employer's Taking Over	
10.1 Taking Over of the Works and Sections	Except as stated in GCC 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in GCC 8.2 [Time

	for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this GCC. The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 working days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Project Manager shall, within 28 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

	(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this GCC. If the Project Manager fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works	The Project Manager may, at the sole discretion and written approval of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, unless otherwise agreed by the Parties, if the Employer does use any part of the Works before the Taking-Over Certificate is issued: (a) the part which is used shall be deemed to have been taken over as from the date on which it is used, (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part. After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any

	outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Liability Period. If the Contractor incurs cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (a) give notice to the Project Manager and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the matter. If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the Liquidated damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the Liquidated damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date

	stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of Liquidated damages under GCC 8.7 [Liquidated Damages], and shall not affect the maximum amount of these damages.

10.3 Delay of Tests on Completion	If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible and the suffers a delay, the Contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 [Contractor's Claims], to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.
10.4 Surfaces Requiring Reinstatement	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
K. Defects Liability	
11.1 Completion of Outstanding Work and Remedying Defects	In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects

	Liability Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Project Manager, and (b) Execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period for the Works or Section (as the case may be). If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
11.2 Cost of Remedying Defects	All work referred to in sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to: (a) any design for which the Contractor is responsible, (b) Plant, Materials or workmanship not being in accordance with the Contract, or

	(c) Failure by the Contractor to comply with any other obligation. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and GCC 13.3 [Variation Procedure] shall apply.
11.3 Extension of Defects Liability Period	The Employer shall be entitled subject to GCC 2.5 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, that extension shall not exceed two years. If delivery and/or erection of Plant and/or Materials was suspended under GCC 8.8 [Suspension of Work] or GCC 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects	If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under GCC 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Project Manager to determine a reasonable reduction in the Contract Price in accordance with GCC 3.5 [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole

	benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
11.5 Removal of Defective Work	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives written consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
11.6 Further Tests	If the work of remedying of any defect or damage may affect the performance of the Works, the Project Manager may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice

	within 14 working days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under GCC 11.2 [Cost of Remedying Defects], for the cost of the remedial work.
11.7 Right of Access	Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's security restrictions.
11.8 Contractor to Search	The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager. Unless the defect is to be remedied at the cost of the Contractor under GCC 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Project Manager in accordance with GCC 3.5 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	Performance of the Contractor's obligations shall not be considered to have been completed until the Project

	Manager has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Project Manager shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.10 Unfulfilled Obligations	After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.11 Clearance of Site	Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment,

	surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
L. Tests after Completion	
12.1 Procedure for Tests after Completion	If Tests after Completion are specified **in the SCC**, this Clause shall apply. Unless otherwise stated **in the SCC**, the Employer shall: (a) provide all electricity, equipment, fuel, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently, and (b) carry out the Tests after Completion in accordance with the manuals

	supplied by the Contractor under GCC 5.7 [Operation and Maintenance Manuals] and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such Contractor's Personnel as either Party may reasonably request. The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works or Section have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 working days after this date, on the day or days determined by the Employer. If the Contractor does not attend at the time and place agreed, the Employer may proceed with the Tests after Completion, which shall be deemed to have been made in the Contractor's presence, and the Contractor shall accept the readings as accurate. The results of the Tests after Completion shall be compiled and evaluated by both Parties. Appropriate account shall be

	taken of the effect of the Employer's prior use of the Works.
12.2 Delayed Test	If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine this Cost and profit. If, for reasons not attributable to the Contractor, a Tests after Completion on the Works or any Section cannot be completed during the Defects Liability Period (or any other period agreed upon by both Parties), then the Parties to agree on the final date of completing the test.
12.3 Retesting	If the Works, or a Section, fail to pass the Tests after Completion: (a) sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work

	and Remedying Defects] shall apply; and (b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions. If and to the extent that this failure and retesting are attributable to any of the matters listed in sub-paragraphs (a) to (d) of GCC 11.2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.
12.4 Failure to Pass Tests after Completion	If the following conditions apply, namely: (a) the Works, or a Section, fail to pass any or all of the Tests after Completion, (b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and (c) the Contractor pays this relevant sum to the Employer during the Defects Liability Period, then the

	Works or Section shall be deemed to have passed these Tests after Completion. If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Liability Period, the Contractor shall be relieved of this obligation. If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Tests after Completion or to carry

	out any adjustments or modifications, the Contractor may: (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the matter.
M. Variations and Adjustments	
13.1 Right to Vary	Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this

	notice, the Project Manager shall cancel, confirm or vary the instruction. Variation may be in the form of: (a) changes to the quantities of any item of work included in the Contract; (a) changes to the quality and other characteristics of any item of work; (b) changes to the levels, positions and/or dimensions of any part of the Works; (a) omission of any Work unless it is to be carried out by others; (b) any additional Work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or (c) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Project Manager, with prior written approval of the Employer, instructs a Variation.

13.2 Value Engineering	The Contractor may, at any time, submit to the Project Manager a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer. The proposal shall be prepared at the cost of the Contractor and shall include the items listed in GCC 13.3 [Variation Procedure]. If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties: (a) the Contractor shall design this part, (b) sub-paragraphs (a) to (d) of GCC 4.1 [Contractor's General Obligations] shall apply, and (c) if this change results in a reduction in the contract value of this part, the Project Manager shall upon Employer's approval proceed in accordance with GCC 3.5 [Determinations] to determine a fee,

	which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts: (i) such reduction in contract value, resulting from the change, excluding adjustments under GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost],and (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies. However, if amount (i) is less than amount (ii), there shall not be a fee.
13.3 Variation Procedure	If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the

	programme according to GCC 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. The Project Manager shall, as soon as practicable after receiving such proposal (under GCC 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Project Manager to the Contractor, who shall acknowledge receipt. Upon instructing or approving a Variation, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under GCC 13.2 [Value Engineering] if applicable.

13.4 Payment in Applicable Currencies	If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.
13.5 Provisional Sums	Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed. For each Provisional Sum, the Project Manager may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under GCC 13.3 [Variation Procedure]; and/or

	(b) Plant, Materials or services to be purchased by the Contractor, for which there shall be included in the Contract Price: (i) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied. The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
13.6 Daywork	For work of a minor or incidental nature, the Project Manager may instruct that such work be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this GCC shall not apply.

	Before ordering Goods for the work, the Contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods. Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used. One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Statement

	under GCC 14.3 [Application for Interim Payment Certificates].
13.7 Adjustments for Changes in Legislation	The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Tanzania (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.

	Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of GCC 13.8.
13.8 Adjustments for Changes in Cost	In this GCC, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this GCC shall not apply. If this GCC applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this GCC. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

	The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type: Pn = a + b Ln/ Lo + c En/Eo + d Mn/Mo + ... where: "Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated **in the SCC** ; "a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments; "b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative

	of resources such as labour, equipment and materials; "Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and "Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date. The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices. In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be

	converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable. Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly. If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer. The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

N. Contract Price and Payment	
14.1 The Contract Price	Unless otherwise stated **in the SCC**: (a) the Contract Price shall be the lumpsum contract amount agreed or determined under GCC 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in GCC 13.7 [Adjustments for Changes in Legislation]; (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of GCC 12 [Measurement and Evaluation]; and the Contractor shall submit to the Project Manager, within 28 days after the

	Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Project Manager may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
14.2 Advance Payment	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated **in the SCC** by the manner stated **in the SCC**, 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 will not be charged on the advance payment. The Contractor shall use the advance payment to pay for mobilization and design expenses required specifically for design and 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.

	Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the **SCC**, this GCC shall not apply. The Project Manager shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under GCC 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (a) the Performance Security in accordance with GCC 4.2 [Performance Security]; and (b) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the SCC or in another form approved by the Employer. The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the

	Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid. Unless otherwise stated **in the SCC**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Project Manager in accordance with GCC 14.6 [Issue of Interim Payment Certificates], as follows:. (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and (b) deductions shall be made at the amortisation rate stated **in the SCC** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for

	retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when eighty per cent (80%) of the Accepted Contract Amount less Provisional Sums has been certified for payment. If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under GCC 15 [Termination by Employer], GCC 16 [Suspension and Termination by Contractor] or GCC 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under GCC 15 [Termination by Employer] and GCC 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.
14.3 Application for Interim Payment Certificates	The Contractor shall submit a Statement in six copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be

	entitled, together with supporting documents which shall include the report on the progress during this month in accordance with GCC 4.21 [Progress Reports]. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated **in the SCC** to the total of the above amounts, until the amount so retained by the Employer reaches the

	limit of Retention Money (if any) stated **in the SCC**; (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with GCC 14.2 [Advance Payment]; (e) any amounts to be added and deducted for Plant and Materials in accordance with GCC 14.5 [Plant and Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC 20 [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates.
14.4 Schedule of Payments	If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule: (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates];

	design, materials or workmanship
18.3 Insurance against Injury to Persons and Damage to Property	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under GCC 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under GCC 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. Unless otherwise stated **in the SCC**, the insurances specified in this GCC: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under GCC 18.2) arising out of the Contractor's performance of the Contract, and

	(d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in GCC 19 [Force Majeure], except to the extent that cover is available at commercially reasonable terms.
18.4 Insurance for Contractor's Personnel	The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The insurance shall cover the Employer and the Project Manager against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the

	design, materials or workmanship
18.3 Insurance against Injury to Persons and Damage to Property	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under GCC 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under GCC 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. Unless otherwise stated **in the SCC**, the insurances specified in this GCC: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under GCC 18.2) arising out of the Contractor's performance of the Contract, and

	take reasonable precautions to prevent his workers or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager as to the disposal of the same. The Contractor shall, upon discovery of any such finding, promptly give notice to the Project Manager, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.

E. Design

5.1 General Design Obligations	The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are Architects/engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements. Unless otherwise stated in the Contract, the Contractor shall submit to the Project Manager for consent the name and particulars of each proposed designer and design Subcontractor. The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Project Manager at all reasonable times, until the expiry date of the relevant Defects Liability Period. Upon receiving notice under GCC 8.1 [Commencement of Works], the Contractor shall scrutinise the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in GCC 4.7 [Setting Out]. Within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Project Manager of

	any error, fault or other defect found in the Employer's Requirements or these items of reference. After receiving this notice, the Project Manager shall determine whether GCC 13 [Variation s and Adjustments] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.

5.2 Contractor's Documents	The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in GCC 5.6 [As-Built Documents] and GCC 5.7 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in GCC 1.4 [Law and Language]. The Contractor shall prepare all Contractors' Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel. The Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared. If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Project Manager for review and/or for approval, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this GCC, (i) "review period" means the period required by the Project Manager for

	review and (if so specified) for approval, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval. Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 21 days, calculated from the date on which the Project Manager receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's Document is considered ready, both for review (and approval, if so specified) in accordance with this GCC and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply. The Project Manager may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this GCC, at the Contractor's cost. For each part of the Works, and except to the extent that the prior approval or

	consent of the Project Manager shall have been obtained: (a) in the case of a Contractor's Document which has (as specified) been submitted for the Project Manager's approval: (i) the Project Manager shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract; (ii) execution of such part of the Works shall not commence until the Project Manager has approved the Contractor's Document; and (iii) the Project Manager shall be deemed to have approved the Contractor's Document upon the expiry of the review periods for all the Contractor's Documents which are relevant to the design and execution of such part, unless the Project Manager has previously notified otherwise in

	accordance with sub-paragraph (i); (b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution; (c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) Contractor's Documents; and (d) if the Contractor wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the Contractor shall immediately give notice to the Project Manager. Thereafter, the Contractor shall submit revised documents to the Project Manager in accordance with the above procedure. If the Project Manager instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly. Any such approval or consent, or any review (under this GCC or otherwise),

	shall not relieve the Contractor from any obligation or responsibility.

5.3 Contractor's Undertakings	The Contractor undertakes that the design, the Contractor's Documents, the execution and the completed Works will be in accordance with: (a) the Laws of Tanzania, and (b) the documents forming the Contract, as altered or modified by Variations.

5.4 Technical Standards and Regulations	The design, the Contractor's Documents, the execution and the completed Works shall comply with the Country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws. All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works or Section are taken over by the Employer under GCC 10 [Employer's Taking Over]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise. If changed or new applicable standards come into force in the Country after the Base Date, the Contractor shall give notice to the Project Manager and (if appropriate) submit proposals for compliance. In the event that: (a) the Project Manager determines that compliance is required, and (b) the proposals for compliance constitute a variation, then the Project Manager may initiate a

	Variation in accordance with GCC 13 [Variation s and Adjustments].

5.5 Training	The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until this training has been completed.



5.6 As-Built Documents	The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this GCC. Two copies shall be supplied to the Project Manager prior to the commencement of the Tests on Completion. In addition, the Contractor shall supply to the Project Manager as-built drawings of the Works, showing all Works as executed, and submit them to the Project Manager for review under GCC 5.2 [Contractor's Documents]. The Contractor shall obtain the consent of the Project Manager as to their size, the referencing system, and other relevant details. Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Project Manager the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the

	Works and Section s] until the Project Manager has received these documents.
5.7 Operation and Maintenance Manuals	Prior to commencement of the Tests on Completion, the Contractor shall supply to the Project Manager provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant. The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until the Project Manager has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.
5.8 Design Error	If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause
F. Staff and Labour	

6.1 Engagement of Staff and Labour	Except as otherwise stated in the Employer's Requirement, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor shall be obliged, to the extent practicable and reasonable, to employ staff and labour in compliance with Laws of Tanzania.
6.2 Rates of Wages and Conditions of Labour	The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Employers whose trade or industry is similar to that of the Contractor.
6.3 Persons in the Service of Employer	The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.
6.4 Labour Laws	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health,

	safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.
6.5 Facilities for Staff and Labour	Except as otherwise stated in the Employer's Requirement, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirement. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
6.6 Health and Safety	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and the Public in accordance with the governing occupational health and safety Laws. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's

	and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV between and among the Contractor's Personnel and the local

	community, to promote early diagnosis and to assist affected individuals.
6.7 Contractor's Superintendence	Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in GCC 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
6.8 Contractor's Personnel	The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently,

	(c) fails to conform with any provisions of the Contract, or (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
6.9 Records of Contractor's Personnel and Equipment	The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Project Manager, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.10 Disorderly Conduct	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.11 Foreign Personnel	The Contractor may bring in to the country any foreign personnel who are necessary for the execution of the Works

	to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
6.12 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
6.13 Prohibition of Forced or Compulsory Labour	The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

6.14 Prohibition of Harmful Child Labour	The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
6.15 Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Project Manager, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under GCC 6.10 [Records of Contractor's Personnel and Equipment].
G. Plant, Materials and Workmanship	
7.1 Manner of Execution	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract,

	(b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) With properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
7.2 Samples	The Contractor shall submit the following samples of Materials, and relevant information, to the Project Manager for consent prior to using the Materials in or for the Works: (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) Additional samples instructed by the Project Manager as a Variation. Each sample shall be labelled as to origin and intended use in the Works.
7.3 Inspection	The Authorized Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) During production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to

	check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Project Manager does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
7.4 Testing	This GCC shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

	Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Project Manager, the time and place for the specified testing of any Plant, Materials and other parts of the Works. The Project Manager may, under GCC 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract. The Project Manager shall give the Contractor not less than 24 hours' notice of the Project Manager's intention to attend the tests. If the Project Manager does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by

	the Project Manager, and the tests shall then be deemed to have been made in the Project Manager's presence. If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. The Contractor shall promptly forward to the Project Manager duly certified reports of the tests. When the specified tests have been passed, the Project Manager shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Project Manager has not attended the tests, he shall be deemed to have accepted the readings as accurate.
7.5 Rejection	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found

	to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work	Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials	Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is incorporated in the Works; (b) When the Contractor is paid the corresponding value of the Plant and Materials under GCC 8.10 [Payment for Plant and Materials in Event of Suspension].
7.8 Royalties	Unless otherwise stated in the Employer's Requirements, the Contractor shall pay all royalties, rents and other payments for: (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
H. Commencement, Delays and Suspension	

8.1	**Commencement of Works**	Except otherwise specified in the SCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor: (a) Signing of the Contract by both Parties, and if required, approval of the Contract by relevant authorities in the Country; and (b) except if otherwise specified in the SCC, possession of the Site given to the Contractor together with such permission(s) under (a) of GCC 1.13 [Compliance with Laws] as required for the commencement of the Works Where the above conditions have been met and the Project Manager's instruction is received by the Contractor, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. Where the conditions (a) and (b) above have been met and the Project Manager's instruction is not received by the

	Contractor within 180 days from the date of signing the Contract without any justifiable reasons, the Contractor may terminate the Contract under GCC 16.2 [Termination by Contractor].

8.2 Time for Completion	The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: (a) achieving the passing of the Tests on Completion, and (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the works and sections]

8.3 Programme	The Contractor shall submit a detailed time programme to the Project Manager within 14 working days after receiving the notice under GCC 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design, Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, testing, commissioning and trial operation, (b) the periods for reviews under GCC 5.2 [Contractor's Documents] and for any other submissions, approvals and consents specified in the Employer's Requirements, (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt,

	and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. Unless the Project Manager, within 14 working days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities. The Contractor shall promptly give notice to the Project Manager of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under GCC 13.3 [Variation Procedure].

	If, at any time, the Project Manager gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Project Manager in accordance with this GCC.
8.4 Extension of Time for Completion	The Employer may 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. The Contractor shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of GCC 10.1 [Taking Over of the Works and Section s] is or will be delayed by any of the following causes: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under GCC 13.3 [Variation Procedure]), (b) a cause of delay giving an entitlement to extension of time under a GCC of these Conditions,

	(c) exceptionally adverse climatic conditions, (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Project Manager in accordance with GCC 20.1 [Contractor's Claims]. When determining each extension of time under GCC 20.1, the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time. The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.

	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.

8.5 Rate of Progress	If, at any time: (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or will fall) behind the current programme under GCC 8.3 [Programme], other than as a result of a cause listed in GCC 8.4 [Extension of Time for Completion], then the Project Manager may, upon written approval of the Employer, instruct the Contractor to submit, under GCC 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer, in

	addition to delay damages (if any) under GCC 8.7 below

8.6 Liquidated Damages	The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security **stated in the SCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 51.1 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 45.1

8.7 Suspension of Work	The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following GCCs 8.8, 8.9 and 8.10 shall not apply.

8.8 Consequences of Suspension	If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC 8.7 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC 8.7 [Suspension of Work].

8.9 Payment for Plant and Materials in Event of Suspension	The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site if: (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Project Manager's instructions.
8.10 Prolonged Suspension	If the suspension under GCC 8.7 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Project Manager's permission to proceed. If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under GCC 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under GCC 16.2 [Termination by Contractor].

8.11 Resumption of Work	After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.
I. Tests on Completion	
9.1 Contractor's Obligations	The Contractor shall carry out the Tests on Completion in accordance with this Clause and GCC 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of GCC 4.1 [Contractor's General Obligations]. The Contractor shall give to the Project Manager not less than 21 days notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 working days after this date, on such day or days as the Project Manager may instruct. Unless otherwise stated **in the SCC**, the Tests on Completion shall be carried out in the following sequence:

	(a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage; (b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and (c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract. During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Project Manager that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Schedule of Guarantees. Trial operation shall not constitute a taking-over under GCC 10 [Employer's Taking Over]. Any product produced by

	the Works during trial operation shall be the property of the Employer. In considering the results of the Tests on Completion, the Project Manager shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Project Manager.
9.2 Delayed Tests	If the Tests on Completion are being unduly delayed by the Employer, GCC 7.4 [Testing] (fifth paragraph) and/or GCC 10.3 [Interference with Tests on Completion] shall be applicable. If the Tests on Completion are being unduly delayed by the Contractor, the Project Manager may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Project Manager. If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost

	of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
9.3 Retesting	If the Works, or a Section, fail to pass the Tests on Completion, GCC 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.
9.4 Failure to Pass Tests on Completion	If the Works, or a Section, fail to pass the Tests on Completion repeated under GCC 9.3 [Retesting], the Project Manager may: (a) order further repetition of Tests on Completion under GCC 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of GCC 11.4 [Failure to Remedy Defects]; or

	(c) issue a Taking-Over Certificate, if the Employer so requests. In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be: (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations].
J. Employer's Taking Over	
10.1 Taking Over of the Works and Sections	Except as stated in GCC 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in GCC 8.2 [Time

	for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this GCC. The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 working days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Project Manager shall, within 28 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

	(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this GCC. If the Project Manager fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works	The Project Manager may, at the sole discretion and written approval of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, unless otherwise agreed by the Parties, if the Employer does use any part of the Works before the Taking-Over Certificate is issued: (a) the part which is used shall be deemed to have been taken over as from the date on which it is used, (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part. After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any

	outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Liability Period. If the Contractor incurs cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (a) give notice to the Project Manager and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the matter. If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the Liquidated damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the Liquidated damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date

	stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of Liquidated damages under GCC 8.7 [Liquidated Damages], and shall not affect the maximum amount of these damages.

10.3 Delay of Tests on Completion	If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible and the suffers a delay, the Contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 [Contractor's Claims], to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.
10.4 Surfaces Requiring Reinstatement	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
K. Defects Liability	
11.1 Completion of Outstanding Work and Remedying Defects	In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects

	Liability Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Project Manager, and (b) Execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period for the Works or Section (as the case may be). If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
11.2 Cost of Remedying Defects	All work referred to in sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to: (a) any design for which the Contractor is responsible, (b) Plant, Materials or workmanship not being in accordance with the Contract, or

	(c) Failure by the Contractor to comply with any other obligation. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and GCC 13.3 [Variation Procedure] shall apply.
11.3 Extension of Defects Liability Period	The Employer shall be entitled subject to GCC 2.5 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, that extension shall not exceed two years. If delivery and/or erection of Plant and/or Materials was suspended under GCC 8.8 [Suspension of Work] or GCC 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects	If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under GCC 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Project Manager to determine a reasonable reduction in the Contract Price in accordance with GCC 3.5 [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole

	benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
11.5 Removal of Defective Work	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives written consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
11.6 Further Tests	If the work of remedying of any defect or damage may affect the performance of the Works, the Project Manager may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice

	within 14 working days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under GCC 11.2 [Cost of Remedying Defects], for the cost of the remedial work.
11.7 Right of Access	Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's security restrictions.
11.8 Contractor to Search	The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager. Unless the defect is to be remedied at the cost of the Contractor under GCC 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Project Manager in accordance with GCC 3.5 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	Performance of the Contractor's obligations shall not be considered to have been completed until the Project

	Manager has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Project Manager shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.10 Unfulfilled Obligations	After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.11 Clearance of Site	Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment,

	surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
L. Tests after Completion	
12.1 Procedure for Tests after Completion	If Tests after Completion are specified **in the SCC**, this Clause shall apply. Unless otherwise stated **in the SCC**, the Employer shall: (a) provide all electricity, equipment, fuel, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently, and (b) carry out the Tests after Completion in accordance with the manuals

	supplied by the Contractor under GCC 5.7 [Operation and Maintenance Manuals] and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such Contractor's Personnel as either Party may reasonably request. The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works or Section have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 working days after this date, on the day or days determined by the Employer. If the Contractor does not attend at the time and place agreed, the Employer may proceed with the Tests after Completion, which shall be deemed to have been made in the Contractor's presence, and the Contractor shall accept the readings as accurate. The results of the Tests after Completion shall be compiled and evaluated by both Parties. Appropriate account shall be

	taken of the effect of the Employer's prior use of the Works.
12.2 Delayed Test	If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine this Cost and profit. If, for reasons not attributable to the Contractor, a Tests after Completion on the Works or any Section cannot be completed during the Defects Liability Period (or any other period agreed upon by both Parties), then the Parties to agree on the final date of completing the test.
12.3 Retesting	If the Works, or a Section, fail to pass the Tests after Completion: (a) sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work

	and Remedying Defects] shall apply; and (b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions. If and to the extent that this failure and retesting are attributable to any of the matters listed in sub-paragraphs (a) to (d) of GCC 11.2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.
12.4 Failure to Pass Tests after Completion	If the following conditions apply, namely: (a) the Works, or a Section, fail to pass any or all of the Tests after Completion, (b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and (c) the Contractor pays this relevant sum to the Employer during the Defects Liability Period, then the

	Works or Section shall be deemed to have passed these Tests after Completion. If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Liability Period, the Contractor shall be relieved of this obligation. If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Tests after Completion or to carry

	out any adjustments or modifications, the Contractor may: (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the matter.
M. Variations and Adjustments	
13.1 Right to Vary	Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this

	notice, the Project Manager shall cancel, confirm or vary the instruction. Variation may be in the form of: (a) changes to the quantities of any item of work included in the Contract; (a) changes to the quality and other characteristics of any item of work; (b) changes to the levels, positions and/or dimensions of any part of the Works; (a) omission of any Work unless it is to be carried out by others; (b) any additional Work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or (c) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Project Manager, with prior written approval of the Employer, instructs a Variation.

13.2 Value Engineering	The Contractor may, at any time, submit to the Project Manager a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer. The proposal shall be prepared at the cost of the Contractor and shall include the items listed in GCC 13.3 [Variation Procedure]. If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties: (a) the Contractor shall design this part, (b) sub-paragraphs (a) to (d) of GCC 4.1 [Contractor's General Obligations] shall apply, and (c) if this change results in a reduction in the contract value of this part, the Project Manager shall upon Employer's approval proceed in accordance with GCC 3.5 [Determinations] to determine a fee,

	which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts: (i) such reduction in contract value, resulting from the change, excluding adjustments under GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost],and (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies. However, if amount (i) is less than amount (ii), there shall not be a fee.
13.3 Variation Procedure	If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the

	programme according to GCC 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. The Project Manager shall, as soon as practicable after receiving such proposal (under GCC 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Project Manager to the Contractor, who shall acknowledge receipt. Upon instructing or approving a Variation, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under GCC 13.2 [Value Engineering] if applicable.

13.4 Payment in Applicable Currencies	If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.
13.5 Provisional Sums	Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed. For each Provisional Sum, the Project Manager may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under GCC 13.3 [Variation Procedure]; and/or

	(b) Plant, Materials or services to be purchased by the Contractor, for which there shall be included in the Contract Price: (i) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied. The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
13.6 Daywork	For work of a minor or incidental nature, the Project Manager may instruct that such work be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this GCC shall not apply.

	Before ordering Goods for the work, the Contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods. Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used. One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Statement

	under GCC 14.3 [Application for Interim Payment Certificates].
13.7 Adjustments for Changes in Legislation	The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Tanzania (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.

	Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of GCC 13.8.
13.8 Adjustments for Changes in Cost	In this GCC, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this GCC shall not apply. If this GCC applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this GCC. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

	The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type: Pn = a + b Ln/ Lo + c En/Eo + d Mn/Mo + ... where: "Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated **in the SCC** ; "a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments; "b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative

	of resources such as labour, equipment and materials; "Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and "Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date. The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices. In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be

	converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable. Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly. If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer. The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

N. Contract Price and Payment	
14.1 The Contract Price	Unless otherwise stated **in the SCC**: (a) the Contract Price shall be the lumpsum contract amount agreed or determined under GCC 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in GCC 13.7 [Adjustments for Changes in Legislation]; (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of GCC 12 [Measurement and Evaluation]; and the Contractor shall submit to the Project Manager, within 28 days after the

	Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Project Manager may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
14.2 Advance Payment	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated **in the SCC** by the manner stated **in the SCC**, 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 will not be charged on the advance payment. The Contractor shall use the advance payment to pay for mobilization and design expenses required specifically for design and 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.

	Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the **SCC**, this GCC shall not apply. The Project Manager shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under GCC 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (a) the Performance Security in accordance with GCC 4.2 [Performance Security]; and (b) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the SCC or in another form approved by the Employer. The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the

	Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid. Unless otherwise stated **in the SCC**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Project Manager in accordance with GCC 14.6 [Issue of Interim Payment Certificates], as follows:. (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and (b) deductions shall be made at the amortisation rate stated **in the SCC** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for

	retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when eighty per cent (80%) of the Accepted Contract Amount less Provisional Sums has been certified for payment. If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under GCC 15 [Termination by Employer], GCC 16 [Suspension and Termination by Contractor] or GCC 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under GCC 15 [Termination by Employer] and GCC 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.
14.3 Application for Interim Payment Certificates	The Contractor shall submit a Statement in six copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be

	entitled, together with supporting documents which shall include the report on the progress during this month in accordance with GCC 4.21 [Progress Reports]. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated **in the SCC** to the total of the above amounts, until the amount so retained by the Employer reaches the

	limit of Retention Money (if any) stated **in the SCC**; (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with GCC 14.2 [Advance Payment]; (e) any amounts to be added and deducted for Plant and Materials in accordance with GCC 14.5 [Plant and Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC 20 [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates.
14.4 Schedule of Payments	If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule: (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates];

	(b) GCC 14.5 [Plant and Materials intended for the Works] shall not apply; and (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Project Manager may proceed in accordance with GCC 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less than that on which the instalments were previously based. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works	If this GCC applies, Interim Payment Certificates shall include, under sub-paragraph (e) of GCC 14.3, (a) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (b) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates]. If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included **in the SCC**, this GCC shall not apply. The Project Manager shall determine and certify each addition if the following conditions are satisfied: (a) the Contractor has: (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the

	Site, supported by satisfactory evidence; and either: (b) the relevant Plant and Materials: (i) are those listed in the Schedules for payment when shipped, (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Project Manager together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this GCC: this guarantee may be in a similar form to the form referred to in GCC 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored

	on Site and protected against loss, damage or deterioration; or (c) the relevant Plant and Materials: (i) are those listed in the Schedules for payment when delivered to the Site, and (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract. The additional amount to be certified shall be the equivalent of eighty percent of the Project Manager's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this GCC and of the contract value of the Plant and Materials. The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which

	shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.
14.6 Issue of Interim Payment Certificates	No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Project Manager shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Project Manager fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Project Manager on the Statement. However, prior to issuing the Taking-Over Certificate for the Works, the Project Manager shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) **pursuant to GCC 14.2**. In this event, the Project Manager shall give notice to the Contractor accordingly.

	An Interim Payment Certificate shall not be withheld for any other reason, although: (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Project Manager, the value of this work or obligation may be withheld until the work or obligation has been performed. The Project Manager may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Project Manager's acceptance, approval, consent or satisfaction.
14.7 Payment and Currency	The Employer shall pay to the Contractor: (a) the amount certified in each Interim Payment Certificate within 56 days

	after the Project Manager receives the Statement and supporting documents or, at a time when the funds or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted. Any discrepancy shall be rectified in the next payment to the Contractor; and (b) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Government's fund (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with GCC 16.2. Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

	The currency of payment shall be stated **in the SCC**. Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of signing the Contract.
14.8 Delayed Payment	If the Employer makes a late payment the Contractor shall remaind the employer on the late payment in the next payment.
14.9 Payment of Retention Money	When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Project Manager for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price. Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Project

	Manager for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Liability Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price. However, if any work remains to be executed under GCC 11 [Defects Liability], the Project Manager shall be entitled to withhold certification of the estimated cost of this work until it has been executed. When calculating these proportions, no account shall be taken of any adjustments under GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost].
14.10 Statement at Completion	Within 84 days after receiving the Taking-Over Certificate for the Works, unless otherwise stated **in the SCC**, the Contractor shall submit to the Project Manager six copies of a Statement at completion with supporting documents, in accordance with GCC 14.3 [Application for Interim Payment Certificates], showing:

	(a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works, (b) any further sums which the Contractor considers to be due, and (c) An estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion. The Project Manager shall then certify in accordance with GCC 14.6 [Issue of Interim Payment Certificates].
14.11 Application for Final Payment Certificate	Within 56 days after receiving the Performance Certificate, unless otherwise stated **in the SCC,** the Contractor shall submit to the Project Manager, six copies of a final statement with supporting documents showing in detail in a form approved by the Project Manager: (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

	If the Project Manager disagrees with or cannot verify any part of the final statement, the Contractor shall submit such further information as the Project Manager may reasonably require within 28 days from receipt of the said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Project Manager the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement". However if, following discussions between the Project Manager and the Contractor and any changes to the final statement which are agreed, it becomes evident that a dispute exists, the Project Manager shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under GCC 20.4 [Obtaining Dispute Board's Decision] or GCC 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Project Manager) a Final Statement.
14.12 Discharge	When submitting the Final Statement, the Contractor shall submit a discharge which

	confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.
14.13 Issue of Final Payment Certificate	Within 28 days after receiving the Final Statement and a written discharge in accordance with GCC 14.11 [Application for Final Payment Certificate] and GCC 14.12 [Discharge], the Project Manager shall deliver to the Employer and to the Contractor, the Final Payment Certificate which shall state: (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be. If the Contractor has not applied for a Final Payment Certificate in accordance with GCC 14.11 [Application for Final

	Payment Certificate] and GCC 14.12 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount based on his determination of final Statement submitted by the Contractor.
14.14 Cessation of Employer's Liability	The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it: (a) in the Final Statement and also (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in GCC 14.10 [Statement at Completion]. However, this GCC shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

O. Termination by Employer	
15.1 Notice to Correct	If the Contractor fails to carry out any obligation under the Contract, the Project Manager may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
15.2 Termination by Employer	The Employer may terminate the Contract if the Contractor: (a) fails to comply with GCC 4.2 [Performance Security] or with a notice under GCC 15.1 [Notice to Correct], (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails: (i) to proceed with the Works in accordance with GCC 8 [Commencement, Delays and Suspension], or (ii) to comply with a notice issued under GCC 7.5 [Rejection] or GCC 7.6 [Remedial Work], within 28 days after receiving it,

	(d) subcontracts the whole of the Works or assigns the Contract without the required agreement, (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or for bearing to show favour or disfavour to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as

	is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination. In any of these events or circumstances, the Employer may, upon giving 14 working days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately. The Employer's choice to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Contractor shall then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Project Manager. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice i) for the assignment of any subcontract, and ii) for the protection of life or property or for the safety of the Works.

	After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor. The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
15.3 Valuation at Date of Termination	As soon as practicable after a notice of termination under GCC 15.2 [Termination by Employer] has taken effect, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination	After a notice of termination under GCC 15.2 [Termination by Employer] has taken effect, the Employer may: (a) proceed in accordance with GCC 2.5 [Employer's Claims], (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under GCC 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.
15.5 Employer's Entitlement to Termination for Convenience	The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the

	Performance Security. The Employer shall not terminate the Contract under this GCC in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under GCC 16.4 [Payment on Termination]. After this termination, the Contractor shall proceed in accordance with GCC 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with GCC 19.6 [Optional Termination, Payment and Release].
15.6 Corrupt or Fraudulent Practices	If the Contractor is determined by Competent Authority that he has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of GCC 15 shall apply as if such expulsion had been made under GCC 15.2 [Contractor's Personnel]. For the purposes of this GCC: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of

	anything of value to influence the action of a public official in the procurement process or in contract execution; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
P. Suspension and Termination by the Contractor	
16.1 Contractor's Entitlement to Suspend Work	If the Project Manager fails to certify in accordance with GCC 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with GCC 2.4

	[Employer's Financial Arrangements] or GCC 14.7 [Payment], the Contractor may, after giving not less than 28 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice. Notwithstanding the above, if the Government has suspended disbursements, which finances in whole or in part the execution of the Works, and no agreement has been reached by the parties pursuant to GCC 2.8, the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 14 working days after the Employer having received the suspension notification from the Government. The Contractor's action shall not prejudice his entitlements to interest under GCC 14.8 [Delayed Payment] and to termination under GCC 16.2 [Termination by Contractor]. If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant GCC and in the above notice) before

	giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this GCC, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.
16.2 Termination by Contractor	The Contractor may terminate the Contract if: (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under GCC 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with GCC 2.4 [failure to reach agreement upon Government suspension of financing]

	(b) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the execution of the Contract; (c) the Employer fails to comply with GCC 1.6 [Contract]; (d) a prolonged suspension affects the whole of the Works as described in GCC 8.11 [Prolonged Suspension], or (e) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. (f) In the event the Government suspends the funds from which part of the payments to the Contractor are being made and the time agreed for future event pursuant to GCC 2.4 has expired. (g) the Contractor does not receive the Project Manager's instruction recording the agreement of both

	Parties on the fulfilment of the conditions for the Commencement of Works under GCC 8.1 [Commencement of Works]. In any of these events or circumstances, the Contractor may, upon giving 14 working days notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (g), the Contractor may by notice terminate the Contract immediately. The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.
16.3 Cessation of Work and Removal of Contractor's Equipment	After a notice of termination under GCC 15.5 [Employer's Entitlement to Termination for Convenience], GCC 16.2 [Termination by Contractor] or GCC 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly: (a) cease all further work, except for such work as may have been instructed by the Project Manager for the protection of life or property or for the safety of the Works,

	(b) hand over Contractor's Documents, Plant, Materials and other work; and (c) remove all other Goods which are property of the Contractor from the Site, except as necessary for safety, and leave the Site.
16.4 Payment on Termination	After a notice of termination under GCC 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly: (a) pay the Contractor in accordance with GCC 19.6 [Optional Termination, Payment and Release], and (b) return the Performance Security to the Contractor provided that all performance obligation of the Contractor have been fulfilled.
Q. Risk and Responsibility	
17.1 Indemnities	The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or

	by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (including works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, Fraud, wilful act or omissions by the Employer, the Employer's Personnel, their respective agents. (c) The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any

	negligence, fraud, wilful act or omission by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of GCC 18.3 [Insurance Against Injury to Persons and Damage to Property].
17.2 Contractor's Care of the Works	Notwithstanding GCC 11 [Defects Liability], the Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under GCC 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer. After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until

	this outstanding work has been completed. If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in GCC 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.
17.3 Employer's Risks	The risks referred to in GCC 17.4 below, insofar as they directly affect the execution of the Works in the Country, are: (a) use or occupation by the Employer of any part of the Permanent Works, except as may be specified and agreed under the Contract,

	(b) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
17.4 Consequences of Employer's Risks	If and to the extent that any of the risks listed in GCC 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Project Manager and shall rectify this loss or damage to the extent required by the Project Manager. If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion] In the case of sub-paragraphs (a) and (b) of GCC 17.3 [Employer 's Risks], Cost plus profit shall be payable. After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5

	[Determinations] to determine these matters.
17.5 Intellectual and Industrial Property Rights	In this GCC, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. Whenever a Party does not give notice to the other Party of any claim within 90 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this GCC. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: (a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or

	(ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this GCC, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim.
17.6 Limitation of Liability	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in GCC 8.7 [Liquidated Damages]; GCC 11.2 [Cost of Remedying Defects]; GCC 15.4 [Payment after Termination]; GCC 16.4 [Payment on Termination]; GCC 17.1

	[Indemnities]; GCC 17.4 (b) [Consequences of Employer's Risks] and GCC 17.5 [Intellectual and Industrial Property Rights]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under GCC 4.19 [Electricity, Water and Gas], GCC 4.20 [Employer's Equipment and Free-Issue Material], GCC 17.1 [Indemnities] and GCC 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (greater than one) to the Contract Sum, as stated in the **SCC**, or (if such multiplier or other sum is not so stated), the Contract Sum. This Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Employer's Accommodation /Facilities	The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer's Requirement, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.
R. Insurance	
18.1 General Requirements for Insurances	In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant GCC. Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be

	consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause. Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms provided in the tendering documents except as otherwise agreed by both Parties as stipulated in the **SCC**. This agreement of terms shall take precedence over the provisions of this Clause. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage. The relevant insuring Party shall, within the respective periods stated **in the SCC**

	(calculated from the Commencement Date), submit to the other Party: (a) evidence that the insurances described in this Clause have been effected, and (b) copies of the policies for the insurances described in GCC 18.2 [Insurance for Works and Contractor's Equipment] and GCC 18.3 [Insurance against Injury to Persons and Damage to Property]. When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Project Manager. Each Party shall comply with the conditions stipulated in its respective insurance policy. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause. Neither Party shall make any material alteration to the terms of any insurance

	without the prior approval of the other Party. If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this GCC, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly. Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage

	relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party. Payments by one Party to the other Party shall be subject to GCC 2.5 [Employer's Claims] or GCC 20.1 [Contractor's Claims], as applicable. The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to GCC 18) with insurers from any eligible source country specified **in the SCC**.
18.2 Insurance for Works and Contractor's Equipment	The Contractor shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period. The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for

	loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under GCC 11 [Defects Liability]). The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment. Unless otherwise stated **in the SCC**, insurances under this GCC: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage; (c) shall cover all loss and damage from any cause not specifically stated

	under the contract to be Employer's Risks; (d) shall also cover, to the extent specifically specified in **the SCC**, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in GCC 19 [Force Majeure], excluding (in each case) risks which are not insurable at commercially reasonable terms; and (e) may however exclude loss of, damage to, and reinstatement of: (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below), (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its

	design, materials or workmanship
18.3 Insurance against Injury to Persons and Damage to Property	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under GCC 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under GCC 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. Unless otherwise stated **in the SCC**, the insurances specified in this GCC: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under GCC 18.2) arising out of the Contractor's performance of the Contract, and

	(d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in GCC 19 [Force Majeure], except to the extent that cover is available at commercially reasonable terms.
18.4 Insurance for Contractor's Personnel	The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The insurance shall cover the Employer and the Project Manager against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the

	Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from wilful acts and omissions, neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained and be in effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.
S. Force Majeure	
19.1 Definition of Force Majeure	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so

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

19.2 Notice of Force Majeure	If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 working days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused from performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
19.3 Duty to Minimize Delay	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

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

	GCC 3.5 [Determinations] to determine these matters.
19.5 Force Majeure Affecting Subcontractor	If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.
19.6 Optional Termination, Payment and Release	If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 14 working days after the notice is given, and the Contractor shall proceed in accordance with GCC 16.3 [Cessation of Work and Removal of Contractor's Equipment]. Upon such termination, the Project Manager upon written approval of the Employer shall, determine the value of

	the work done and issue a Payment Certificate which shall include: (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works; and
19.7 Release from Performance	Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their

	contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance: (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC 19.6.
T. Claims, Disputes and Arbitration	
20.1 Contractor's Claims	If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor

	became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this GCC shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Contractor to keep further records. The Contractor shall permit the Project Manager to inspect all these records, and shall submit copies to the Project Manager.

	Within 14 days after the Contractor submission of Notice, or within such other period as may be approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. Within 28 days after receiving a claim or any further particulars supporting a claim, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period. Within the above defined period of 28 days, the Project Manager upon written approval of the Employer shall proceed in accordance with GCC 3.5 [Determinations] to determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

	If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer it to the other Party for Amicable settlement in accordance with GCC 20.2 The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Clause.
20.2 Amicable Settlement	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred to a Dispute Adjudication Panel (DAP) nominated by the appointing Authority specified **in the SCC.**

20.3 Appointment of the Dispute Adjudication Panel	Disputes shall be referred to a Dispute Adjudication Panel (DAP) for decision in accordance with GCC 20.4 [Obtaining Dispute Adjudication Panel's Decision]. The Appointing Authority of the DAP shall appoint the DAP members when the Dispute arises. The DAP shall comprise, as stated **in the SCC**, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated in the SCC, the DAP shall comprise three persons, one of whom shall serve as chairman. The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert where Parties mutually approve, whom the DAP consults, shall be in accordance with the rules of the Appointing Authority. Each Party shall be responsible for paying one-half of this remuneration. If a member declines to act or is unable to act as a result of death, disability,

	resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been Appointed, as described in this Sub-Clause. Unless otherwise agreed by both Parties, the appointment of the DAP (including each member) shall expire when the DAP issues a decision.
20.4 Obtaining Dispute Board's Decision	If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, and the Parties have failed to resolve through amicable settlement, either Party may notify in writing the other Party and the Appointing Authority for appointment of the DAP. Upon Appointment of the DAP by the Appointing Authority, the notifying Party may refer the dispute in writing to the DAP for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.

	For a DAP of three persons, the DAP shall be deemed to have received such reference on the date when it is received by the chairman of the DAP. Both Parties shall promptly make available to the DAP all such additional information, further access to the Site, and appropriate facilities, as the DAP may require for the purposes of making a decision on such dispute. The DAP shall be deemed to be not acting as arbitrator(s). Within 60 days after receiving such reference, or within such other period as may be proposed by the DAP and approved by both Parties, the DAP shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract. If either Party is dissatisfied with the DAP's decision, then the dissatisfied Party may, within 14 working days after

	receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DAP fails to give its decision within the period of 60 days (or as otherwise approved) after receiving such reference, then either Party may, within 14 working days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration. In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GCC 20.7 [Failure to Comply with Dispute Adjudication Panel's Decision], neither Party shall commence arbitration of a dispute unless a notice of dissatisfaction to the other Party has been given in accordance with this Sub-Clause. If the DAP has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 14 working days after it received the DAP's decision, then the decision shall become final and binding upon both Parties.

20.5 Arbitration	Any dispute not settled amicably and in respect of which the DAP's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties: (a) For contracts with foreign contractors: (i) international arbitration with proceedings administered by the international arbitration institution stated **in the SCC**, in accordance with the rules of arbitration of the appointed institution; Provided that Parties may agree **in the SCC** to resolve their dispute in accordance with provisions of paragraph (b) of this GCC. (ii) the place of arbitration shall be stated **in the SCC** or such other place selected in accordance with the applicable arbitration rules; and (iii) the arbitration shall be conducted in the language for communications defined in GCC 5.3; and

	(b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of Tanzania. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DAP, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute. Neither Party shall be limited in the proceedings before the arbitrators to the evidence nor arguments previously put before the DAP to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAP shall be admissible in evidence in the arbitration. Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DAP shall not be altered by reason of any arbitration being

	conducted during the progress of the Works.
20.6 Failure to Comply with Dispute Board's Decision	In the event that a Party fails to comply with a DAP decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration

PART VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Special Conditions of Contract

SCC Clause	GCC Clause	Conditions	Description
1.	1.1.2 & 1.3	Employer's name and address	The Employer is : **BUGANDO MEDICAL CENTRE P.O BOX 1370, WURZBUG ROEAD, MWANZA - TANZANIA**
2.	1.1.2 & 1.3	Project Manager's name and address	The Project Manager is ;
3.	1.1.3	Time for Completion	Time for completion is : **13 WEEKS**
4.	1.1.3	Defects Liability Period	The defects liability period is: **12 MONTHS**
5.	1.1.5	Section	
6	1.1.6	Site	The site of the works is: **ICU DEPARTMENTS AT BUGANDO MEDICAL CENTRE P. O BOX 1370 - MWANZA**

SCC Clause	GCC Clause	Conditions	Description
7	1.5 (j)	Other documents forming part of the Contract	Other documents forming part of the Contract are: 1. The Client's Notification of Award; 2. Acceptance Letter 3. Agreed Terms of Reference (TOR); and 4. Minutes of the Negotiation Meeting 5. schedule of work and schedule of materials 6. BOQ as per contractor's proposal approved by the client 7. General Condition of the Contract 8. Specific Condition of the Contract 9. Integrity Forms 10. Other documents
8	1.7	Supply of Documents	Number of Documents to be supplied by Contractor to the Project Manager shall be: **ONE ORIGINAL COPY AND TWO COPIES**
9	1.12	Compliance with the Law	Exceptions to compliance with the applicable Law: **NOT Applicable**
10	1.13	Taxes and Duties	Exceptions to compliance with the applicable tax laws: **Not Applicable**

SCC Clause	GCC Clause	Conditions	Description
			Note: Applicable only where the relevant exemptions or relief has been granted in writing. **Not Applicable**
11	1.15	Inspections and Audits	The Funding source is **THE GOVERNMENT OF UNITED REPUBLIC OF TANZANIA.**
12	2.1	Right of Access and Possession of the Site	Time for right of access and possession of the site is : **IMMEDIATELY AFTER SIGN OF THE CONTRACT WITHIN 48 HRS**
13	3.1	Employer's approval	Other requirements for Employer's approval of specified authority of the Project Manager: **AS PER CLIENT AND CONTRACOTOR'S AGREEMENT**
14	3.1 (d)	Response by the Project Manager	Time for a written response by the Project Manager is: **2 WORKING DAYS** **Note:** Number of days should not exceed **7 DAYS**.
15	4.2 & 8.6	Performance Security	The performance security shall be in the form of a **15% Premium Insurance Performance Bond** in the amount(s) of Contract Sum and in the same currency (ies) of the Contract Sum.

SCC Clause	GCC Clause	Conditions	Description
			Note: the security should not be less than 10% of the Contract Sum.
16	4.4	Sub-contractors	Exceptions or other requirements of sub-contracting: **Not Applicable**
17	4.16	Transport of Goods	Exceptions or other requirements: **Not Applicable**
18	4.21	Progress Reports	Exceptions or other requirements for monthly progress reports: **WEEKLY & MONTHLY PROGRESSIVE REPORT MUST BE PROVIDED**
19	4.22	Security of the Site	Exceptions or other requirements for security of the site: **SITE MUST BE SAFE UNDER CONTRACTOR'S HANDS ALL THE TIME**
20	5.1	General design obligations	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements: **WITHIN 2 DAYS** Note: **should not exceed 7 days**
20	8.1	Commencement of the works	Exceptions or other precedent conditions for commencement of the works: **AS PER AGREEMENT OF THE BOTH PARTIES**
20.	8.6 & 14.15(b)	Liquidated damages for delay of the Works	Liquidated damages for delay of the works is ***[0.01 %]*** of the Contract Sum per day.

SCC Clause	GCC Clause	Conditions	Description
21.	8.6	Liquidated Damage	Liquidated damage for delay shall be charged at the rate of: **0.01% of the contract value** The maximum amount of liquidated damages for delay is: ***15% of the Contract Sum.*** **Note**: maximum amount of liquidated damage should not exceed the maximum amount of performance security.
22.	9.1	Tests on Completion	Exceptions or other requirements for sequencing the tests on completion are: [*Applicable*]
23	12.1	Tests after Completion	Tests after completion shall be **AS PER AGREEMENT OF THE BOTH PARTIES** Exceptions or other requirements on obligation of the Employer for tests after completion are: [*insert exceptions (if any)*] *or* [*insert Not Applicable*]
	13.5	Provisional Sums	Percentage for adjustment of Provisional Sums **N/A**

SCC Clause	GCC Clause	Conditions	Description
24.	13.8	Adjustments for Changes in Cost	Period "n" applicable to the adjustment multiplier "Pn": [*Insert the period if different from one (1) month; if period "n" is one (1) month, insert* **"Not Applicable"**
25	14.1	The Contract Price	Exceptions or other requirements on the contract price are: **Not Applicable**
26	14.2	Advance payment	Total advance payment is 15% of the contract sum payable in the currencies and proportions in which the Contract sum is payable after submission of unconditional bank guarantee to secure advance payment Number and timing of payment of the advance payment is **2 INSTALLMENT**
27	14.2	Repayment of advance payment	Exceptions or other requirement for advance payment deductions from the interim payments are: [NOT *Applicable*]
28	14.2(b)	Repayment amortization rate of advance payment	Amortization rate of the amount of Interim Payment Certificate NOT APPLICABLE
29.	14.3	Percentage of Retention Money	Percentage of retention [*5%]* of the Contract Sum

SCC Clause	GCC Clause	Conditions	Description
30	14.3	Limit of Retention Money	Limit of retention *[5%]* of the Contract Sum.
31	14.5(b) (i)	Plant and Materials	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped en route to the Site [*insert the list*].
	14.5(c) (i)		Plant and Materials for payment when delivered to the Site: AS PER AGREEMENT OF THE BOTH PARTIES
32	14.7	Payment and Currency	The currency of payment shall be **TANZANIAN SHILLINGS**
33	14.10	Submission of Statement of Completion	Exceptions or other requirement for number of copies to be submitted by the Contractor are: APPLICALBE BASING ON THE SCHEDULE OF WORK
34	14.11	Final Statement	Exceptions or other requirement for number of copies of Final Statement to be submitted by the Contractor are: **One Months (1)**
35	17.6	Maximum total liability of the Contractor to the Employer	Maximum total Liability of the Contractor to the Employer will be 15% (0.15) the Contract Sum. Note: The multiplier must exceed one

SCC Clause	GCC Clause	Conditions	Description
36	18.1	Terms of Insurance by the Employer	Exceptions or other requirement for terms of insurance stipulated in the bidding document where the insuring party is the Employer are: N/A
		Periods for submission of insurance:	Periods for submission of insurance is **14 DAYS**
		Eligible Countries for Insurance	Eligible Countries are: *TANZANIA ONLY*
37	18.2	Insurance for Works and Equipments by the Contractor	Exceptions or other requirement for terms of insurance where the insuring party is the contractor are: **CONTRACTOR MUST INSURE HIS MACHINARIES AND ALL EQUIPMENTS ON SITE**
38	18.2(d)	Maximum amount to be covered by insurance of the Employer's risks	Maximum amount to be covered for insurance of the Employer's risks is: BMC PROPERTY ONLY
39	18.3	Insurance against Injury to Persons and Damage to Property by the Contractor	Exceptions or other requirement for terms of insurance against Injury to Persons and Damage to Property by the Contractor where the insuring party is the contractor are: *Applicable*

SCC Clause	GCC Clause	Conditions	Description
40.	20.2	Appointing Authority of DAP	Name of the appointing Authority of the DAP is: **National Chamber of Commerce (NCC)**
41.	20.3	Composition of DAP	The DAP shall be composed of: " one sole member"
42.	20.5(a) (i)	International Institution and Rules of arbitration	Institution and Rules of arbitration **Tanzania National Chamber of Commerce (NCC)**
43	20.5(a) (ii)	Place of Arbitration	Place of arbitration is **MWANZA-TANZANIA**
44	20.5(a)	Disputes with Foreign Contractors Resolved through Local Arbitration	Arbitration will be conducted in accordance with the Laws of Tanzania: *Applicable* Note: This is an option where the foreign contractor agrees to resolve dispute through arbitration under the Laws of Tanzania.

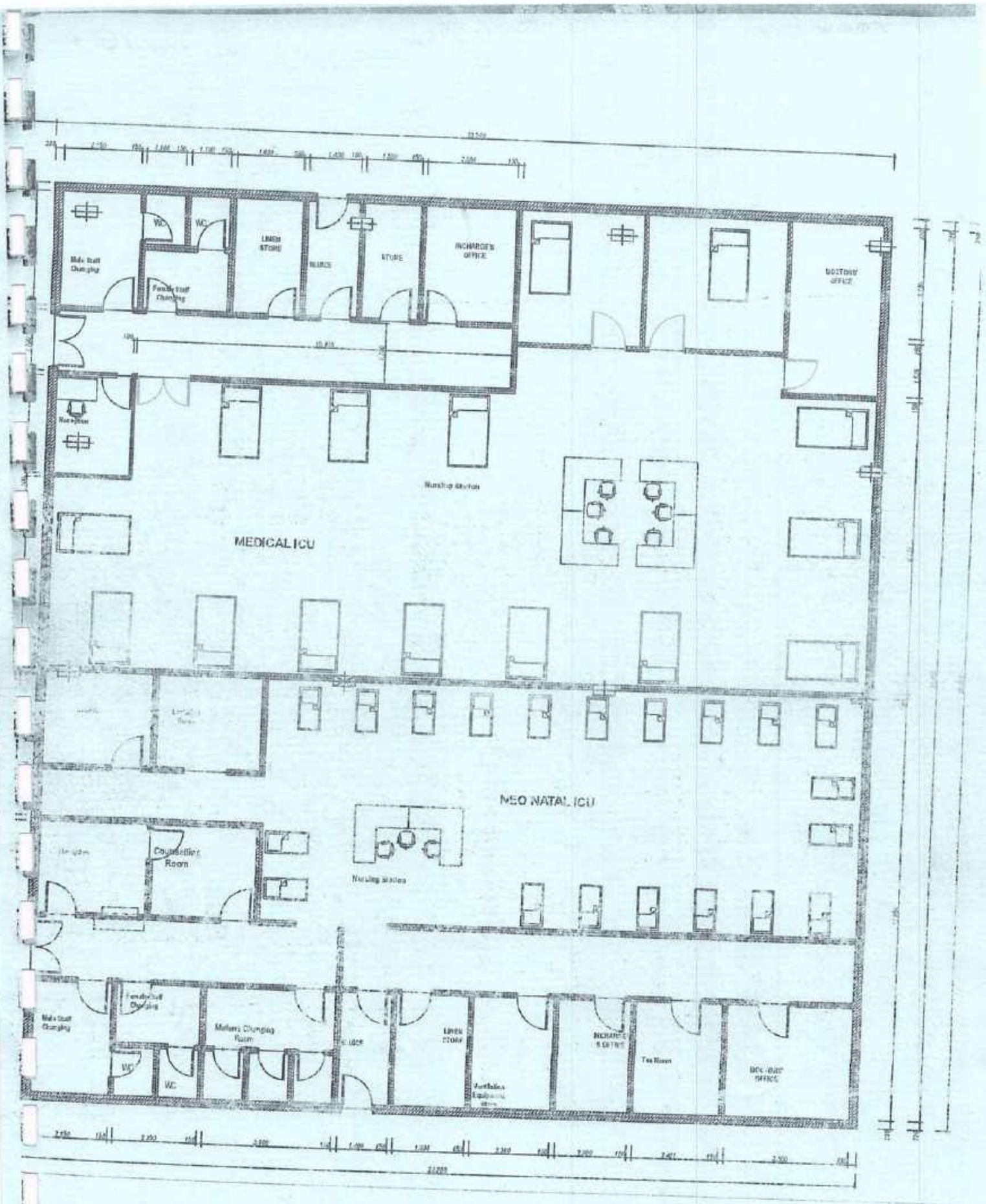
Table 1: Summary of Sections

Section Name/Description (GCC 1.1.5.6)	Time for Completion (GCC 1.1.3.3)	Damages for Delay (GCC 8.7)

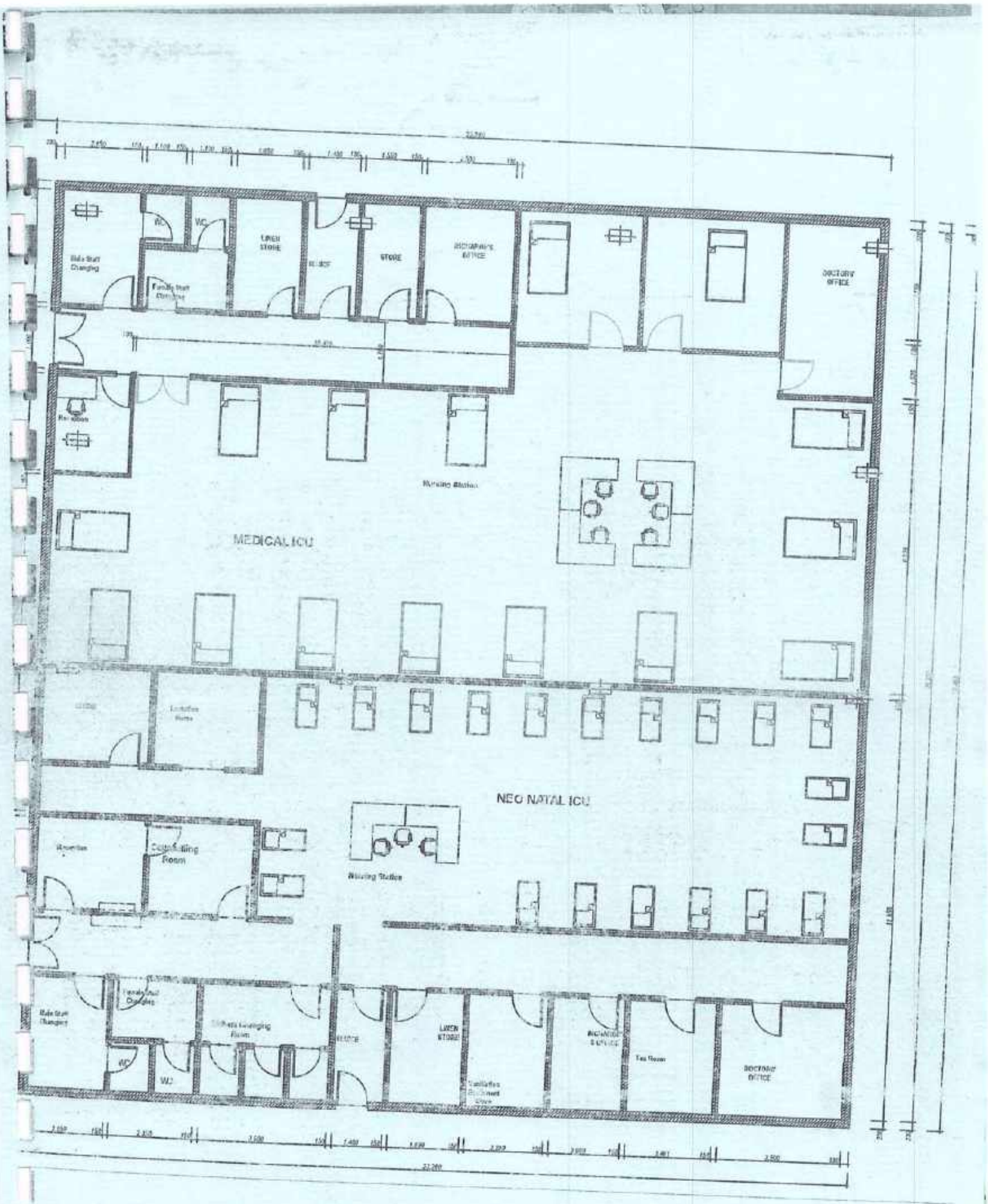
Table 2: Contractor's Comments on the Special Conditions Contract

SCC Clause	GCC Clause	Condition	Description by the Employer	Comments by the Contractor
20	5.1	General design obligations	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements: *[WITHIN 2 DAYS]* Note: should not exceed 14 days	
	13.5	Provisional Sums	Percentage for adjustment of Provisional Sums N/A	

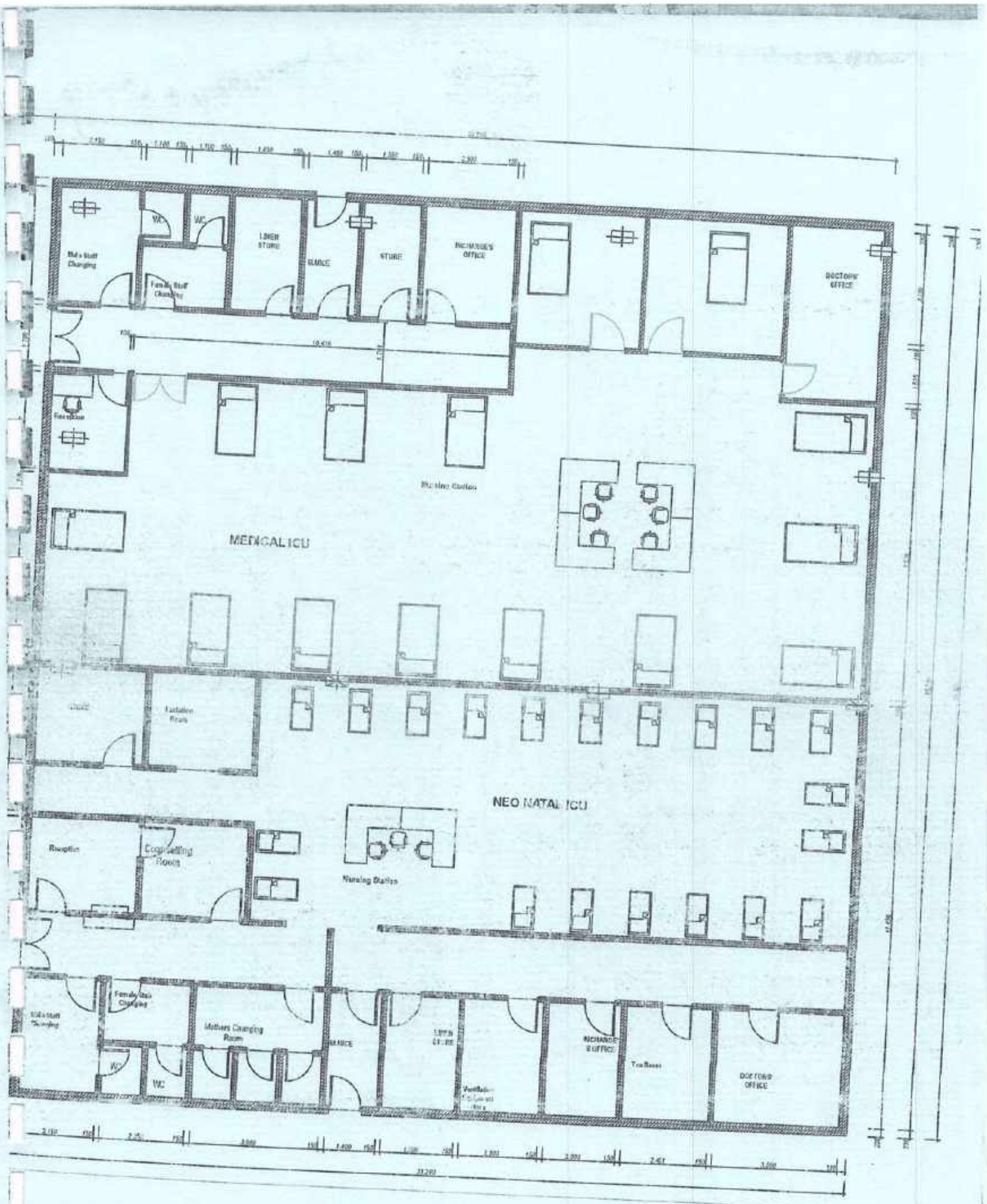
PART VII: DRAWINGS



PROPOSED MEDICAL ICU



PROPOSED MEDICAL ICU



PROPOSED MEDICAL ICU

DESIGN AND BUILD FOR EXTENSION OF MEDICAL ICU AND SURGICAL ICU AT BUGANDO MEDICAL CENTRE, MWANZA

GENERAL SUMMARY

	CONTRACT AMOUNT (TZS)
BILL № 1 PRELIMINARIES	6,881,910.00
BILL № 2 MEASURED WORKS ; MEDICAL ICU	212,216,909.14
BILL № 3 MEASURED WORKS ; SURGICAL ICU	193,682,237.40
BILL № 4 EXTERNAL WORKS	Omit
BILL № 5 PRIME COSTS AND PROVISIONAL SUMS	1,100,000.00
DESIGN & CONSULTANCY FEE (INCLUDING SUPERVISION)	24,000,000.00
SUB TOTAL TSHS.	437,881,056.54
ADD: 18% Value Added Tax (VAT)	78,818,590.18
GRAND TOTAL	516,699,646.72

Signed.....for and on behalf of.....

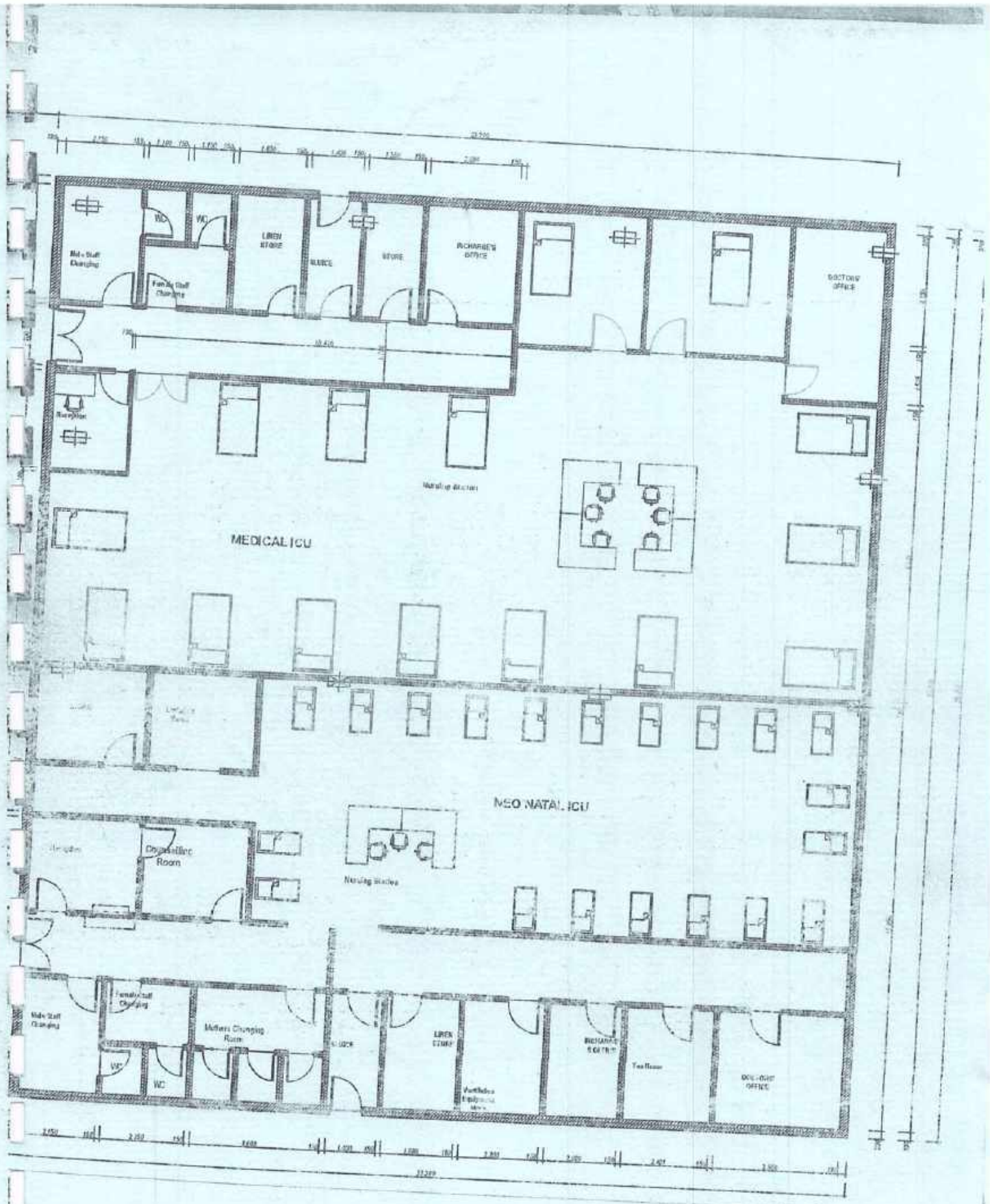
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Day of 2021

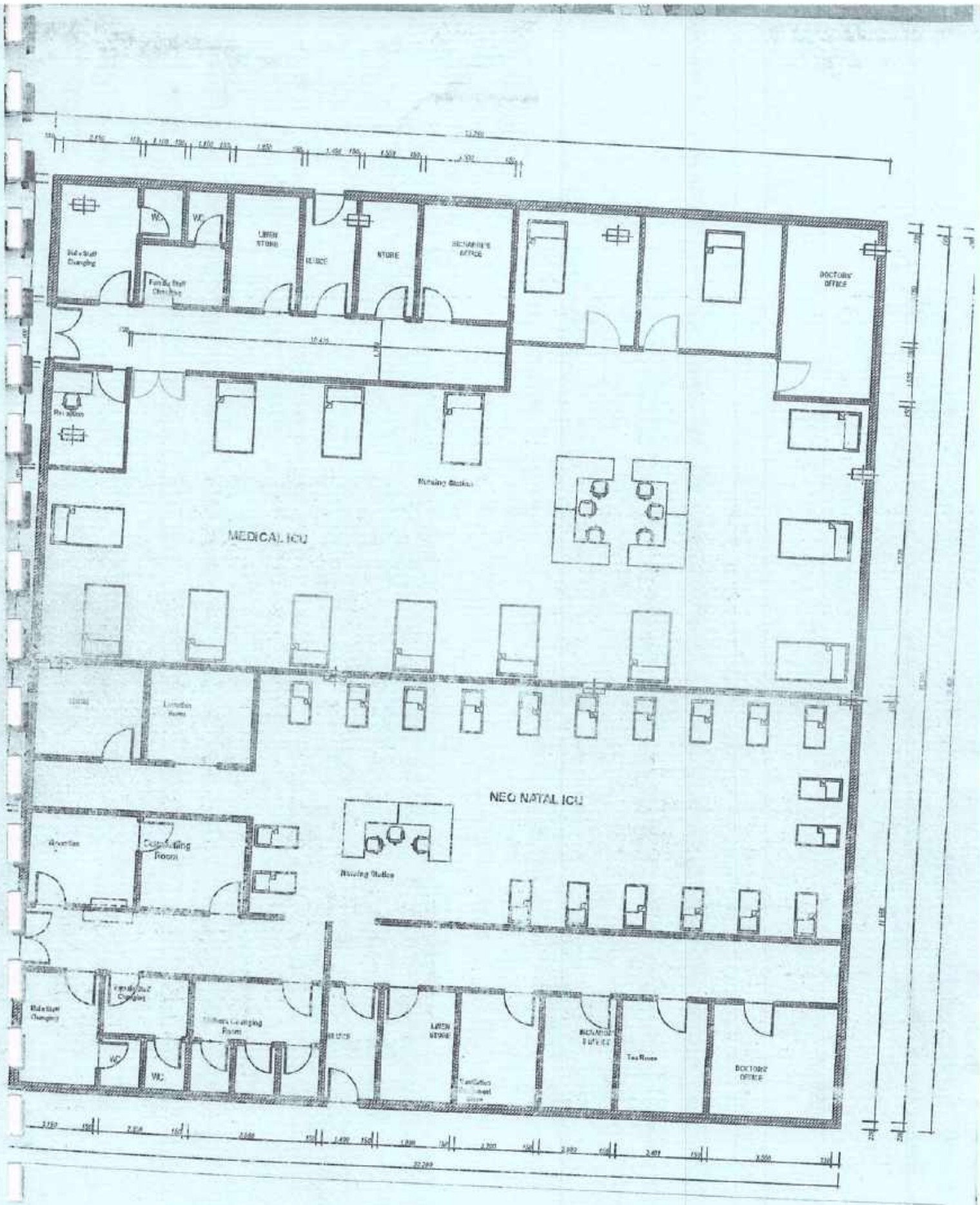
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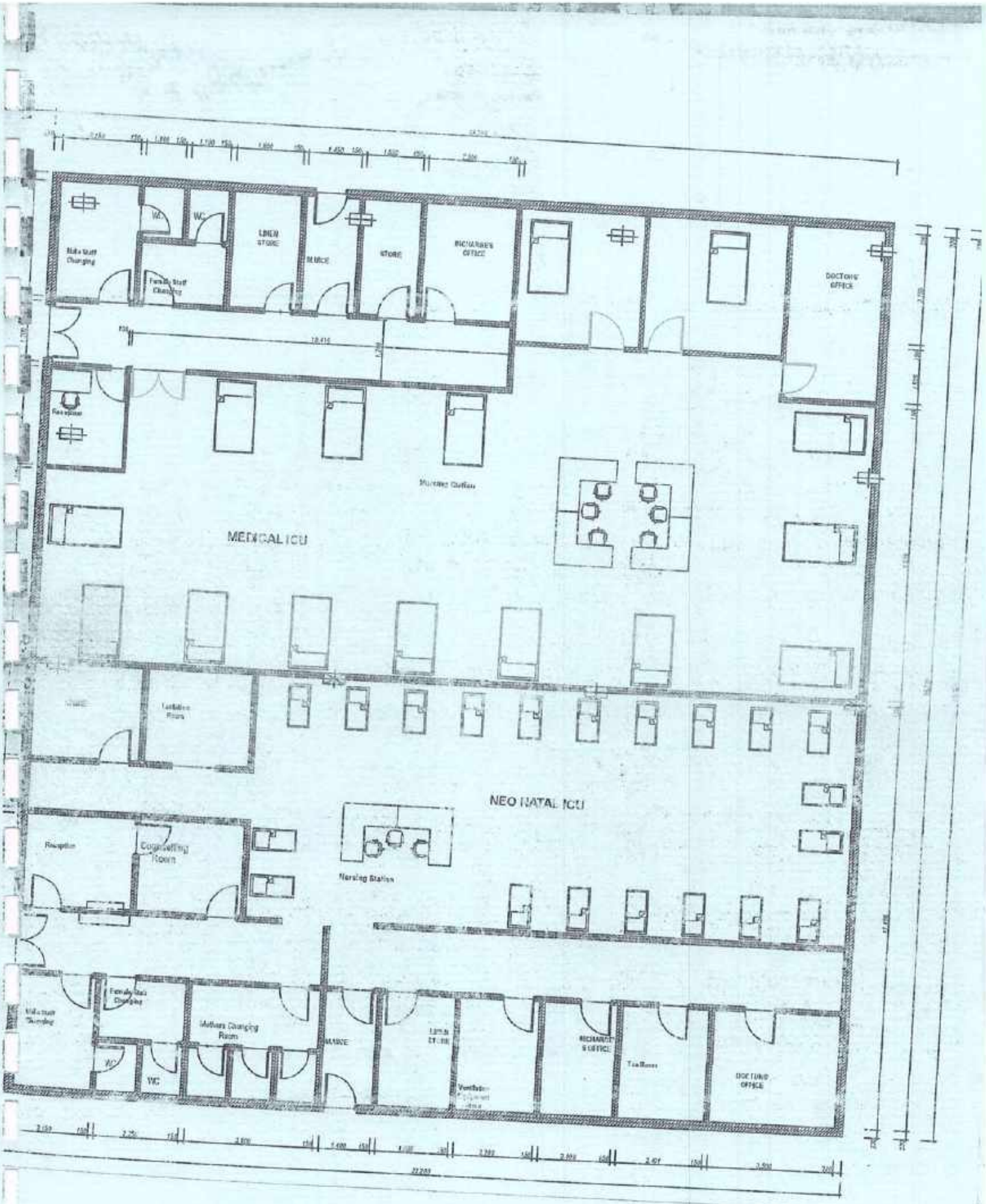
PART VII: DRAWINGS



PROPOSED MEDICAL ICU



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Signed..... .....for and on behalf of. .....

The capacity of..... Dated this .....

Day of 2021

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
	BILL NR.1 - PRELIMINARIES	
	DESCRIPTION OF SITE:	
A.	The site is located **at Bugando Medical Centre, Mwanza**	
B.	The contractor shall **prove and maintain** any necessary **temporary** roads, sleeper tracks, and temporary cross over **during the** execution **of the works**, clear away same **at completion** and **reinstate** and **make** good any work disturbed to the satisfaction of the local Authority and the employer.	-
	The Contractor shall be deemed to have visited the site and satisfied himself as to:-	
C.	i) The nature of the site	
D.	ii) The amount of bush, rubbish or debris to be cleared away before commencement.	
E.	iii) The nature of proximity and size of adjoining building and property.	
F.	iv) The nature of existing communications by roads or Otherwise.	
G.	v) The means of access to the site.	-
H.	vi) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.	
I.	vii) The source of adequate supplies of labour, plant and materials for the completion of the works.	
J.	If the contractor wishes to execute trial holes before submitting his tender, he may do so in positions to be agreed with the Employer and at his sole expenses, including the reinstatement of the ground if so required by the Employer.	
K.	The whole of the site will be available to the contractor immediately upon the issue of the order to commence.	
	TO COLLECTION TSHS.	-

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
A.	Any sand, aggregate to or other building materials shall be the property of the Employer and shall not be used in the construction of the works without the written consent of the Employer.	

B.	The contractor is to satisfy himself as to any difficulties that the site may present and to make all necessary enquiries to any point which in his opinion requires further elucidation as no claim for lack of information on any of the above will be entertained.	
	TO COLLECTION TSHS.	
ITEM	**DESCRIPTION**	**CONTRACT AMOUNT (TZS)**
	SINGULAR AND PLURAL	
A.	Word importing the singular only also includes the plural.	
	LAW GOVERNING CONTRACT	
B.	The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.	

	METHOD OF MEASUREMENT:	
C.	These Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa first edition (metric) published by the architectural association of Kenya chapter of Quantity Surveyor Act, 1970, and applied equally to the measurement of proposed works and of variations by Quantity Surveyors.	
D.	Variation of 'Builder's work' will be subject to the same amended rates of percentage of adjustment.	
	DEFINITIONS OF ABBREVIATIONS:	
E.	The contractor should take due notice of the under mentioned abbreviations:-	
F.	The contractor should take due notice of the under mentioned abbreviations:- mm - Millimetres cm - centimetres M^3 - cubic meters M^2 - square metres M - linear metres No. - Number Kg - Kilograms P.C - Prime cost	
G.	The contractor shall allow for keeping all records appertaining to the work and shall keep on the site a daily diary recording weather conditions, temperature, visitors to the site, etc.	
H.	The contractor is to supply to the employer such information as he may be required in connection with the work, including statement showing the number of men employed in all trades daily, and delivery notes (stating the name of the project) for all materials delivered to the site.)	
	TO COLLECTION TSHS.	

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
	EMPLOYER'S INSPECTION:	
A.	No work shall be covered up until it is inspected and approved by the employer.	
B.	The employer may at any time go to the end of defects liability period or during any extended time where any defect are being made good, instruct the contractor to open up, pull down, test or expose any	
	DISTURBANCE OR NUISANCE:	
C.	The contractor shall allow for taking all necessary precautions in the order and execution of the work so	
	TRESPASS, DAMAGE AND CARE OF WORKS:	
D.	The contractor shall prevent any trespass on the opinion adioining property and he shall take all	500,000

	TO COLLECTION TSHS.	**500,000**

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
A.	Should the contractor wish to erect scaffolding or to make use of adjoining property, he shall obtain prior permission from the employer and clear away at a completion of his work or when directed and make good any damage to his satisfaction. Except as provided for in the General conditions of contract, the contractor, shall be held responsible for the care of works generally until their completion, including all works executed and materials deposited on the site by himself or his sub-contractors or supplier together with all risks arising from weather, carelessness of operatives, damages and he shall make good all such damage or loss at his own expense	
B.	The contractor shall be responsible for the protection of any adjacent building, boundary walls, and fences, services either overhead or underground and for the making good of or paying for all damage thereto, should such be caused in the course of building operations.	
C.	The contractor shall allow for making good all damage to the road, kerbs, surface water channels, etc. Occasioned by heavy traffic, delivery of materials and building operations generally to the entire satisfaction of the employer and shall be responsible for observing any by law of local authority regarding keeping the road free from mud, filth dirt, etc, out of the execution of the works.	
	PROTECTION FROM THE WEATHER:	

D.	The contractor shall allow for covering up and protecting all new work from injury by weather or any other cause. Any damage, loss or expense caused by non-compliance with the clause shall be at sole risk of the contractor.	-
	TO COLLECTION TSHS.	-

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
	TOOLS, PLANT AND SCAFFOLDING:	
A.	Provide all necessary cranes, hoists, concrete mixer and other plant including ladder, staging, access gangways tackle, tarpaulins, tools, moulds templates and other requisites necessary for proper executing, adapting from time to time as may be necessary and maintain all plant and equipment during the course of the contract.	981,910
B.	The contractor shall allow for providing adapting from time to time as may be necessary and maintaining all scaffolding scaffold boards and temporary staging, etc, necessary for the execution of the works.	
C.	The contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, etc. whether the same may or may not be particularly shown on the drawings, specifications provided that the same is reasonably to be inferred there from.	
	SITE ACCOMODATION:	
D.	The contractor shall provide and maintain any necessary temporary office accommodation required by him and his sub-contractors suitably equipped with desks, chairs, drawing boards, and electric lighting and telephone.	2,000,000
E.	The contractor shall provide and maintain for his workers latrine facilities washing and drinking water, first aid equipment's and shelters equipped with tables, benches and checking facilities all to the reasonable satisfaction of the workers and approved by the employer and Health authorities.	-

F.	The contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for him and his-sub-contractors for the execution of the works.	1,000,000
	TO COLLECTION TSHS.	**3,981,910**

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
	WATER FOR THE WORKS	
A.	The contractor shall allow for all necessary clean fresh water for the works, including that required by sub-contractors and for any temporary plumbing meters and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	-
	LIGHTING AND POWER FOR THE WORKS	
B.	The contractor shall allow for providing and maintaining a temporary electricity supply for the works including that required by sub-contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make all works disturbed.	-
	WATCHING AND LIGHTING:	
C.	The contractor shall allow for providing and maintaining any barriers, hoarding, watching, lighting, which must comply with the By-laws of requirements of the local authority and policy regulations and the contractor must give all requisite policies to those authorities and provide everything necessary to protect the general public Workmen, plant, materials and the whole of the works.	500,000
D.	No advertisement will be permitted without the written authority of the employer.	
	SIGN BOARD:	
E.	The contractor shall provide and erect a large sized sign board on the site showing the title of the contract, the name and address of the employer, consultant, nominated suppliers and sub-contractor and such information as may be required by the employer who shall provide the sign layout and colors of the Board. The board shall be repainted when necessary and removed when no longer required.	600,000

	TO COLLECTION TSHS.	**1,100,000**

ITEM	DESCRIPTION	CONTRACT AMOUNT (TZS)
	PROTECTION:	
A.	The contractor is required to protect works section until completion.	
	TESTING:	
B.	Allow for testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the employer and local authority.	100,000
	DEMOBILIZATION, REMOVING RUBBISH AND CLEANING:	
C.	The contractor shall make good all defects and injuries to the works, clean down external faces wash off stains to face work, clean off marks mortar and cement, clean windows inside and out, scrub floors, flush drains run and leave all parts of the works clean, free from rubbish and waste materials and perfect on completion.	700,000
D.	The contractor shall clean and cart away all rubbish as it accumulates and keep the works in orderly condition to the satisfaction of the employer.	500,000
	TO COLLECTION TSHS.	**1,300,000**

	PAGE	TSHS.
	COLLECTION	
	Page No. 8/1/1	-
	Page No. 8/1/2	-
	Page No. 8/1/3	-
	Page No. 8/1/4	**500,000**
	Page No.8/1/5	-
	Page No. 8/1/6	**3,981,910**
	Page No. 8/1/7	**1,100,000**
	Page No. 8/1/8	**1,300,000**
	BILL NR.1 - PRELIMINARIES CARRIED TO GENERAL SUMMARY	**6,881,910**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 1: SUBSTRUCTURE				
	SITE PREPARATION				
A	Clear site of bushes, shrubs, undergrowth and the like including grubbing up their roots and remove from site.	274	M^2	500.00	Not Applicable
	EXCAVATIONS AND EARTHWORKS				
B	Excavate oversite average 150mm deep to remove vegetable soil and remove from site.	274	M^2	1,000.00	273,853.50
C	Excavate foundation trenches not exceeding 1.50 metres deep.	42	M^3	4,000.00	168,729.12
D	Excavate pit to receive column bases not exceeding 1.50 meters deep.	-	M^3	4,000.00	-
E	Extra over any kind of excavation for breaking up rock and the like.	8	M^3	20,000.00	168,729.12
F	backfilling; well rammed and consolidated around foundations excavated material at foundation trenches excavated material at column base pits	27	M^3	3,000.00	82,255.45
G	Load up surplus excavated material and remove from site.	56	M^3	3,000.00	167,525.47
H	**DISPOSAL OF WATER** Allow for keeping excavations free from water (except spring and running water) by pumping, bailing or by other means necessary.		Item		50,000.00
J	**PLANKING AND STRUTTING** Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations.		Item		50,000.00
A	**HARDCORE** 250mm Thick bed well leveiled, compacted and blinded with and including sand to receive polythene membrane (measured seperately)	274	M^2	7,428.57	2,034,340.29
B	Ditto to slopes not exceeding 15 degrees from horizontal.	41	M^2	7,428.57	305,151.04
C	**SOIL STERILISATION.** Treat top of hardcore with Aldrin 0.50% solution or other equal and approved anti - termite solution; strictly in accordance with the manufacturers printed instructions.	274	M^2	3,000.00	821,560.50
D	Ditto applied to sloping surfeces of compacted hardcore.	41	M^2	3,000.00	123,234.08
E	Ditto to sand filling around foundations; to one side of peripheral wall foundation; at a rate prescribed by manufacturers printed instructions, per 600mm width x 600mm depth.	71	LM	3,000.00	212,580.00
F	Ditto to earthback filling at a rate prescribed by manufacturers printed instructions, per 235mm widthx700mm deep to one side of peripheral foundation wall.	48	LM	3,000.00	142,800.00
					4,600,758.56

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
					4,600,758.56
	CONCRETE WORK				
	Plain insitu concrete grade 15:				
A	50mm Thick blinding (column bases).	-	M^2	12,000.00	-
B	Ditto (foundation footing).	33	M^2	12,000.00	399,840.00
	Plain in-situ concrete; grade 20; 20mm aggregates				
C	Strip footing	8	M^1	210,001.00	1,609,363.65
D	150mm Thick concrete bed	274	M^2	31,500.15	8,626,426.26
	Reinforced in-situ concrete; grade 25; 20mm aggregates; vibrated				
E	Column bases	-	M^3	240,000.15	-
F	Columns	-	M^3	240,000.15	-
G	Ground beam	5	M^3	240,000.15	1,182,384.73
	Reinforcement; Bars; BS4449; Cold worked deformed High Tensile Steel				
	Straight, bent or links				
H	various sizes T12 to Strip footing and Ground beams	966	Kg	3,300.00	3,188,331.30
J	T8 Links to Columns and beams	117	Kg	3,300.00	386,122.28
K	A142 Reinforcement Mesh	274	M^2	12,000.00	Omit
	Formwork; Generally				
L	generally; faces of column bases, starter columns and strip footing	22	M^2	10,000.00	218,960.00
M	To edges of beds height not exceeding 150mm	71	LM	1,500.00	106,290.00
	Foundation Walls				
N	230mm thick	57	M^2	36,245.48	2,070,242.02
	DAMP-PROOFING				
P	1000 Gauge polythene damp-proof sheet membrane; 200mm lapped joints.	274	M^2	3,000.00	821,560.50
Q	Tropical High Performance Felt Damp-Proof courses; lapped at joints and angles; 230mm wide bedded in cement mortar (1:4); laid horizontal.	48	LM	4,500.00	214,200.00
	SUNDRIES				
R	15mm Thick cement and sand (1:3) rendering applied in two coats to plinth wall.	32	M^2	4,223.22	134,665.78
S	Prepare and apply three coats of black bituminous paint to rendered plinth wall externally.	32	M^2	4,223.22	134,665.78
	TOTAL SUBSTRUCTURE CARRIED TO SUMMARY				**23,693,910.87**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 2: FRAME				
	CONCRETE WORK				
	Reinforced concrete grade "25" including vibrating around reinforcement				
A	Ring beams	5	M^3	240,000.15	1,182,384.73
B	Columns	-	M^3	240,000.15	-
	Reinforcement				
	High tensile hot rolled deformed steel bar reinforcement to BS 4449:1997				
C	12mm Bar to Ring beams	468	Kg	3,300.00	1,544,489.10
D	8mm Bar	117	KG	3,300.00	386,122.28
	Sawn formwork to				
E	Sides and soffits of horizontal Ring beams	43	M^2	10,000.00	428,400.00
F	Vertical sides of columns	-	M^2	10,000.00	-
	TOTAL, FRAME CARRIED TO SUMMARY				3,541,396.11

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 4: EXTERNAL WALLS				
	CONCRETE WORK				
	Precast concrete grade '20' including hoisting to position bedding and pointing in cement mortar (1:4)				
	Cills				
A	280 x 75mm weathered and throated cill finished fair all round	33	LM	15,000.00	495,000.00
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
B	230mm Wall	133	M^2	34,995.64	4,655,434.91
C	150mm Wall	-	M^2	-	-
D	Galvanized wire radder type horizontal reinforcement	46	LM	5,000.00	230,000.00
	TOTAL, EXTERNAL WALLS CARRIED TO SUMMARY				**5,380,434.91**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No.5:-ROOFING				
	ROOF COVER				
A	28 Gauge type Aluminium/Zinc coated,green colour (IT5) roofing sheets as manufactured by the ALUCO Division of Aluminium Africa Ltd, or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to purlins as per Engineer's approval	363	M^2	32,000	11,605,982.40
B	Raking Cutting	70	M	8,000	561,760.00
C	Ridge valley cap; as specified	35	M	9,000	317,340.00
D	100mm UPVC including wire gauze;Roof Vent Pipes	4	Nr	45,000	180,000.00
	ROOF STRUCTURE				
	The following in 16No. Truss type T1				
	Timber Trusses as per Structural Engineer's drawing 16				
E	50 x 100mm Treated Timber; Wall Plate	70	M	3,000.00	210,660.00
F	50 x 150mm Top Chords	161	M	4,500.00	722,592.15
G	50 x 100mm Struts.	185	M	3,000.00	553,987.31
H	50 x 150mm Bottom Chords	161	M	4,500.00	722,592.15
J	50 x 75mm Purlings	232	M	2,250.00	521,026.97
K	100 x 300mm Steel Gusset Plates	45	Nr	15,000	675,000.00
L	3 x 50 x 75mm Steel Angle Plates	65	Nr	7,000	455,000.00
M	300mm Mild Steel Bolts	35	Nr	2,000	70,000.00
N	20 x 220mm Hardwood Mninga; Fascia Board	84	M	7,500.00	631,290.00
P	Rain Water Gutter	84	M	22,500.00	1,893,870.00
	TOTAL, ROOFING WORKS CARRIED TO SUMMARY				**19,121,100.98**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 6:				
	DOORS				
	Joinery				
	Prime quality mninga or other equal and approved hardwood				
	Panel door: *Change into Aluminium Doors*				
A	40mm Thick panelled door ,Double leaf Swing doors, overall size 1500 x 2550mm high	2	Nr	642,600.00	1,285,200.00
B	40mm Thick panelled door ,Single leaf doors, overall size 900 x 2550mm high	19	Nr	481,950.00	9,157,050.00
C	40mm Thick panelled door ,Single leaf doors, overall size 800 x 2550mm high; within toilets	4	Nr	481,950.00	1,927,800.00
D	Rebated meeting stiles	33	LM	1,000.00	Omit
	Frames and finishings				
E	50 x 150mmFrame with one labours fixed to grounds (measured separately)	250	LM	22,800.00	Omit
F	50 x 150mm Frame fixed to grounds (measured separately)	-	LM	22,800.00	Omit
G	50 x 150mm Transome with one labour	23	LM	22,800.00	Omit
H	50 x 150mm Mullion	1	LM	22,800.00	Omit
J	22 x 42mm Moulded architrave	250	LM	2,800.00	Omit
K	22 x 22mm Moulded quadrant	58	LM	1,400.00	Omit
L	20 x 25mm Splayed glazing beads	58	LM	1,400.00	Omit
	Sawn hardwood third grade				
M	15 x 100mm Grounds, plugged	250	LM	4,670.00	Omit
	5mm Polished clear plate glass				
N	Panes over 0.50 but not exceeding 1.00 square metres	12	M^2	25,000.00	291,250.00
	Steel grills to External doors				
P	1500 x 2550mm high	1	Nr	229,500.00	229,500.00
Q	900 x 2550mm high	2	Nr	137,700.00	275,400.00
	To collection				13,166,200.00

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Ironmongery				
	Supply and fix the following ironmongery to hardwood with matching screws to "Union" reference or other equal and approved				
A	Three levers mortice lockset complete with furniture.External door only	5	Nr	93,220.34	466,101.69
B	Two levers mortice lockset complete with furniture.External door only	4	Nr	80,508.47	322,033.90
C	Hydraulic automatic door closer	5	Nr	90,000.00	450,000.00
D	100mm Aluminium butt hinges	21	PRS	10,000.00	210,000.00
E	150mm Aluminium flush bolts	21	Nr	9,400.00	197,400.00
F	180 degrees swing stainless steel Floor hinges	5	Nr	250,000.00	1,250,000.00
G	2.5mm Stainless steel kicking plate size 2/1600 x 300mm fixed to door shutter	10	Nr	120,000.00	Omit
H	2.5mm Stainless steel bumper plate size 2/1600 x 300mm fixed to door shutter	5	Nr	120,000.00	Omit
J	2.5mm Stainless steel finger plate size 2/150 x 300mm fixed to door shutter	5	Nr	20,700.00	Omit
K	25mm Diameter floor mounted rubber door stopper	27	Nr	8,625.00	232,875.00
	To collection				**3,128,410.59**
	COLLECTION				
	Page No. 6				13,166,200.00
	Page No. 7				3,128,410.59
	TOTAL, DOORS CARRIED TO SUMMARY				**16,294,610.59**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 7: WINDOWS				
	Supply and fix Glazed Aluminium windows including Mosquito gauze				
A	Window size 1800 x 1500mm High; W1	7	Nr	486,000.00	3,402,000.00
B	Window size 1500 x 900mm High; W2	5	Nr	243,000.00	1,215,000.00
C	Window size 1500 x 900mm High; W3	-	Nr	243,000.00	-
D	Window size 700 x 750mm High; W7	6	Nr	94,500.00	567,000.00
E	Window size 900 x 1500mm High; W4	-	Nr	243,000.00	-
F	Window size 1200 x 1500mm High; W5	6	Nr	324,000.00	1,944,000.00
G	Window size 750 x 1200mm High; W6	-	Nr	162,000.00	-
	Steel grills to windows				
H	Window size 1800 x 1500mm High; W1	7	Nr	180,000.00	1,260,000.00
J	Window size 1500 x 900mm High; W2	5	Nr	108,000.00	540,000.00
K	Window size 1500 x 900mm High; W3	-	Nr	108,000.00	-
L	Window size 700 x 750mm High; W7	6	Nr	42,000.00	252,000.00
M	Window size 900 x 1500mm High; W4	-	Nr	108,000.00	-
N	Window size 1200 x 1500mm High; W5	6	Nr	144,000.00	864,000.00
P	Window size 750 x 1200mm High; W6	-	Nr	72,000.00	-
	TOTAL, WINDOWS CARRIED TO SUMMARY				10,044,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 8: INTERNAL WALLS				
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
A	230mm Wall	-	M^2	34,995.64	-
B	150mm wall within added new building	10	M^2	24,988.72	244,164.80
C	150mm wall within existing building	233	M^2	24,988.72	5,817,374.52
	Dry Wall Partition				
E	Glazed Aluminium wall partition at Isolation rooms	68	M^2	210,000.00	14,288,400.00
	TOTAL, INTERNAL WALLS CARRIED TO SUMMARY				20,349,939.32

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 10 - FINISHINGS				
	In-situ finishings				
	Internal plastering in two coats steel trowelled to a smooth finish				
A	15mm To walls	485	M^2	5,000.00	2,425,710.00
	External cement and sand (1:4) rendering with approved plasticiser in two coats steel trowelled to a smooth finish				
B	15mm To walls	266	M^2	5,000.00	1,330,290.00
	Tiles, slab or block finishings				
	Porcelain floor tiles or other equal and approved with cushion edges fixed to screed with adhesive and pointed with coloured grout				
C	600 x 600 x 10mm Tiling to floors within work within new building	274	M^2	44,491.53	12,184,159.96
D	600 x 600 x 10mm Tiling to floors within work within existing building	342	M^2	44,491.53	15,212,631.36
E	100mm Tile skirting	384	LM	4,600.00	1,764,974.00
	White glazed ceramic wall tiles with cushion edges to BS 1282 fixed to backing with adhesive and pointed with white cement				
E	200 x 300 x 6mm Tiling to wall	70	M^2	35,000.00	2,450,000.00
F	Stainless steel heavy duty edge strip	384	LM	1,000.00	383,690.00
G	Cut and fit around small pipes; bars and the like	8	Nr	800.00	6,400.00
	Gypsum Ceilings				
H	Ceiling Cover; Gypsum; within new building	274	M^2	12,358.76	3,384,488.88
G	Ceiling Cover; Gypsum; within existing building	342	M^2	12,358.76	4,225,730.93
J	100mm Gypsum Cornice	384	LM	4,500.00	1,726,605.00
K	20mm Thick T&G to eaves	-	M^2	20,000.00	-
L	45 x 45mm Timber Cornice to eaves	-	M	4,100.00	-
M	50 x 50mm Treated Timber Ceiling Brandering at 600mm c/c	-	M	2,500.00	-
N	50 x 50mm Treated Timber T&G Brandering at 600mm c/c	-	M	2,500.00	-
	Sluice room Floor Finish				
P	Theatre flooring Anti Static material; self levelling 4mm thick epoxy floor or vinyl, seamless, coved, standard skip resistant floor as per theatre floor finish design requirements; covering 75 square metre both rooms	10	M^2	125,000.00	Omit
	To collection				**45,094,680.12**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Bed and Backings				
	Cement and sand (1:4)				
A	31mm Beds to receive porcelain tiles flooring	274	M^2	6,000.00	1,643,121.00
B	31mm Beds to receive Theatre flooring	10	M^2	6,000.00	57,600.00
C	12mm Backing to receive wall tiles	70	M^2	4,000.00	280,000.00
D	12mm Backing to receive tile skirting	38	M^2	4,000.00	153,476.00
	To collection				**2,134,197.00**
	COLLECTION				
	Page No. 11				45,094,680.12
	Page No. 12				2,134,197.00
	TOTAL, FINISHINGS CARRIED TO SUMMARY				**47,228,877.12**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Schedule No.1: Plumbing, Drainage and Fire Fighting Installation.				
	Cold Water Distribution System				
	PPR PIPE				
A	Supply and install 40mm diameter water supply pipe including fittings and accessories (elbows, Tees, connectors, bends etc).	44	Lm	10,500.0	462,000.0
B	Ditto but with 25mm diameter	52	Lm	9,500.0	494,000.0
C	Ditto but with 20mm diameter	42	Lm	7,200.0	302,400.0
D	Supply and install 12mm PVC flexible pipe connectors to wash hand Basins (WHB), water closet (WC's), kitchen sink (KS) etc.	9	Nos.	7,500.0	67,500.0
E	Supply and fix 20mm diameter stop/isolation valves with hand wheel, polished by manufacturer. The valves should comply with the specifications.	9	Nos.	35,500.0	319,500.0
F	Ditto but with 25mm diameter	4	Nos.	40,500.0	162,000.0
G	Ditto but with 32mm diameter	2	Nos.	45,600.0	91,200.0
H	**Sewerage**				
	Piping (uPVC class B)				
J	Supply and install 100mm diameter pipe or other specification to match with the existing pipes for foulwater pipes inside building including fittings and standard holder bats fixing to wall or slab requiring plugging.	64	Lm	10,500.0	672,000.0
K	Ditto but with diameter 50mm for waste water	74	Lm	8,500.0	629,000.0
L	Ditto but with diameter 40mm for waste water.	25	Lm	7,500.0	187,500.0
M	Allow for elbows, bends connector traps etc to suite the above installation.	1	Item	340,500.0	340,500.0
	External Sewerage:				
N	Allow for construction of foul water manhole of internal dimension 600 x 600mm, depth to invert level not exceeding 500mm complete with medium duty cast iron frame and cover.	4	Nos.	160,000.0	640,000.0
P	Allow for gully trap, size 300 x 300mm	4	Nos.	45,000.0	180,000.0
Q	Excavate trench not exceeding 0.5m deep and average width 500mm for laying sewerage pipes not exceeding 100mm diameter from the sanitary fitting or stack pipes to manholes/gully trap including back filling.	53	Lm	2,500.0	132,500.0
R	Septic Tank size 6450 x 3430mm depth as per standard drawing including excavations and all earth works	1	Nr	2,500,000.0	Not Applicable
S	Soakaway Pit size 3450mm Diameter and depth as per standard drawing including excavations and all earth works	1	Nr	1,800,000.0	Not Applicable
	Sub Total carried forward				4,680,100

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Sub Total brought forward				4,680,100
	SANITARY FITTINGS INSTALLATIONS				
	Sanitary Appliance as per specifications and schedule of sanitary fitting, However units of other manufacturers approved equal will be accepted.				
	Sanitary Appliances				
A	455 x 380 x 205mm WHB Sink	4	Nr	300,000	1,200,000.0
B	Stainless steel; Surgeon's Scrub up Trough	0	Nr	13,000,000	-
C	Stainless steel; Slop Hopper, Sink and work top	1	Nr	5,000,000	5,000,000.0
D	Sluice Sink	0	Nr	5,000,000	-
E	Hospital Sinks	1	Nr	800,000	800,000.0
F	WC Low Level	2	Nr	550,000	1,100,000.0
G	WC; Squatting type	0	Nr	150,000	-
H	Flexible pipe; Outlet Connector	8	Nr	25,000	200,000.0
J	Shower Tray	2	Nr	250,000	500,000.0
K	Toilet Paper Holder	2	Nr	30,000	60,000.0
L	850x600 x 6mm Mirror;Special	4	Nr	70,000	280,000.0
M	Soap Dishes; **(soap dispenser)**	4	Nr	80,000	320,000.0
N	Hand Drier 0302004 ips; Push button	2	Nr	400,000	800,000.0
	Ancillaries				
P	25mm Brass Stop valves	6	Nr	25,000	150,000.0
Q	20mm Brass Stop valves	1	Nr	20,000	20,000.0
R	Hand bedit within toilets	2	Nr	55,000	110,000.0
	Fit Outs				
S	Lockers to Packing room/Clean Supplies	1	Lot	800,000	Omit
T	Hardwood Benches at waiting lounge	-	Lot	2,000,000	-
U	Coat Hooks to Doctor's and Nurses Rooms (Changing Room)	2	Lot	30,000	60,000.0
W	Bed pans racks to Sluice	1	Nr	150,000	150,000.0
	Medical Gas Pipes				
X	12mm Copper Tubes	80	Lm	24,000	1,920,000.0
Y	15mm Copper Tubes	60	Lm	36,000	2,160,000.0
Z	22mm Copper Tubes	40	Lm	44,000	1,760,000.0
ZA	Elbows; Reducers Coupler, tee etc	1	Lot	1,000,000	1,000,000.0
	Lockable Line				
ZB	12mm Copper Tubes	4	Nos.	24,000	96,000.0
ZC	15mm Copper Tubes	4	Nos.	36,000	144,000.0
ZD	22mm Copper Tubes	8	Nos.	44,000	352,000.0
ZE	Associated accessories	1	Lot	2,000,000	2,000,000.0
	Sub Total carried forward				**24,862,100**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Sub Total brought forward				24,862,100
	FIRE FIGHTING INSTALLATION				
A	Supply and install CO2 ,6kg botle Portable Fire Extuinguisher	2	Nos.	250,000.0	500,000.0
B	Supply and install Dry Powder ,6kg botle Portable Fire Extuinguisher	2	Nos.	250,000.0	500,000.0
	SUB-TOTAL CARRIED TO MAIN SUMMARY				**25,862,100.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE NO. 2: AIR CONDITIONING INSTALLATIONS MECHANICAL VENTILLATION SYSTEM				
A	5.2KW Type split unit; Air conditioners (24,000 BTU)	1	Nos.	4,000,000.0	Omit
B	3.5KW Type split unit; Air conditioners	4	Nos.	2,000,000.0	Omit
C	120 x 75mm steelTrunking for all insulated pipes				
D	Remote control	5	Nos.	15,000	Omit
E	Control panel	2	Nos.	35,000	Omit
F	1C x 4.0mm2 PVC Copper Cables	6	LM	8,000	Omit
G	25mm Diameter heavy duty conduit pipes	6	LM	3,000	Omit
H	1C x 2.5mm2 PVC Copper Cables	12	LM	3,600	Omit
J	25mm Diameter heavy duty conduit pipes	12	LM	3,000	Omit
K	1C x 1.5mm2 PVC Copper Cables	8	LM	2,400	Omit
L	25mm Diameter heavy duty conduit pipes	8	LM	3,000	Omit
	SUB-TOTAL CARRIED TO MAIN SUMMARY				**0.00**
	Main Summary				
	Allow for "As Built Drawings" as specified				
1	Allow for "As Built Drawings" as specified				300,000.00
2	Allow for mobilization and demobilization to the site.				400,000.00
3	Schedule No.1: Plumbing, Drainage and Fire Fighting Installation.				25,862,100.00
4	Schedule No.2: Mechanical Ventillation Installation.				0.00
5	Operation and Maintenance manual				100,000.00
	TOTAL PLUMBING AND DRAINAGE INSTALLATION CARRIED TO GENERAL SUMMARY				**26,662,100.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELECTRICAL INSTALLATION				
1.1	**PREAMBLE**				
a	This boq should be read in conjunction with drawings, i.e. layouts and schematics				
b	In the event of there being any discrepancies between details on Drawings, descriptions in Specifications and descriptions in the Bills of Quantities then the item shall be deemed to have been priced in accordance with these documents in the following order of precedence – Drawings, Bills of Quantities.				
c	Where brands or manufacturers are mentioned it aimed to indicate the type and quality of product to be supplied to the project. Alternative equivalents will me accepted provided they meet the required specifications and standards.				
1.2	**UNIT SYMBOLS AND ACRONYMS**				
a	The symbols and acronyms used for units are defined as follows : it - Item, Lm - linear meter, No - number , LS - lump sum, PS - Provisional Sum				
1.3	**WIRING GUIDE**				
a	All internal Lighting points should be wired using 3x1.5mm^2 PVC/Cu single core cables in 20mm diameter conceiled and PVC conduits or surface trunking complete with all accessories excluding the fitting and the switch				
b	All outlet points for 13A switched socket shall be wired using 3x2.5mm^2 PVC/Cu cables in 25mm diamter concealed PVC conduits or inside the skirt trunking with all accessories including corners and bend covers but not the 13A switched socket outlet				
c	All outlet points for 20A DP switch should be wired using 3x2.5mm^2 PVC/Cu cables in 38mm dimater concealed PVC conduits or inside the skirt trunking complete with all accessories excluding the 20A DP switch and the final connection to equipment				
	SUB - TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SUB - TOTAL BROUGHT FORWARD				
d	All Telephone / Data Outlet points shall comprise of outlet box and draw wire installed in 38mm diameter concealed PVC conduits or inside the skirt trunking with all accessories including corners and bend covers but not the telephone/data outlet.				
e	TV outlet point comprising of conduit outlet box and draw wire in concealed 20mm diameter PVC conduits complete with all accessories excluding the TV outlet				
1.4	**LIGHTING LEGEND** This legend is given to highlight the type and quality of lights expected. Equal alternatives will be accepted But samples should be submitted for approval prior to bulky purchase.				
a	**Type BK** 8W LED Surface light with aluminium body and white finish (3000K) Warm Light				
b	**Type D** 1200mm linear Flourescent Light for double CFL with diffuser (2X36W). Cool light				
c	**Type E** 1200mm linear Flourescent light for single CFL (28W). Cool light				
d	**Type H** 40W (600mm X 600mm) Recessed Modular Led Panel With Color Temperature 4000 - 5000K, Body In Aluminium And PMMA Optical Material, Life Span > 30,000HRS				
e	**Type R** 18W LED Round Surface downlight with white finish for corridor. Cool light				
f	Type T 5W LED Recessed light for toilets with aluminium body and white finish (3000K) Warm Light				
g	**Type WL** Vandal and weather proof Wall for 28W CLF luminaire 4000K (Cool Light)				
h	**Type Exit** 1 X 11W E3MTXWHI MSR (As Shown In The Layouts) Double Sided One Direction Exit Sign For 3HRS Maintained Emergency As NVC / ABB Approved Equivalent				
	TOTAL FOR SHEDULE 1 CARRIED TO SUMMARY				-

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE No. 2: MAIN POWER DISTRIBUTION				
2.0	**DISTRIBUTION** **Supply and install the following**				
a	8 Way TPN distribution board with MCBs and integral 63A/300mA TPN RCCB incomer. Shown as **DB-G**	1	**No**	600,000.0	600,000.00
2.1	**MAIN CABLING & LEAD IN**				
a	4 Core 1 x 16mm² PVC/SWA/PVC/CU from **-TANESCO METER / SWITCH PANEL** to **DB**	25	**LM**	37,500.0	937,500.00
2.2	**Earthing**				
a	Provide adequate earthing for the entire electrical installations consisting of 900mmx900mmx3mm copper earth plate buried into soil of good (enhanced) conductivity through covered concrete inspection pit including all fixings as per current IEE regulations and to conform to TANESCO requirements	1	**Item**	500,000.0	500,000.00
	TOTAL FOR SCHEDULE No. 2 CARRIED TO SUMMARY				**2,037,500.00**



ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE No. 3:				
3.1	**WIRING**				
a	Light point - 1way including Ceiling fans	62	No	35,000.0	2,170,000.00
b	Light point - 2way	4	No	45,000.0	180,000.00
c	Switched socket point	32	No	55,000.0	1,760,000.00
d	20A DP switch point	4	No	55,000.0	220,000.00
e	Telephone / Data point	10	No	55,000.0	550,000.00
f	TV Socket point	1	No	40,000.0	40,000.00
3.2	**LIGHTING FITTING** **Supply, install, test and commission the following:** **NOTE that all fittings should be supplied complete with tubes and lamps**				
a	Type BK	8	No	29,500.0	236,000.00
b	Type D	8	No	120,000.0	960,000.00
c	Type E	1	No	32,500.0	32,500.00
d	Type H	28	No	130,000.0	3,640,000.00
e	Type R	10	No	45,000.0	450,000.00
f	Type T	4	No	23,350.0	93,400.00
g	Type WL	5	No	39,500.0	197,500.00
h	Type EXIT	2	No	145,000.0	290,000.00
3.3	**SWITCHES AND OUTLETS** **Supply, install, test and commission the following ABB/MK/CHINT Switch and Switch Socket:**				
a	10A 1gang 1way switch	11	No	7,500.0	82,500.00
b	10A 2 gang 1way switch	3	No	10,500.0	31,500.00
c	10A 1 gang 2way switch	12	No	11,500.0	138,000.00
d	13A single switched socket outlet	4	No	12,500.0	50,000.00
e	13A twin switched socket outlet	28	No	15,000.0	420,000.00
f	TV socket outlet	0	No	20,000.0	-
g	20A DP Switch	4	No	15,000.0	60,000.00
3.4	**CABLING**				
a	38mm diameter PVC conduit conceiled under floors and ceiling to ling the skirting trunking, IDF and cable tray	15	LM	3,500.0	52,500.00
b	170x50mm 3 compartment standard PVC trunking at 300mm A.F.F.L, type MK profile D, colour WHI complete with all accessories pre-packed fixing components, bends, corners and boxes for: 13A twin switch sockets, telephone/data outlets, cable retainers, end cover, carrier couplers e.t.c	25	LM	20,500.0	512,500.00
3.5	**ICT**				
a	12U Data Cabinet c/w 6way PDU	1	No	711,500.0	Fittings omitted
b	CAT 6 UTP Cables	320	M	2,000.0	Omitted
	TOTAL FOR SCHEDULE No. 3 CARRIED TO SUMMARY				**12,166,400.0**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE NO. 4: FIRE DETECTION AND ALARM SYSTEM				
4.0	**WIRING**				
a	Fire detection points; Use wireless system with battery	8	No.	65,500.0	Omit
4.1	**FITTINGS**				
a	1 Loop 2 Zones Networkable Convention Fire Alarm Control Panel complete with power supply units, plug in modules, loop extension board, charger and 24 hours battery standby unit	1	No	1,350,000.0	Omit
4.2	**Supply and install the following ARITECH / GST fire detection and alarm system accessories:**				
A	**Photoelectric Smoke Detector with base**	8	No	89,500.0	716,000.00
B	**Heat detector with base**	1	No	89,500.0	89,500.00
C	**Breakglass addressable call point (flush mounted)**	2	No	70,500.0	141,000.00
D	**Addressable sounder**	2	No	110,000.0	220,000.00
E	**Short Circuit Isolator**	2	No	75,000.0	Omit
F	20A DP switch for Fire Panel c/w wiring and socket outlet	1	No	25,000.0	Omit
	TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY				**1,166,500.00**
	SUMMARY				
1	**Schedule No. 1:** Preambles				For reference only
2	**Schedule No. 2:** Main Power Distribution: Wiring				2,037,500.00
3	**Schedule No. 3:** Ground floor : Wiring and fittings				12,166,400.00
4	**Schedule No. 4: Fire Detection**				1,166,500.00
	TOTAL ELECTRICAL INSTALLATION CARRIED TO SUMMARY				**15,370,400.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT NO. 11 - DECORATIONS				
	Internal work				
	Prepare and apply one thinned coat and two finishing coats of weather guard (silk) paint to:				
A	Plastered walls	485	M^2	5,000.00	2,425,710.00
B	Gypsum ceilings	274	M^2	5,000.00	1,369,267.50
C	Around Columns	-	M^2	-	-
	Prepare and prime only wood surfaces before fixing				
D	Frames and the like over 100 but not exceeding 200mm girth	125	LM	500.00	62,500.00
E	Frames and the like over not exceeding 100mm girth	36	LM	200.00	7,200.00
	Prepare , prime and apply one undercoat and two finishing coats of clear varnish on wood surfaces				
F	General surface	103	M^2	5,000.00	515,000.00
G	Frames and the like over 100 but not exceeding 200mm girth	73	LM	500.00	36,500.00
	Prepare , prime and spray paint with one undercoat and two finishing coats of clear varnish on wood surfaces				
H	General surface	-	M^2	5,000.00	-
	External work				
	Prepare and apply one undercoat and two finishing coats of acrylic anti-fungal paint to:				
J	Walls externally	266	M^2	5,000.00	1,330,290.00
K	Free standing Columns	-	M^2	5,000.00	-
	Epoxy paint within Sluice rooms to:-				
L	Walls	7	M^2	15,000.00	105,000.00
M	Ceilings	10	M^2	15,000.00	144,000.00
	TOTAL, DECORATIONS CARRIED TO SUMMARY				**5,995,467.50**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	BILL NO. 3 EXTENSION OF SURGICAL ICU AT BUGANDO MEDICAL CENTRE, MWANZA				
	SUMMARY				
	Element No.1: Substructure				23,693,910.87
	Element No.2: Frame:				3,541,396.11
	Element No.4: External walls:				5,380,434.91
	Element No.5: Roofing				19,121,100.98
	Element No.6: External doors:				16,294,610.59
	Element No.7: Windows:				10,044,000.00
	Element No.8: Internal walls:				20,349,939.32
	Element No.10: Finishing:				47,228,877.12
	Element No.11: Plumbing, Drainage and Mechanical Installation:				26,662,100.00
	Element No.12: Electrical Installation:				15,370,400.00
	Element No.13: Decorations:				5,995,467.50
	TOTAL TO GENERAL SUMMARY				**193,682,237.40**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	AMOUNT (TZS)
	BILL № 4				
	PC AND PROVISIONAL SUMS				
	The following Prime cost sums are for the works to be carried out by Statutory Authorities				
A.	Connection to main electricity; supply and provision of meters.				
B.	*Add:* For Profit.	1	Item	500,000.00	be done by Client
C.	*Add:* For General attendance.				
D.	Connection to water mains supply and provision of meters				
E.	*Add:* For Profit.	1	Item	500,000.00	be done by Client
F.	*Add:* For General attendance.				
G	Allow for provision of Medical gas	1	Item	-	-
	Add: For Profit.		6%		-
	Add: For General attendance.		6%		-
H	Allow for provision of Medical Equipment for Surgical operations	1	Item	-	-
	Add: For Profit.		6%		-
	Add: For General attendance.		6%		-
	The following provisional sums are for the works or costs which can not entirely be foreseen, defined or detailed during the preparation of the Bills of quantities and should be used in whole or in part at the discretion of the Architec				
J	Regular progress photographs to be produced fortnightly through out the contract period.				50,000.00
K	3000mm Diameter by 2.5metres deep Placenta pit comprising of 230mm thick block wall, reinforced concrete suspended slab and concrete cover including excavations and back filling; (Tshs 2,500,000/=)				Not Applicable
L	Water Tower to carry eleveted water tank measured separately comprising of $1m^3$ plain concrete footing, 21square metre 230mm thick cross block wall, 14 square metre 150mm thick reinforced concrete top and bottom slabs and concrete including excavations and back filling; (Tshs 3,500,000/=)				Not Applicable
	Demolition works including removal from site				
M	Carefully demolish existing windows and doors; make good surface	1	Lot	300,000.00	300,000.00
N	Carefully demolish existing walls and make good surface	1	Lot	300,000.00	300,000.00
P	Carefully rearrange existing services; make good surface	1	Lot	300,000.00	300,000.00
Q	Testing of materials				150,000.00
R	Contingencies				be decided by Client
	TOTAL TO GENERAL SUMMARY				1,100,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 1: SUBSTRUCTURE				
	SITE PREPARATION				
A	Clear site of bushes, shrubs, undergrowth and the like including grubbing up their roots and remove from site.	274	M^2	500.00	Not Applicable
	EXCAVATIONS AND EARTHWORKS				
B	Excavate oversite average 150mm deep to remove vegetable soil and remove from site	274	M^2	1,000.00	273,853.50
C	Excavate foundation trenches not exceeding 1.50 metres deep	138	M^3	4,000.00	552,175.68
D	Excavate pit to receive column bases not exceeding 1.50 meters deep.	-	M^3	4,000.00	-
E	Extra over any kind of excavation for breaking up rock and the like.	28	M^3	20,000.00	552,175.68
F	backfilling; well rammed and consolidated around foundations excavated material at foundation trenches excavated material at column base pits	90	M^3	3,000.00	269,185.64
G	Load up surplus excavated material and remove from site.	89	M^3	3,000.00	268,180.19
	DISPOSAL OF WATER				
H	Allow for keeping excavations free from water (except spring and running water) by pumping, bailing or by other means necessary.		Item		50,000.00
	PLANKING AND STRUTTING				
J	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations.		Item		50,000.00
	HARDCORE				
A	250mm Thick bed well levelled, compacted and blinded with and including sand to receive polythene membrane (measured seperately)	274	M^2	7,428.57	2,034,340.29
B	Ditto to slopes not exceeding 15 degrees from horizontal.	41	M^2	7,428.57	303,151.04
	SOIL STERILISATION.				
C	Treat top of hardcore with Aldrin 0.50% solution or other equal and approved anti - termite solution; strictly in accordance with the manufacturers printed instructions.	274	M^2	3,000.00	821,567.50
D	Ditto applied to sloping surfaces of compacted hardcore.	41	M^2	3,000.00	123,234.08
E	Ditto to sand filling around foundations; to one side of peripheral wall foundation; at a rate prescribed by manufacturers printed instructions, per 600mm width x 600mm depth.	71	LM	3,000.00	212,580.00
F	Ditto to earthback filling at a rate prescribed by manufacturers printed instructions, per 235mm widthx700mm deep to one side of peripheral foundation wall.	83	LM	3,000.00	249,090.00
					5,761,526.60

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
					5,761,526.60
	CONCRETE WORK				
	Plain insitu concrete grade 15:				
A	50mm Thick blinding (column bases).	-	M^2	10,000.00	-
B	Ditto (foundation footing).	58	M^2	10,000.00	581,210.00
	Plain in-situ concrete; grade 20; 20mm aggregates				
C	Strip footing	13	M^3	210,001.00	2,807,257.65
D	150mm Thick concrete bed	274	M^2	31,500.15	8,626,426.26
	Reinforced in-situ concrete; grade 25; 20mm aggregates; vibrated				
E	Column bases	-	M^3	240,000.15	-
F	Columns	-	M^3	240,000.15	-
G	Ground beam	8	M^3	240,000.15	1,833,303.53
	Reinforcement; Bars; BS4449; Cold worked deformed High Tensile Steel				
	Straight, bent or links				
H	various sizes T12 to Strip footing and Ground beams	1,595	Kg	3,300.00	5,262,150.80
J	T8 Links to Columns and beams	181	Kg	3,300.00	598,687.82
K	A142 Reinforcement Mesh	274	M^2	12,000.00	Omit
	Formwork; Generally				
L	generally; faces of column bases, starter columns and strip footing	38	M^2	10,000.00	381,938.00
M	To edges of beds height not exceeding 150mm	71	LM	1,500.00	106,290.00
	Foundation Walls				
N	230mm thick	100	M^2	36,245.48	3,611,355.00
	DAMP-PROOFING				
P	1000 Gauge polythene damp-proof sheet membrane; 200mm lapped joints.	274	M^2	3,000.00	821,560.50
Q	Tropical High Performance Felt Damp-Proof courses; lapped at joints and angles; 230mm wide bedded in cement mortar (1:4); laid horizontal.	83	LM	4,500.00	373,635.00
	SUNDRIES				
R	15mm Thick cement and sand (1:3) rendering applied in two coats to plinth wall.	32	M^2	4,223.22	134,665.78
S	Prepare and apply three coats of black bituminous paint to rendered plinth wall externally.	32	M^2	4,223.22	134,665.78
	TOTAL SUBSTRUCTURE CARRIED TO SUMMARY				**31,034,672.72**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 2: FRAME				
	CONCRETE WORK				
	Reinforced concrete grade "25" including vibrating around reinforcement				
A	Ring beams	8	M^3	240,000.15	1,833,303.53
B	Columns	-	M^3	240,000.15	-
	Reinforcement				
	High tensile hot rolled deformed steel bar reinforcement to BS 4449:1997				
C	12mm Bar to Ring beams	726	Kg	3,300.00	2,394,751.26
D	8mm Bar	181	KG	3,300.00	598,687.82
	Sawn formwork to				
E	Sides and soffits of horizontal Ring beams	75	M^2	10,000.00	747,270.00
F	Vertical sides of columns	-	M^2	10,000.00	-
	TOTAL, FRAME CARRIED TO SUMMARY				**5,574,012.61**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 4: EXTERNAL WALLS				
	CONCRETE WORK				
	Precast concrete grade '20' including hoisting to position bedding and pointing in cement mortar (1:4)				
	Cills				
A	280 x 75mm weathered and throated cill finished fair all round	33	LM	15,000.00	495,000.00
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
B	230mm Wall	50	M^2	34,995.64	1,739,423.26
C	150mm Wall	-	M^2	-	-
D	Galvanized wire radder type horizontal reinforcement	46	LM	5,000.00	230,000.00
	TOTAL, EXTERNAL WALLS CARRIED TO SUMMARY				**2,464,423.26**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No.5:-ROOFING				
	ROOF COVER				
A	28 Gauge type Aluminium/Zinc coated,green colour (IT5) roofing sheets as manufactured by the ALUCO Division of Aluminium Africa Ltd, or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to purlins as per Engineer's approval	363	M^2	32,000	11,605,982.40
B	Raking Cutting	70	M	8,000	561,760.00
C	Ridge valley cap; as specified	35	M	9,000	317,340.00
D	100mm UPVC including wire gauze;Roof Vent Pipes	4	Nr	45,000	180,000.00
	ROOF STRUCTURE				
	The following in 16No. Truss type T1 16				
	Timber Trusses as per Structural Engineer's drawing				
E	50 x 100mm Treated Timber, Wall Plate	70	M	3,000.00	210,660.00
F	50 x 150mm Top Chords	161	M	4,500.00	722,592.15
G	50 x 100mm Struts.	185	M	3,000.00	553,987.31
H	50 x 150mm Bottom Chords	161	M	4,500.00	722,592.15
J	50 x 75mm Purlings	232	M	2,250.00	521,026.97
K	100 x 300mm Steel Gusset Plates	45	Nr	15,000	675,000.00
L	3 x 50 x 75mm Steel Angle Plates	65	Nr	7,000	455,000.00
M	300mm Mild Steel Bolts	35	Nr	3,000	105,000.00
N	20 x 220mm Hardwood Mninga; Fascia Board	84	M	7,500.00	631,290.00
P	Rain Water Gutter	84	M	22,500.00	1,893,870.00
	TOTAL, ROOFING WORKS CARRIED TO SUMMARY				**19,156,100.98**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 6:				
	DOORS				
	Joinery				
	Prime quality mninga or other equal and approved hardwood				
	Panel door; *Change into Aluminium Doors*				
A	40mm Thick panelled door ,Double leaf. Swing doors, overall size 1500 x 2550mm high	3	Nr	642,600.00	1,927,800.00
B	40mm Thick panelled door ,Single leaf doors, overall size 900 x 2550mm high	27	Nr	481,950.00	13,012,650.00
C	40mm Thick panelled door ,Single leaf doors, overall size 800 x 2550mm high; within toilets	4	Nr	481,950.00	1,927,800.00
D	Rebated meeting stiles	45	LM	1,000.00	Omit
	Frames and finishings				
E	50 x 150mmFrame with one labours fixed to grounds (measured separately)	340	LM	22,800.00	Omit
F	50 x 150mm Frame fixed to grounds (measured separately)	-	LM	22,800.00	Omit
G	50 x 150mm Transome with one labour	32	LM	22,800.00	Omit
H	50 x 150mm Mullion	2	LM	22,800.00	Omit
J	22 x 42mm Moulded architrave	340	LM	2,800.00	Omit
K	22 x 22mm Moulded quadrant	79	LM	1,400.00	Omit
L	20 x 25mm Splayed glazing beads	79	LM	1,400.00	Omit
	Sawn hardwood third grade				
M	15 x 100mm Grounds, plugged	340	LM	4,670.00	Omit
	5mm Polished clear plate glass				
N	Panes over 0.50 but not exceeding 1.00 square metres	16	M^2	22,000.00	352,000.00
	Steel grills to External doors				
P	1500 x 2550mm high	1	Nr	229,500.00	229,500.00
Q	900 x 2550mm high	1	Nr	137,700.00	137,700.00
	To collection				**17,587,450.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Ironmongery				
	Supply and fix the following ironmongery to hardwood with matching screws to "Union" reference or other equal and approved				
A	Three levers mortice lockset complete with furniture;External door only	6	Nr	93,220.34	559,322.03
B	Two levers mortice lockset complete with furniture;External door only	4	Nr	80,508.47	322,033.90
C	Hydraulic automatic door closer	6	Nr	90,000.00	540,000.00
D	100mm Aluminium butt hinges	24	PRS	10,000.00	240,000.00
E	150mm Aluminium flush bolts	30	Nr	9,400.00	282,000.00
F	180 degrees swing stainless steel Floor hinges	5	Nr	250,000.00	1,250,000.00
G	2.5mm Stainless steel kicking plate size 2/1600 x 300mm fixed to door shutter	12	Nr	120,000.00	Omit
H	2.5mm Stainless steel bumper plate size 2/1600 x 300mm fixed to door shutter	6	Nr	120,000.00	Omit
J	2.5mm Stainless steel finger plate size 2/150 x 300mm fixed to door shutter	6	Nr	20,700.00	Omit
K	25mm Diameter floor mounted rubber door stopper	37	Nr	8,625.00	319,125.00
	To collection				**3,512,480.93**
	COLLECTION				
	Page No. 6				17,587,450.00
	Page No. 7				3,512,480.93
	TOTAL, DOORS CARRIED TO SUMMARY				**21,099,930.93**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 7: WINDOWS				
	Supply and fix Glazed Aluminium windows including Mosquito gauze				
A	Window size 1800 x 1500mm High; W1	7	Nr	486,000.00	3,402,000.00
B	Window size 1500 x 900mm High; W2	5	Nr	243,000.00	1,215,000.00
C	Window size 1500 x 900mm High; W3	-	Nr	243,000.00	-
D	Window size 700 x 750mm High; W7	6	Nr	94,500.00	567,000.00
E	Window size 900 x 1500mm High; W4	-	Nr	243,000.00	-
F	Window size 1200 x 1500mm High; W5	6	Nr	324,000.00	1,944,000.00
G	Window size 750 x 1200mm High; W6	-	Nr	162,000.00	-
	Steel grills to windows				
H	Window size 1800 x 1500mm High; W1	7	Nr	180,000.00	1,260,000.00
J	Window size 1500 x 900mm High; W2	5	Nr	108,000.00	540,000.00
K	Window size 1500 x 900mm High; W3	-	Nr	108,000.00	-
L	Window size 700 x 750mm High; W7	6	Nr	42,000.00	252,000.00
M	Window size 900 x 1500mm High; W4	-	Nr	108,000.00	-
N	Window size 1200 x 1500mm High; W5	6	Nr	144,000.00	864,000.00
P	Window size 750 x 1200mm High; W6	-	Nr	72,000.00	-
	TOTAL, WINDOWS CARRIED TO SUMMARY				**10,044,000.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 8: INTERNAL WALLS				
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
A	230mm Wall	-	M^2	34,995.64	-
B	150mm wall within added new building	199	M^2	24,988.72	4,982,401.35
C	150mm wall within existing building	157	M^2	24,988.72	3,927,477.46
	Dry Wall Partition				
E	Glazed Aluminium wall partition at Isolation rooms	45	M^2	210,000.00	9,525,600.00
	TOTAL, INTERNAL WALLS CARRIED TO SUMMARY				18,435,478.81

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 10 - FINISHINGS				
	In-situ finishings				
	Internal plastering in two coats steel trowelled to a smooth finish				
A	15mm To walls	713	M^2	5,000.00	3,565,560.00
	External cement and sand (1:4) rendering with approved plasticiser in two coats steel trowelled to a smooth finish				
B	15mm To walls	99	M^2	5,000.00	497,040.00
	Tiles, slab or block finishings				
	Porcelain floor tiles or other equal and approved with cushion edges fixed to screed with adhesive and pointed with coloured grout				
C	600 x 600 x 10mm Tiling to floors within work within new building	274	M^2	44,491.53	12,184,159.96
D	600 x 600 x 10mm Tiling to floors within work within existing building	342	M^2	44,491.53	15,212,631.36
E	100mm Tile skirting	384	LM	4,600.00	1,764,974.00
	White glazed ceramic wall tiles with cushion edges to BS 1282 fixed to backing with adhesive and pointed with white cement				
E	250 x 400 x 6mm Tiling to wall	70	M^2	32,000.00	2,240,000.00
F	Stainless steel heavy duty edge strip	384	LM	1,000.00	383,690.00
G	Cut and fit around small pipes, bars and the like	8	Nr	800.00	6,400.00
	Gypsum Ceilings				
H	Ceiling Cover; Gypsum; within new building	274	M^2	12,358.76	3,384,488.88
G	Ceiling Cover; Gypsum; within existing building	342	M^2	12,358.76	4,225,730.93
J	100mm Gypsum Cornice	384	LM	4,500.00	1,726,605.00
K	20mm Thick T&G to eaves	-	M^2	20,000.00	-
L	45 x 45mm Timber Cornice to eaves	-	M	4,100.00	-
M	50 x 50mm Treated Timber Ceiling Brandering at 600mm c/c	1,314	M	1,500.00	1,971,745.20
N	50 x 50mm Treated Timber T&G Brandering at 600mm c/c	-	M	2,500.00	-
	Sluice room Floor Finish				
P	Theatre flooring Anti Static material; self levelling 4mm thick epoxy floor or vinyl, seamless, coved, standard skip resistant floor as per theatre floor finish design requirements; covering 75 square metre both rooms	10	M^2	125,000.00	Omit
	To collection				**47,163,025.32**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Bed and Backings				
	Cement and sand (1:4)				
A	31mm Beds to receive porcelain tiles Flooring	274	M^2	6,000.00	1,643,124.00
B	31mm Beds to receive Theatre flooring	10	M^2	6,000.00	57,600.00
C	12mm Backing to receive wall tiles	70	M^2	4,000.00	280,000.00
D	12.mm Backing to receive tile skirting	38	M^2	4,000.00	153,476.00
	To collection				**2,134,197.00**
	COLLECTION				
	Page No. 11				47,163,025.32
	Page No. 12				2,134,197.00
	TOTAL FINISHINGS CARRIED TO SUMMARY				49,297,222.32

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Schedule No.1: Plumbing, Drainage and Fire Fighting Installation.				
	Cold Water Distribution System				
	PPR PIPE				
A	Supply and install 40mm diameter water supply pipe including fittings and accessories (elbows, Tees, connectors, bends etc).	44	Lm	10,000.0	440,000.0
B	Ditto but with 25mm diameter	52	Lm	9,500.0	494,000.0
C	Ditto but with 20mm diameter	42	Lm	7,200.0	302,400.0
D	Supply and install 12mm PVC flexible pipe connectors to wash hand Basins (WHB), water closet (WC's), kitchen sink (KS) etc.	9	Nos.	7,500.0	67,500.0
E	Supply and fix 20mm diameter stop/isolation valves with hand wheel, polished by manufacturer. The valves should comply with the specifications.	9	Nos.	35,500.0	319,500.0
F	Ditto but with 25mm diameter	4	Nos.	40,500.0	162,000.0
G	Ditto but with 32mm diameter	2	Nos.	45,600.0	91,200.0
H	**Sewerage**				
	Piping (uPVC class B)				
J	Supply and install 100mm diameter pipe or other specification to match with the existing pipes for foulwater pipes inside building including fittings and standard holder bats fixing to wall or slab requiring plugging.	64	Lm	10,500.0	672,000.0
K	Ditto but with diameter 50mm for waste water	74	Lm	8,500.0	629,000.0
L	Ditto but with diameter 40mm for waste water.	25	Lm	7,500.0	187,500.0
M	Allow for elbows, bends connector traps etc to suite the above installation.	1	Item	340,500.0	340,500.0
	External Sewerage:				
N	Allow for construction of foul water manhole of internal dimension 600 x 600mm, depth to invert level not exceeding 500mm complete with medium duty cast iron frame and cover.	4	Nos.	160,000.0	640,000.0
P	Allow for gully trap, size 300 x 300mm	4	Nos.	45,000.0	180,000.0
Q	Excavate trench not exceeding 0.5m deep and average width 500mm for laying sewerage pipes not exceeding 100mm diameter from the sanitary fitting or stack pipes to manholes/gully trap including back filling	53	Lm	2,500.0	132,500.0
R	Septic Tank size 6450 x 3430mm depth as per standard drawing including excavations and all earth works	1	Nr	2,500,000.0	Not Applicable
S	Soakaway Pit size 3450mm Diameter and depth as per standard drawing including excavations and all earth works	1	Nr	1,800,000.0	Not Applicable
T	**Water transfer pumps**				
	Supply, install, test and commissioning water transfer pumps from ground tank to elevated tank with capacity $2m^3/hr$ -2bars manufactured by GRUNDFOSS including starters, control panel, float switches, dry running protection, tanks level control and alarm for ground water tank, low and high level switch and alarms for hotel roof tanks.	0	Nr	2,000,000.0	Not Applicable
U	**Elevated water storage tanks**				
	Supply and install composite plastic tank (simtank,kiboko,simba tank)	0	Nr	2,000,000.0	Not Applicable
W	Ditto but with 5m3 at the roof floor	0	Nr	1,200,000.0	Not Applicable
	Sub Total carried forward				4,658,100

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Sub Total brought forward				4,658,100
	SANITARY FITTINGS INSTALLATIONS				
	Sanitary Appliance as per specifications and schedule of sanitary fitting, However units of other manufacturers approved equal will be accepted.				
	Sanitary Appliances				
A	455 x 380 x 205mm WHB Sink	8	Nr	300,000	2,400,000.0
B	Stainless steel; Surgeon's Scrub up Trough	0	Nr	13,000,000	-
C	Stainless steel; Slop Hopper, Sink and work top	1	Nr	5,000,000	5,000,000.0
D	Sluice Sink	1	Nr	5,000,000	5,000,000.0
E	Hospital Sinks	0	Nr	800,000	-
F	WC Low Level	2	Nr	550,000	1,100,000.0
G	WC; Squatting type	5	Nr	150,000	750,000.0
H	Flexible pipe; Outlet Connector	17	Nr	25,000	425,000.0
J	Shower Tray	2	Nr	250,000	500,000.0
K	Toilet Paper Holder	7	Nr	30,000	210,000.0
L	850x600 x 6mm Mirror;Special	8	Nr	70,000	560,000.0
M	Soap Dishes; **(soap dispenser)**	8	Nr	80,000	640,000.0
N	Hand Drier 0302004 ips; Push button	2	Nr	400,000	800,000.0
	Ancillaries				
P	25mm Brass Stop valves	6	Nr	25,000	150,000.0
Q	20mm Brass Stop valves	1	Nr	20,000	20,000.0
R	Hand bedit within toilets	7	Nr	55,000	385,000.0
	Fit Outs				
S	Lockers to Packing room/Clean Supplies	1	Lot	800,000	Omit
T	Hardwood Benches at waiting lounge	-	Lot	2,000,000	-
U	Coat Hooks to Doctor's and Nurses Rooms (Changing Room)	2	Lot	30,000	60,000.0
W	Bed pans racks to Sluice	1	Nr	150,000	150,000.0
	Medical Gas Pipes				
X	12mm Copper Tubes	80	Lm	24,000	1,920,000.0
Y	15mm Copper Tubes	60	Lm	36,000	2,160,000.0
Z	22mm Copper Tubes	40	Lm	44,000	1,760,000.0
ZA	Elbows; Reducers Coupler, tee etc	1	Lot	1,000,000	1,000,000.0
	Lockable Line				
ZB	12mm Copper Tubes	4	Nos.	24,000	96,000.0
ZC	15mm Copper Tubes	4	Nos.	36,000	144,000.0
ZD	22mm Copper Tubes	8	Nos.	44,000	352,000.0
ZE	Associated accessories	1	Lot	2,000,000	2,000,000.0
	Sub Total carried forward				**32,240,100**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 1: SUBSTRUCTURE				
	SITE PREPARATION				
A	Clear site of bushes, shrubs, undergrowth and the like including grubbing up their roots and remove from site.	274	M^2	500.00	Not Applicable
	EXCAVATIONS AND EARTHWORKS				
B	Excavate oversite average 150mm deep to remove vegetable soil and remove from site.	274	M^2	1,000.00	273,853.50
C	Excavate foundation trenches not exceeding 1.50 metres deep.	138	M^3	4,000.00	552,175.68
D	Excavate pit to receive column bases not exceeding 1.50 meters deep.	-	M^3	4,000.00	-
E	Extra over any kind of excavation for breaking up rock and the like.	28	M^3	20,000.00	552,175.68
F	backfilling; well rammed and consolidated around foundations excavated material at foundation trenches				
	excavated material at column base pits	90	M^3	3,000.00	269,185.64
G	Load up surplus excavated material and remove from site.	89	M^3	3,000.00	268,180.19
	DISPOSAL OF WATER				
H	Allow for keeping excavations free from water (except spring and running water) by pumping, bailing or by other means necessary.		Item		50,000.00
	PLANKING AND STRUTTING				
J	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations.		Item		50,000.00
	HARDCORE				
A	250mm Thick bed well levelled, compacted and blinded with and including sand to receive polythene membrane (measured seperately)	274	M^2	7,428.57	2,034,340.29
B	Ditto to slopes not exceeding 15 degrees from horizontal.	41	M^2	7,428.57	305,151.04
	SOIL STERILISATION.				
C	Treat top of hardcore with Aldrin 0.50% solution or other equal and approved anti - termite solution; strictly in accordance with the manufacturers printed instructions.	274	M^2	3,000.00	821,560.50
D	Ditto applied to sloping surfaces of compacted hardcore.	41	M^2	3,000.00	123,234.08
E	Ditto to sand filling around foundations; to one side of peripheral wall foundation; at a rate prescribed by manufacturers printed instructions, per 600mm width x 600mm depth.	71	LM	3,000.00	212,580.00
F	Ditto to earthback filling at a rate prescribed by manufacturers printed instructions, per 235mm widthx700mm deep to one side of peripheral foundation wall.	83	LM	3,000.00	249,090.00
					5,761,526.60

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	CONCRETE WORK				5,761,526.60
	Plain insitu concrete grade 15:				
A	50mm Thick blinding (column bases).	-	M^2	10,000.00	-
B	Ditto (foundation footing).	58	M^2	10,000.00	581,210.00
	Plain in-situ concrete; grade 20; 20mm aggregates				
C	Strip footing	13	M^3	210,001.00	2,807,257.65
D	150mm Thick concrete bed	274	M^2	31,500.15	8,626,426.26
	Reinforced in-situ concrete; grade 25; 20mm aggregates; vibrated				
E	Column bases	-	M^3	240,000.15	-
F	Columns	-	M^3	240,000.15	-
G	Ground beam	8	M^3	240,000.15	1,833,303.53
	Reinforcement; Bars; BS4449; Cold worked deformed High Tensile Steel				
	Straight, bent or links				
H	various sizes T12 to Strip footing and Ground beams	1,595	Kg	3,300.00	5,262,150.80
J	T8 Links to Columns and beams	181	Kg	3,300.00	598,687.82
K	A142 Reinforcement Mesh	274	M^2	12,000.00	Omit
	Formwork; Generally				
L	generally; faces of column bases, starter columns and strip footing	38	M^2	10,000.00	381,928.00
M	To edges of beds height not exceeding 150mm	71	LM	1,500.00	106,290.00
	Foundation Walls				
N	230mm thick	100	M^2	36,245.48	3,611,355.00
	DAMP-PROOFING				
P	1000 Gauge polythene damp-proof sheet membrane; 200mm lapped joints.	274	M^2	3,000.00	821,560.50
Q	Tropical High Performance Felt Damp-Proof courses; lapped at joints and angles; 230mm wide bedded in cement mortar (1:4); laid horizontal.	83	LM	4,500.00	373,635.00
	SUNDRIES				
R	15mm Thick cement and sand (1:3) rendering applied in two coats to plinth wall.	32	M^2	4,223.22	134,665.78
S	Prepare and apply three coats of black bituminous paint to rendered plinth wall externally.	32	M^2	4,223.22	134,665.78
	TOTAL SUBSTRUCTURE CARRIED TO SUMMARY				31,034,672.72

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 2: FRAME				
	CONCRETE WORK				
	Reinforced concrete grade "25" including vibrating around reinforcement				
A	Ring beams	8	M^3	240,000.15	1,833,303.53
B	Columns	-	M^3	240,000.15	-
	Reinforcement				
	High tensile hot rolled deformed steel bar reinforcement to BS 4449:1997				
C	12mm Bar to Ring beams	726	Kg	3,300.00	2,394,751.26
D	8mm Bar	181	KG	3,300.00	598,687.82
	Sawn formwork to				
E	Sides and soffits of horizontal Ring beams	75	M^2	10,000.00	747,270.00
F	Vertical sides of columns	-	M^2	10,000.00	-
	TOTAL, FRAME CARRIED TO SUMMARY				**5,574,012.61**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 4: EXTERNAL WALLS				
	CONCRETE WORK				
	Precast concrete grade '20' including hoisting to position bedding and pointing in cement mortar (1:4)				
	Cills				
A	280 x 75mm weathered and throated cill finished fair all round	33	LM	15,000.00	495,000.00
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
B	230mm Wall	50	M^2	34,995.64	1,739,423.26
C	150mm Wall	-	M^2	-	-
D	Galvanized wire radder type horizontal reinforcement	46	LM	5,000.00	230,000.00
	TOTAL, EXTERNAL WALLS CARRIED TO SUMMARY				**2,464,423.26**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No.5:-ROOFING				
	ROOF COVER				
A	28 Gauge type Aluminium/Zinc coated,green colour (IT5) roofing sheets as manufactured by the ALUCO Division of Aluminium Africa Ltd, or other equal and approved manufacturers; laid with one and a half corrugations side laps and 250mm end laps fixed to purlins as per Engineer's approval	363	M^2	32,000	11,605,982.40
B	Raking Cutting	70	M	8,000	561,760.00
C	Ridge valley cap; as specified	35	M	9,000	317,340.00
D	100mm UPVC including wire gauze;Roof Vent Pipes	4	Nr	45,000	180,000.00
	ROOF STRUCTURE				
	The following in 16No. Truss type T1 16				
	Timber Trusses as per Structural Engineer's drawing				
E	50 x 100mm Treated Timber; Wall Plate	70	M	3,000.00	210,660.00
F	50 x 150mm Top Chords	161	M	4,500.00	722,592.15
G	50 x 100mm Struts.	185	M	3,000.00	553,987.31
H	50 x 150mm Bottom Chords	161	M	4,500.00	722,592.15
J	50 x 75mm Purlings	232	M	2,250.00	521,026.97
K	100 x 300mm Steel Gusset Plates	45	Nr	15,000	675,000.00
L	3 x 50 x 75mm Steel Angle Plates	65	Nr	7,000	455,000.00
M	300mm Mild Steel Bolts	35	Nr	3,000	105,000.00
N	20 x 220mm Hardwood Mninga; Fascia Board	84	M	7,500.00	631,290.00
P	Rain Water Gutter	84	M	22,500.00	1,893,870.00
	TOTAL, ROOFING WORKS CARRIED TO SUMMARY				**19,156,100.98**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 5;				
	DOORS				
	Joinery				
	Prime quality mninga or other equal and approved hardwood				
	Panel door; *Change into Aluminium Doors*				
A	40mm Thick panelled door ,Double leaf. Swing doors, overall size 1500 x 2550mm high	3	Nr	642,600.00	1,927,800.00
B	40mm Thick panelled door ,Single leaf doors, overall size 900 x 2550mm high	27	Nr	481,950.00	13,012,650.00
C	40mm Thick panelled door ,Single leaf doors, overall size 800 x 2550mm high; within toilets	4	Nr	481,950.00	1,927,800.00
D	Rebated meeting stiles	45	LM	1,000.00	Omit
	Frames and finishings				
E	50 x 150mmFrame with one labours fixed to grounds (measured separately)	340	LM	22,800.00	Omit
F	50 x 150mm Frame fixed to grounds (measured separately)	-	LM	22,800.00	Omit
G	50 x 150mm Transome with one labour	32	LM	22,800.00	Omit
H	50 x 150mm Mullion	2	LM	22,800.00	Omit
J	22 x 42mm Moulded architrave	340	LM	2,800.00	Omit
K	22 x 22mm Moulded quadrant	79	LM	1,400.00	Omit
L	20 x 25mm Splayed glazing beads	79	LM	1,400.00	Omit
	Sawn hardwood third grade				
M	15 x 100mm Grounds, plugged	340	LM	4,670.00	Omit
	5mm Polished clear plate glass				
N	Panes over 0.50 but not exceeding 1.00 square metres	16	M^2	22,000.00	352,000.00
	Steel grills to External doors				
P	1500 x 2550mm high	1	Nr	229,500.00	229,500.00
Q	900 x 2550mm high	1	Nr	137,700.00	137,700.00
	To collection				**17,587,450.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Ironmongery				
	Supply and fix the following ironmongery to hardwood with matching screws to "Union" reference or other equal and approved				
A	Three levers mortice lockset complete with furniture;External door only	6	Nr	93,220.34	559,322.03
B	Two levers mortice lockset complete with furniture.External door only	4	Nr	80,508.47	322,033.90
C	Hydraulic automatic door closer	6	Nr	90,000.00	540,000.00
D	100mm Aluminium butt hinges	24	PRS	10,000.00	240,000.00
E	150mm Aluminium flush bolts	30	Nr	9,400.00	282,000.00
F	180 degrees swing stainless steel Floor hinges	5	Nr	250,000.00	1,250,000.00
G	2.5mm Stainless steel kicking plate size 2/1600 x 300mm fixed to door shutter	12	Nr	120,000.00	Omit
H	2.5mm Stainless steel bumper plate size 2/1600 x 300mm fixed to door shutter	6	Nr	120,000.00	Omit
J	2.5mm Stainless steel finger plate size 2/150 x 300mm fixed to door shutter	6	Nr	20,700.00	Omit
K	25mm Diameter floor mounted rubber door stopper	37	Nr	8,625.00	319,125.00
	To collection				**3,512,480.93**
	COLLECTION				
	Page No. 6				17,587,450.00
	Page No. 7				3,512,480.93
	TOTAL, DOORS CARRIED TO SUMMARY				**21,099,930.93**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 7: WINDOWS				
	Supply and fix Glazed Aluminium windows including Mosquito gauze				
A	Window size 1800 x 1500mm High; W1	7	Nr	486,000.00	3,402,000.00
B	Window size 1500 x 900mm High; W2	5	Nr	243,000.00	1,215,000.00
C	Window size 1500 x 900mm High; W3	-	Nr	243,000.00	-
D	Window size 700 x 750mm High; W7	6	Nr	94,500.00	567,000.00
E	Window size 900 x 1500mm High; W4	-	Nr	243,000.00	-
F	Window size 1200 x 1500mm High; W5	6	Nr	324,000.00	1,944,000.00
G	Window size 750 x 1200mm High; W6	-	Nr	162,000.00	-
	Steel grills to windows				
H	Window size 1800 x 1500mm High; W1	7	Nr	180,000.00	1,260,000.00
J	Window size 1500 x 900mm High; W2	5	Nr	108,000.00	540,000.00
K	Window size 1500 x 900mm High; W3	-	Nr	108,000.00	-
L	Window size 700 x 750mm High; W7	6	Nr	42,000.00	252,000.00
M	Window size 900 x 1500mm High; W4	-	Nr	108,000.00	-
N	Window size 1200 x 1500mm High; W5	6	Nr	144,000.00	864,000.00
P	Window size 750 x 1200mm High; W6	-	Nr	72,000.00	-
	TOTAL, WINDOWS CARRIED TO SUMMARY				10,044,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 8: INTERNAL WALLS				
	WALLING				
	Block work				
	Solid concrete blocks to BS 2028 type "A" bedded and jointed in cement mortar (1:4)				
A	230mm Wall	-	M^2	34,995.64	-
B	150mm wall within added new building	199	M^2	24,988.72	4,982,401.35
C	150mm wall within existing building	157	M^2	24,988.72	3,927,477.46
	Dry Wall Partition				
E	Glazed Aluminium wall partition at Isolation rooms	45	M^2	210,000.00	9,525,600.00
	TOTAL, INTERNAL WALLS CARRIED TO SUMMARY				**18,435,478.81**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT No. 10 - FINISHINGS				
	In-situ finishings				
	Internal plastering in two coats steel trowelled to a smooth finish				
A	15mm To walls	713	M^2	5,000.00	3,565,560.00
	External cement and sand (1:4) rendering with approved plasticiser in two coats steel trowelled to a smooth finish				
B	15mm To walls	99	M^2	5,000.00	497,040.00
	Tiles, slab or block finishings				
	Porcelain floor tiles or other equal and approved with cushion edges fixed to screed with adhesive and pointed with coloured grout				
C	600 x 600 x 10mm Tiling to floors within work within new building	274	M^2	44,491.53	12,184,159.96
D	600 x 600 x 10mm Tiling to floors within work within existing building	342	M^2	44,491.53	15,212,631.36
E	100mm Tile skirting	384	LM	4,600.00	1,764,974.00
	White glazed ceramic wall tiles with cushion edges to BS 1282 fixed to backing with adhesive and pointed with white cement				
E	250 x 400 x 6mm Tiling to wall	70	M^2	32,000.00	2,240,000.00
F	Stainless steel heavy duty edge strip	384	LM	1,000.00	383,690.00
G	Cut and fit around small pipes; bars and the like	8	Nr	800.00	6,400.00
	Gypsum Ceilings				
H	Ceiling Cover; Gypsum; within new building	274	M^2	12,358.76	3,384,488.88
G	Ceiling Cover; Gypsum; within existing building	342	M^2	12,358.76	4,225,730.93
J	100mm Gypsum Cornice	384	LM	4,500.00	1,726,605.00
K	20mm Thick T&G to eaves	-	M^2	20,000.00	-
L	45 x 45mm Timber Cornice to eaves	-	M	4,100.00	-
M	50 x 50mm Treated Timber Ceiling Brandering at 600mm c/c	1,314	M	1,500.00	1,971,745.20
N	50 x 50mm Treated Timber T&G Brandering at 600mm c/c	-	M	2,500.00	-
	Sluice room Floor Finish				
P	Theatre flooring Anti Static material; self levelling 4mm thick epoxy floor or vinyl, seamless, coved, standard skip resistant floor as per theatre floor finish design requirements; covering 75 square metre both rooms	10	M^2	125,000.00	Omit
	To collection				**47,163,025.32**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Bed and Backings				
	Cement and sand (1:4)				
A	31mm Beds to receive porcelain tiles flooring	274	M^2	6,000.00	1,643,121.00
B	31mm Beds to receive Theatre flooring	10	M^2	6,000.00	57,600.00
C	12mm Backing to receive wall tiles	70	M^2	4,000.00	280,000.00
D	12mm Backing to receive tile skirting	38	M^2	4,000.00	153,476.00
	To collection				**2,134,197.00**
	COLLECTION				
	Page No 11				47,163,025.32
	Page No. 12				2,134,197.00
	TOTAL, FINISHINGS CARRIED TO SUMMARY				**49,297,222.32**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Schedule No.1: Plumbing, Drainage and Fire Fighting Installation.				
	Cold Water Distribution System				
	PPR PIPE				
A	Supply and install 40mm diameter water supply pipe including fittings and accessories (elbows, Tees, connectors, bends etc).	44	Lm	10,000.0	440,000.0
B	Ditto but with 25mm diameter	52	Lm	9,500.0	494,000.0
C	Ditto but with 20mm diameter	42	Lm	7,200.0	302,400.0
D	Supply and install 12mm PVC flexible pipe connectors to wash hand Basins (WHB), water closet (WC's), kitchen sink (KS) etc.	9	Nos.	7,500.0	67,500.0
E	Supply and fix 20mm diameter stop/isolation valves with hand wheel, polished by manufacturer. The valves should comply with the specifications.	9	Nos.	35,500.0	319,500.0
F	Ditto but with 25mm diameter	4	Nos.	40,500.0	162,000.0
G	Ditto but with 32mm diameter	2	Nos.	45,600.0	91,200.0
H	**Sewerage**				
	Piping (uPVC class B)				
J	Supply and install 100mm diameter pipe or other specification to match with the existing pipes for foulwater pipes inside building including fittings and standard holder bats fixing to wall or slab requiring plugging.	64	Lm	10,500.0	672,000.0
K	Ditto but with diameter 50mm for waste water	74	Lm	8,500.0	629,000.0
L	Ditto but with diameter 40mm for waste water.	25	Lm	7,500.0	187,500.0
M	Allow for elbows, bends connector traps etc to suite the above installation.	1	Item	340,500.0	340,500.0
	External Sewerage:				
N	Allow for construction of foul water manhole of internal dimension 600 x 600mm, depth to invert level not exceeding 500mm complete with medium duty cast iron frame and cover.	4	Nos.	160,000.0	640,000.0
P	Allow for gully trap, size 300 x 300mm	4	Nos.	45,000.0	180,000.0
Q	Excavate trench not exceeding 0.5m deep and average width 500mm for laying sewerage pipes not exceeding 100mm diameter from the sanitary fitting or stack pipes to manholes/gully trap including back filling.	53	Lm	2,500.0	132,500.0
R	Septic Tank size 6450 x 3430mm depth as per standard drawing including excavations and all earth works	1	Nr	2,500,000.0	Not Applicable
S	Soakaway Pit size 3450mm Diameter and depth as per standard drawing including excavations and all earth works	1	Nr	1,800,000.0	Not Applicable
T	**Water transfer pumps**				
	Supply, install, test and commissioning water transfer pumps from ground tank to elevated tank with capacity $2m^3/hr$ -2bars manufactured by GRUNDFOSS including starters, control panel, float switches, dry running protection, tanks level control and alarm for ground water tank, low and high level switch and alarms for hotel roof tanks.	0	Nr	2,000,000.0	Not Applicable
U	**Elevated water storage tanks**				
	Supply and install composite plastic tank (simtank,kiboko,simba tank)	0	Nr	2,000,000.0	Not Applicable
W	Ditto but with 5m3 at the roof floor	0	Nr	1,200,000.0	Not Applicable
	Sub Total carried forward				4,658,100

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Sub Total brought forward				4,658,100
	SANITARY FITTINGS INSTALLATIONS				
	Sanitary Appliance as per specifications and schedule of sanitary fitting, However units of other manufacturers approved equal will be accepted.				
	Sanitary Appliances				
A	455 x 380 x 205mm WHB Sink	8	Nr	300,000	2,400,000.0
B	Stainless steel; Surgeon's Scrub up Trough	0	Nr	13,000,000	-
C	Stainless steel; Slop Hopper, Sink and work top	1	Nr	5,000,000	5,000,000.0
D	Sluice Sink	1	Nr	5,000,000	5,000,000.0
E	Hospital Sinks	0	Nr	800,000	-
F	WC Low Level	2	Nr	550,000	1,100,000.0
G	WC; Squatting type	5	Nr	150,000	750,000.0
H	Flexible pipe; Outlet Connector	17	Nr	25,000	425,000.0
J	Shower Tray	2	Nr	250,000	500,000.0
K	Toilet Paper Holder	7	Nr	30,000	210,000.0
L	850x600 x 6mm Mirror;Special	8	Nr	70,000	560,000.0
M	Soap Dishes; **(soap dispenser)**	8	Nr	80,000	640,000.0
N	Hand Drier 0302004 ips; Push button	2	Nr	400,000	800,000.0
	Ancillaries				
P	25mm Brass Stop valves	6	Nr	25,000	150,000.0
Q	20mm Brass Stop valves	1	Nr	20,000	20,000.0
R	Hand bedit within toilets	7	Nr	55,000	385,000.0
	Fit Outs				
S	Lockers to Packing room/Clean Supplies	1	Lot	800,000	Omit
T	Hardwood Benches at waiting lounge	-	Lot	2,000,000	-
U	Coat Hooks to Doctor's and Nurses Rooms (Changing Room)	2	Lot	30,000	60,000.0
W	Bed pans racks to Sluice	1	Nr	150,000	150,000.0
	Medical Gas Pipes				
X	12mm Copper Tubes	80	Lm	24,000	1,920,000.0
Y	15mm Copper Tubes	60	Lm	36,000	2,160,000.0
Z	22mm Copper Tubes	40	Lm	44,000	1,760,000.0
ZA	Elbows; Reducers Coupler, tee etc	1	Lot	1,000,000	1,000,000.0
	Lockable Line				
ZB	12mm Copper Tubes	4	Nos.	24,000	96,000.0
ZC	15mm Copper Tubes	4	Nos.	36,000	144,000.0
ZD	22mm Copper Tubes	8	Nos.	44,000	352,000.0
ZE	Associated accessories	1	Lot	2,000,000	2,000,000.0
	Sub Total carried forward				**32,240,100**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	Sub Total brought forward				32,240,100
	FIRE FIGHTING INSTALLATION				
A	Supply and install CO2 ,6kg botle Portable Fire Extuinguisher	2	Nos.	250,000.0	500,000.0
B	Supply and install Dry Powder ,6kg botle Portable Fire Extuinguisher	2	Nos.	250,000.0	500,000.0
	SUB-TOTAL CARRIED TO MAIN SUMMARY				**33,240,100.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE NO. 2: AIR CONDITIONING INSTALLATIONS MECHANICAL VENTILLATION SYSTEM				
A	5.2KW Type split unit; Air conditioners (24,000 BTU)	1	Nos.	4,000,000.0	Omit
B	3.5KW Type split unit; Air conditioners	4	Nos.	2,000,000.0	Omit
C	120 x 75mm steelTrunking for all insulated pipes				
D	Remote control	5	Nos.	15,000	Omit
E	Control panel	2	Nos.	35,000	Omit
F	1C x 4.0mm2 PVC Copper Cables	6	LM	8,000	Omit
G	25mm Diameter heavy duty conduit pipes	6	LM	3,000	Omit
H	1C x 2.5mm2 PVC Copper Cables	12	LM	3,600	Omit
J	25mm Diameter heavy duty conduit pipes	12	LM	3,000	Omit
K	1C x 1.5mm2 PVC Copper Cables	8	LM	2,400	Omit
L	25mm Diameter heavy duty conduit pipes	8	LM	3,000	Omit
	SUB-TOTAL CARRIED TO MAIN SUMMARY				**0.00**
	Main Summary				
	Allow for "As Built Drawings" as specified				
1	Allow for "As Built Drawings" as specified				300,000.00
2	Allow for mobilization and demobilization to the site.				400,000.00
3	Schedule No.1: Plumbing, Drainage and Fire Fighting Installation.				33,240,100.00
4	Schedule No.2: Mechanical Ventillation Installation.				0.00
5	Operation and Maintenance manual				50,000.00
	TOTAL PLUMBING AND DRAINAGE INSTALLATION CARRIED TO GENERAL SUMMARY				**33,990,100.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELECTRICAL INSTALLATION				
1.1	**PREAMBLE**				
a	This boq should be read in conjunction with drawings, i.e. layouts and schematics				
b	In the event of there being any discrepancies between details on Drawings, descriptions in Specifications and descriptions in the Bills of Quantities then the item shall be deemed to have been priced in accordance with these documents in the following order of precedence - Drawings, Bills of Quantities.				
c	Where brands or manufacturers are mentioned it aimed to indicate the type and quality of product to be supplied to the project. Alternative equivalents will me accepted provided they meet the required specifications and standards.				
1.2	**UNIT SYMBOLS AND ACRONYMS**				
a	The symbols and acronyms used for units are defined as follows : it - Item, Lm - linear meter, No - number , LS - lump sum, PS - Provisional Sum				
1.3	**WIRING GUIDE**				
a	All internal Lighting points should be wired using 3x1.5mm^2 PVC/Cu single core cables in 20mm diameter conceiled and PVC conduits or surface trunking complete with all accessories excluding the fitting and the switch				
b	All outlet points for 13A switched socket shall be wired using 3x2.5mm^2 PVC/Cu cables in 25mm diamter concealed PVC conduits or inside the skirt trunking with all accessories including corners and bend covers but not the 13A switched socket outlet				
c	All outlet points for 20A DP switch should be wired using 3x2 5mm^2				
	SUB - TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SUB - TOTAL BROUGHT FORWARD				
d	All Telephone / Data Outlet points shall comprise of outlet box and draw wire installed in 38mm diameter concealed PVC conduits or inside the skirt trunking with all accessories including corners and bend covers but not the telephone/data outlet.				
e	TV outlet point comprising of conduit outlet box and draw wire in concealed 20mm diameter PVC conduits complete with all accessories excluding the TV outlet				
1.4	**LIGHTING LEGEND** This legend is given to highlight the type and quality of lights expected. Equal alternatives will be accepted But samples should be submitted for approval prior to bulky purchase.				
a	**Type BK** 8W LED Surface light with aluminium body and white finish (3000K) Warm Light				
b	**Type D** 1200mm linear Flourescent Light for double CFL with diffuser (2X36W).				
c	**Type E** 1200mm linear Flourescent light for single CFL (28W). Cool light				
d	**Type H** 40W (600mm X 600mm) Recessed Modular Led Panel With Color Temperature 4000 - 5000K, Body In Aluminium And PMMA Optical Material, Life Span > 30,000HRS				
e	**Type R** 18W LED Round Surface downlight with white finish for corridor. Cool light				
f	Type T 5W LED Recessed light for toilets with aluminium body and white finish (3000K) Warm Light				
g	**Type WL** Vandal and weather proof Wall for 28W CLF luminaire 4000K (Cool Light)				
h	**Type Exit** 1 X 11W E3MTXWHI MSR (As Shown In The Layouts) Double Sided One Direction Exit Sign For 3HRS Maintained Emergency As NVC / ABB Approved Equivalent				
	TOTAL FOR SHEDULE 1 CARRIED TO SUMMARY				-

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE No. 2: MAIN POWER DISTRIBUTION				
2.0	**DISTRIBUTION** **Supply and install the following**				
a	8 Way TPN distribution board with MCBs and integral 63A/300mA TPN RCCB incomer. Shown as **DB-G**	1	No	600,000.0	600,000.00
2.1	**MAIN CABLING & LEAD IN**				
a	4 Core 1 x 16mm² PVC/SWA/PVC/CU from -**TANESCO METER / SWITCH PANEL** to **DB**	25	LM	37,500.0	937,500.00
2.2	**Earthing**				
a	Provide adequate earthing for the entire electrical installations consisting of 900mmx900mmx3mm copper earth plate buried into soil of good (enhanced) conductivity through covered concrete inspection pit including all fixings as per current IEE regulations and to conform to TANESCO requirements	1	item	500,000.0	500,000.00
	TOTAL FOR SCHEDULE No. 2 CARRIED TO SUMMARY				2,037,500.00

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE No. 3:				
3.1	**WIRING**				
a	Light point - 1way including Ceiling fans	62	No	35,000.0	2,170,000.00
b	Light point - 2way	4	No	45,000.0	180,000.00
c	Switched socket point	32	No	55,000.0	1,760,000.00
d	20A DP switch point	4	No	55,000.0	220,000.00
e	Telephone / Data point	10	No	55,000.0	550,000.00
f	TV Socket point	1	No	40,000.0	40,000.00
3.2	**LIGHTING FITTING** **Supply, install, test and commission the following:** **NOTE that all fittings should be supplied complete with tubes and lamps**				
a	Type BK	8	No	29,500.0	236,000.00
b	Type D	8	No	120,000.0	960,000.00
c	Type E	1	No	32,500.0	32,500.00
d	Type H	28	No	130,000.0	3,640,000.00
e	Type R	10	No	45,000.0	450,000.00
f	Type T	4	No	23,350.0	93,400.00
g	Type WL	5	No	39,500.0	197,500.00
h	Type EXIT	2	No	145,000.0	290,000.00
3.3	**SWITCHES AND OUTLETS** **Supply, install, test and commission the following ABB/MK/CHINT Switch and Switch Socket:**				
a	10A 1gang 1way switch	11	No	7,500.0	82,500.00
b	10A 2 gang 1way switch	3	No	10,500.0	31,500.00
c	10A 1 gang 2way switch	12	No	11,500.0	138,000.00
d	13A single switched socket outlet	4	No	12,500.0	50,000.00
e	13A twin switched socket outlet	28	No	15,000.0	420,000.00
f	TV socket outlet	0	No	20,000.0	-
g	20A DP Switch	4	No	15,000.0	60,000.00
3.4	**CABLING**				
a	38mm diameter PVC conduit conceiled under floors and ceiling to ling the skirting trunking, IDF and cable tray	15	LM	3,500.0	52,500.00
b	170x50mm 3 compartment standard PVC trunking at 300mm A.F.F.L, type MK profile D, colour WHI complete with all necessories pre-packed fixing components, bends, corners and boxes for: 13A twin switch sockets, telephone/data outlets, cable retainers, end cover, carrier couplers e.t.c	25	LM	20,500.0	512,500.00
3.5	**ICT**				
a	12U Data Cabinet c/w 6way PDU	1	No	711,500.0	Fittings omitted
b	CAT 6 UTP Cables	320	M	2,000.0	Omitted
	TOTAL FOR SCHEDULE No. 3 CARRIED TO SUMMARY				**12,166,400.0**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	SCHEDULE NO. 4: FIRE DETECTION AND ALARM SYSTEM				
4.0	**WIRING**				
a	Fire detection points; Use wireless system with battery	8	**No.**	65,500.0	Omit
4.1	**FITTINGS**				
a	1 Loop 2 Zones Networkable Convention Fire Alarm Control Panel complete with power supply units, plug in modules, loop extension board, charger and 24 hours battery standby unit	1	**No**	1,350,000.0	Omit
4.2	**Supply and install the following ARITECH / GST fire detection and alarm system accessories:**				
A	**Photoelectric Smoke Detector with base**	8	**No**	89,500.0	716,000.00
B	**Heat detector with base**	1	**No**	89,500.0	89,500.00
C	**Breakglass addressable call point (flush mounted)**	2	**No**	70,500.0	141,000.00
D	**Addressable sounder**	2	**No**	110,000.0	220,000.00
E	**Short Circuit Isolator**	2	**No**	75,000.0	Omit
F	20A DP switch for **Fire Panel** c/w wiring and socket outlet	1	**No**	25,000.0	Omit
	TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY				**1,166,500.00**

	SUMMARY	
1	**Schedule No. 1:** Preambles	For reference only
2	**Schedule No. 2:** Main Power Distribution: Wiring	2,037,500.00
3	**Schedule No. 3:** Ground floor : Wiring and fittings	12,166,400.00
4	**Schedule No. 4:** Fire Detection	1,166,500.00
	TOTAL ELECTRICAL INSTALLATION CARRIED TO SUMMARY	**15,370,400.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	ELEMENT NO. 11 - DECORATIONS				
	Internal work				
	Prepare and apply one thinned coat and two finishing coats of weather guard (silk) paint to:				
A	Plastered walls	713	M^2	5,000.00	3,565,560.00
B	Gypsum ceilings	274	M^2	5,000.00	1,369,267.50
C	Around Columns	-	M^2	-	-
	Prepare and prime only wood surfaces before fixing				
D	Frames and the like over 100 but not exceeding 200mm girth	125	LM	500.00	62,500.00
E	Frames and the like over not exceeding 100mm girth	36	LM	200.00	7,200.00
	Prepare , prime and apply one undercoat and two finishing coats of clear varnish on wood surfaces				
F	General surface	103	M^2	5,000.00	Omit
G	Frames and the like over 100 but not exceeding 200mm girth	73	LM	500.00	Omit
	Prepare , prime and spray paint with one undercoat and two finishing coats of clear varnish on wood surfaces				
H	General surface	-	M^2	5,000.00	-
	External work				
	Prepare and apply one undercoat and two finishing coats of acrylic anti-fungal paint to:				
J	Walls externally	99	M^2	5,000.00	497,040.00
K	Free standing Columns	-	M^2	5,000.00	-
	Epoxy paint within Stulee rooms to:-				
L	Walls	7	M^2	15,000.00	105,000.00
M	Ceilings	10	M^2	15,000.00	144,000.00
	TOTAL, DECORATIONS CARRIED TO SUMMARY				**5,750,567.50**

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	CONTRACT AMOUNT (TZS)
	BILL NO. 2 EXTENSION OF MEDICAL ICU AT BUGANDO MEDICAL CENTRE, MWANZA				
	SUMMARY				
	Element No.1: Substructure				31,034,672.72
	Element No.2: Frame:				5,574,012.61
	Element No.4: External walls:				2,464,423.26
	Element No.5: Roofing				19,156,100.98
	Element No.6: External doors:				21,099,930.93
	Element No.7: Windows:				10,044,000.00
	Element No.8: Internal walls:				18,435,478.81
	Element No.10: Finishing:				49,297,222.32
	Element No.11: Plumbing, Drainage and Mechanical Installation:				33,990,100.00
	Element No.12: Electrical Installation:				15,370,400.00
	Element No.13: Decorations:				5,750,567.50
	TOTAL TO GENERAL SUMMARY				**212,216,909.14**

SEALED with the **COMMON SEAL** of the said

M/S DF MISTRY & CO (1974) LTD

And **delivered** at MWANZA

In the presence of us this. ..... Day of 2022

COMMON SEAL

.....

Name: Mohanlal Mistry

Signature: .....

Postal Address: P.O Box 602. MZA

Designation: Managing Director

D. F. MISTRY & CO. (1974) LIMITED
P.O. Box 602, MWANZA - TANZANIA
dfm

Name (Witness): Pardeep Kumar

Signature: .....

Postal Address: P.O. Box 602, Mza

Designation: Manager

SEALED with the **COMMON SEAL** of the said

BUGANDO MEDICAL CENTRE (BMC)

And **delivered at MWANZA** in the presence ..... **COMMON SEAL**

Of us this 07 day of JAN 2022

Name: DR. FABIAN. A. MASSAGA

Signature: .....

Postal Address: 1370 MWANZA

Designation: .....

Name (Witness): Cornelius H. Ntungwali

Signature: .....

Postal address: Box 1370 MWANZA

Designation: ADVOCATE

CORNELIUS H. NTUNGWELI
Advocate, Notary Public & Commissioner for Oaths
P.O. Box 1370, MWANZA