

1. Form of Contract

This Contract made the ..... day of ..... 2021 between THE

TRUSTEES OF THE TANZANIA NATIONAL PARKS OF P.O BOX 3134 ARUSHA (hereinafter called ("the Employer"), and RASA GENERAL TRADERS TRANSPORTATION CO. LTD OF P.O. BOX 47 TANGA (Hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute CONSTRUCTION OF TOILET AT SAADANI AIRSTRIP IN SAADANI NATIONAL PARK, CONTRACT NO. PA/037/TCRP/2021-2022/HQ/W/10 (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. 94,925,218.00 (Tanzania Shillings Ninety-Four Million Nine Hundred Twenty-Five Thousand Two Hundred Eighteen Only) VAT Inclusive (hereinafter called "Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, 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 Contract.

2. The following documents shall have deemed to form and be read and construed as part of this Contract. Viz:-

- a) Form of Contract
- b) Letter of Acceptance
- c) Form of Tender
- d) Minutes of Negotiation
- e) Special Conditions of Contract
- f) General Conditions of Contract
- g) Drawings
- h) Bill of Quantities
- i) Forms of Securities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

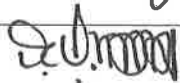



4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects where in the Contract Price of Tsh. 94,925,218.00 (Tanzania Shillings Ninety-Four Million Nine Hundred Twenty-Five Thousand Two Hundred Eighteen (Only) VAT Inclusive 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.

5. The contract duration shall be Ninety (90) days and the starting date shall be within fourteen days after signing project Execution Form

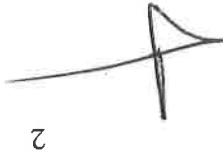
In Witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

Sealed with the Common Seal of THE TRUSTEES OF THE TANZANIA NATIONAL PARKS and delivered in our presence this 28th day of December 2021.

Full Name: DR. ALAN J.H. KIJAZI  
 Signature:   
 Address: Box 3134  
 Designation: PRESIDENTIAL COMMISSIONER

Full Name: (In English) Alexson  
 Signature:   
 Address: 3134  
 Designation: A/C

Date: 28th December 2021



Sealed with the Common Seal of the RASA GENERAL TRADERS TRANSPORTATION CO. LTD OF P.O. BOX 47 TANGA and delivered in our presence this 28th day of December 2021.

Full Name: Roshid Ali Ibrahim

Signature: *Roshid Ali Ibrahim*

Address: Box 47 Pangasinan - Tunga

Designation: Director

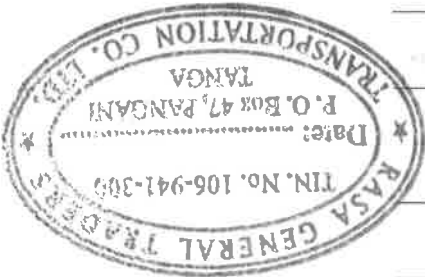
Full Name: ASVA JUMA

Signature: *ASVA JUMA*

Address: Box 47 Pangasinan

Designation: Secretary

Date: 28th December 2021



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**I. LETTER OF ACCEPTANCE**

Authorized Signature: DR. ALLAN J. H. KILAZI  
Name and Title of Signatory: CONSERVATION COMMISSIONER  
Name of Agency: TANZANIA NATIONAL PARKS

4. Please return the contract dully signed.
3. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents. You are therefore, required to submit Performance Bond and Program of work within fourteen days after signing the contact.
2. We hereby confirming National Construction Council to be the appointing authority, to appoint the Adjudicator in case of any arisen disputes in accordance with ITT 43.1.
- This is to notify you that your tender dated 23<sup>rd</sup>November, 2021, Tender No. PA/037/TCRP/2021-2022/HQ/W/10 for Construction of Toilet at Saadani National Park for the Contract Price of Tshs.94,925,218.00 (Tanzania Shillings Ninety Four Million Nine Hundred Twenty Five Thousand Two Hundred Eighteen Only) Vat inclusive as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

**Re: NOTIFICATION AWARD**

Managing Director,  
Rasa General Traders & Transportation  
Company Limited,  
P.O. Box 47,  
**TANGA.**

In reply please quote:  
Ref. No: FA.34.347/01

Date: 08.12.2021



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF NATURAL RESOURCES AND TOURISM  
TANZANIA NATIONAL PARKS



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## II. FORM OF TENDER

QUOTATION SUBMISSION FORM

22<sup>nd</sup> November, 2021  
To: Tanzania National Park - P.O Box 3134, Arusha

We offer to execute the Construction of Toilet at Saadani Air Strip in Saadani National Park of quotation No: PA/037/TCRP/2021 - 2022/HQ/W/10 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Tshs. 98,208,568.00 (VAT Inclusive) (Ninety Eighty Millions, Two Hundred and Eight Thousand, Five Hundred Sixty Eight Only) Tanzania shillings.

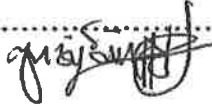
We also offer to complete the said works within a period of 90 days that includes mobilization period.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Quotation for the Validity Period specified in ITT 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation Documents.  
We declares that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: 



Name and Title of Signatory: *Rashad Ally Mohamed - Managing Director*  
Name of Tenderer: *M/S RASA General Traders & Transportation Co. Ltd*

Address: P.O Box 47, Pangani,

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### III. MINUTES OF NEGOTIATION



# TANZANIA NATIONAL PARKS



## MINUTES OF THE NEGOTIATIONS MEETING FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/W/10 FOR REHABILITATION OF 10KM TRAILS IN GOMBE NATIONAL PARK

1.0 Venue: TANAPA Board room

2.0 Present:

1. Angel Lyanga
2. Daniel Malima
3. Deo Gracious Shirima
4. Rashad A Mohammed

- SCA - Procurement, TANAPA
- CO II - Infrastructure, TANAPA
- CO II - Procurement, TANAPA
- MD, Rassa General Traders & Trans Co. Ltd

Chairman  
Secretary  
Member  
Member

3.0 Opening:

The Chairman called the meeting to order at 10:30HRS Local time by welcoming the members and the Contractor.

4.0 Adoption of the Agenda:

The meeting adopted the agenda as follows:-

Agenda.

1. Contract price
2. Contract period

5.0 Contract price

The contract price was agreed to change from 97,757,218.00 to 94,925,218.00 as a result of reduction of unit price rate on bill item 04 of Element no. 10. The rate was changed from 45,000 to 25,000 and result to amount of respective bill item to change from 5,400,000.00 to 3,000,000.00.

6.0 Contract period

It was agreed contract price to remain the same.



There is being no any other agenda to discuss and the Chairperson closed the meeting at 13:00HRS Local Time

ON BEHALF OF CLIENT

*Sharon*  
Angel S. Lyanga

Date: 03-12-2021

*Amelia*

*Rashid Myy*



ON BEHALF OF CONTRACTOR

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**IV. SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

### Special Conditions of Contract (SCC)

SCC Clause	GCC Clause	Description
1	1.1	<p><b>A. General</b></p> <p>The Employer is The Trustees of the Tanzania National Parks, P.O.Box 3134, Arusha.</p> <p>The Adjudicator is National Construction Council</p> <p>The Defects Liability Period is 180 days.</p> <p>The Project Manager is to be appointed</p> <p>The Works consist of</p> <ol style="list-style-type: none"> <li>1. Road Works</li> <li>2. Drainage Works:</li> </ol> <p>The Start Date shall be within Fourteen (14) Days after Signing Project Execution Form.</p> <p>The Intended Completion Date for the whole of the Works shall be Ninety (90) days after the start date</p> <p>The Site is located at Saadani National Park.</p>
2.	2.2	Indicate whether sectional completion is specified: <b>Not Specified</b>
3.	2.3(10)	List other documents that form part of the contract if any: <b>Project Execution Form</b>
4.	4.1	The language of the Contract documents is <b>English</b> The law that applies to the Contract is <b>"The Laws of Tanzania."</b>
5	8.1	Address for communication Employer's Tanzania National Parks, P.O Box 3134 Arusha E-mail: <a href="mailto:cc@tanzaniaparks.go.tz">cc@tanzaniaparks.go.tz</a> , <a href="mailto:psm@tanzaniaparks.go.tz">psm@tanzaniaparks.go.tz</a>

Contractor's M/s RASA GENERAL TRADERS TRANSPORTATION CO.LTD P.O.BOX 71425 DAR ES SALAAM	12.1	Include the Schedule of Other Contractors, if any. <b>Not Applicable</b>	6.	
Include the Schedule of Key Personnel. a) Project manager b) Site engineer c) Site foreman	13.1	7.		
The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials shall be 80% of the contract sum (b) loss of or damage to Equipment shall be 15% of the contract sum. (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract shall be 10% of the contract sum and (d) Personal injury or death shall be 15% of the contract sum.	17.1	8.		
Site Investigation Reports available to the Tenderer are <b>Not Applicable</b>	18.1		9.	
Unless otherwise, state tax payment status: <b>Not Applicable</b>	25.1			
The other measures include: a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers	26.4	10.		
The Site Possession Date shall be within fourteen days (14days) after the contract has come into Effect.	28.1	11.		
If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within fourteen working days	32.2	12.		

13	31.1	Appointing Authority for the Adjudicator: National Construction Council
14.	32.3	Arbitration will take place at Arusha in accordance with rules and regulations published by National Construction Council using arbitration rules 2001 edition and National Construction Council adjudication procedural rules 2017.
15.	35.1	The responsible person for security of the site: - refer GCC 35
<b>B. Time Control</b>		
16.	36.1	The Contractor shall Submit a Programme for the Works within 14 days of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is 30 days.
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: Tshs. 100,000.00
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is 180 days.
<b>D. Cost Control</b>		
20	52.7	Minimum Amount of Interim Payment Certificate will be 10% of Contract price
21	54.1	The currency of payment shall be Tanzanian Shillings
22.	57	The contract is not subject to price adjustment.
23.	58.1	The amount of retention is 10% of value of works of Interim Payment Certificate; Limit of retention will be 5% of Contract Price.
24.	59.1	The amount of liquidated damages 0.1% Of Contract Price Per Day
		The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10% of the contract price
25.	60.1	The bonus for early completion is Zero per day.
26.	61.1	The amount of advance payment shall be (15%) fifteen per cent of the contract sum payable within 30 days from the

			date of submission of bank guarantee
			Monthly Recovery of Advance Payment shall be in three (3) installments: i.e., 30%, 30% and 40% of Advance Payment Respectively
27.	62.1		The Performance Security shall be: 10% of the contract price.
28	66.1		Contractor shall handover the site and the works to the Employer within 28 days after practical completion Certificate.
<b>E. Discharge of the Contract</b>			
29.	68.1		As built drawings shall be supplied by the contractor within 28 days after completion
			Operating manual shall be supplied by the contractor by <b>Not Applicable</b>
30.	68.2		The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: <b>Tshs. 500,000.00</b>
			The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: <b>Not Applicable</b>
31.	69.2 (i)		Number of days for which the maximum amount of liquidated damages can be paid is 100 days
32.	70.1		The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 0.1 percent.

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V. GENERAL CONDITIONS OF CONTRACT



**A. General**

**1. Definition**

The following words and expressions shall have the meanings hereby assigned to them:

The **Adjudicator** is the person appointed by the appointing Authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in **GCC 31 and 32** hereunder.

The **Arbitrator** is the person appointed to resolve contractual disputes, and as provided for in **GCC 32** hereunder.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation Events** are those events provided for in **GCC 55**.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with **GCC 21.1**

The **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the **Notice of Contract Commencement**. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.

The **Contract** is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in **GCC 2.3** below.

The **Contractor** is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed tendering document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **Months** are calendar

<p>months.</p> <p><b>Dayworks</b> are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>The <b>Defects Liability Period</b> is the period named in the SCC and calculated from the Completion Date.</p> <p><b>Drawings</b> means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the Employer in accordance with the contract.</p> <p><b>Effective Contract date</b> is the date shown in the notice of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in Clause 3 of the GCC.</p> <p>The <b>Employer</b> is the person named as employer in the SCC and the legal successors in title to this person.</p> <p><b>Equipment</b> is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p><b>Force Majeure</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances; and includes, but is not limited to, war, riots, civil disorder, earthquake,</p>	
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<p>fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The <b>Intended Completion Date</b> is specified in the <b>SCC</b>. The <b>Intended Completion Date</b> may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p><b>Materials</b> are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p><b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>The <b>Project Manager</b> is the person named in the <b>SCC</b> (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>The <b>Site</b> is the area where works are to be executed as specified in the <b>SCC</b>.</p> <p><b>Site Investigation Reports</b> are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the <b>SCC</b>.</p> <p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>The <b>Start Date</b> is given in the <b>SCC</b>. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>A <b>Subcontractor</b> is a person whether natural or legal who has a Contract with the Contractor to carry out a part of the work in the Contract, which</p>	
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<p>includes work on the Site.</p> <p><b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p><b>A Variation</b> is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the <b>SCC</b>.</p>	
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<p>2.1 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p> <p>2.2 If sectional completion is specified in the SCC, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement,</li> <li>(6) Specifications,</li> <li>(7) Drawings,</li> <li>(8) Bill of Quantities,</li> <li>(9) Contractor's Tender, and</li> <li>(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>	<p><b>2. Interpretation</b></p>
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<p>3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC; and</p> <p>b) Furnishing of Unconditional Advance Payment Guarantee.</p> <p>3.2 If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p> <p>3.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.</p>		<p><b>3. Conditions Precedent</b></p>
<p>4.1 The language of the Contract and the law governing the Contract are stated in the SCC.</p>		<p><b>4. Language and Law</b></p>
<p>5.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>		<p><b>5. Confidentiality</b></p>
<p>6.1 Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.</p>		<p><b>6. Project Manager's role</b></p>
<p>7.1 The Project Manager may upon prior consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.</p>		<p><b>7. Delegation</b></p>

<p>8.1 Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the SCC.</p>		<p><b>8. Communications</b></p>
<p>9.1 The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.</p>		<p><b>9. Subcontracting</b></p>
<p>10.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.</p>		<p><b>10. Assignment</b></p>
<p>11.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:                  (a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;                  (b) These person shall notify the Employer of their leader who shall have the 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.</p>		<p><b>11. Liability of Joint Venture</b></p>
<p>12.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification</p>		<p><b>12. Other Contractors</b></p>

<p>14.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.</p>	<p><b>14. Employer's and Contractor's Risks</b></p>
<p>13.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.</p> <p>13.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>	<p><b>13. Personnel</b></p>



<p>16.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>	<p>16. Contractor's Risks</p>
<p>15.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design,</p> <p>15.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(i) a Defect which existed on the Completion Date,</p> <p>(ii) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(iii) the activities of the Contractor on the Site after the Completion Date.</p>	<p>15. Employer's Risks</p>

<p>17.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p> <p>17.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>17.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>17.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>17.5 Both parties shall comply with any conditions of the insurance policies.</p>		<p><b>17. Insurance</b></p>
<p>18.1 The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.</p>		<p><b>18. Site Investigation Reports</b></p>
<p>19.1 The Project Manager will clarify queries on all contractual matters.</p>		<p><b>19. Queries about Implementation of Contract</b></p>

<p>20. Contractor to execute the Works</p>	<p>20.1 The Contractor shall execute and install the Works in accordance with the Terms and Conditions of Contract.</p>
<p>21. Commencement and Completion of the Works</p>	<p>21.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Works Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.</p>
<p>22. Approval by the Project Manager</p>	<p>22.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>22.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>22.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>22.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>22.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.</p>
<p>23. Protection of the Environment</p>	<p>23.1 The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p>
	<p>23.2 The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.</p>

<p>24.1 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.</p> <p>24.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p>		<p><b>24. Labour Laws</b></p>
<p>25.1 The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.</p>		<p><b>25. Taxes and Duties</b></p>
<p>26.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws.</p>		<p><b>26 Health and Safety</b></p>
<p>26.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>26.3 The Contractor shall notify the Employer 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 the property, as the Employer may reasonably require.</p> <p>26.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.</p>		

<p>27.1 Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>		<p><b>27 Discoveries</b></p>
<p>28.1 The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.</p>		<p><b>28 Possession of the Site</b></p>
<p>29.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>		<p><b>29 Access to the Site</b></p>
<p>30.1 The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract which comply with the applicable laws where the Site is located.</p> <p>30.2 The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania</p>		<p><b>30 Instructions, Inspections and Audits</b></p>
<p>31.1 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 by either party to an adjudicator nominated by the appointing Authority specified in SCC.</p>		<p><b>31 Disputes Resolution</b></p>

<p>32.1 After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.</p> <p>32.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.</p>		
<p>32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p>		<p>32 Procedure for disputes</p>

<p>33.1 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.</p>			<p><b>33 Fees and Costs of Adjudicator</b></p>
<p>34.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.</p>			<p><b>34 Replacement of Adjudicator</b></p>
<p>35.1 Unless otherwise stated in the SCC, (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.</p>			<p><b>35 Security of the Site</b></p>
<p><b>B. Time Control</b></p>			<p><b>36 Programme</b></p>
<p>36.1 Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval an updated Works Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.</p>			<p>36.2 The Contractor shall submit to the Project Manager for approval an updated Works Programme at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Programme within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.</p>

<p>36.3 An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p>	<p>36.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events</p>	<p>37.1 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, which would cause the Contractor to incur additional cost.</p>	<p>37.2 The Employer shall, within <b>twenty one (21) days</b> 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.</p>	<p>37.3 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</p>
<p><b>37 Extension of the Intended Completion Date</b></p>				



<p>40.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> <p>40.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p>		<p><b>40 Management Meetings</b></p>
<p>39.2 During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.</p> <p>39.3 The Project Manager may also notify the cause for the suspension.</p>		<p><b>39 Delays Ordered by the Project Manager</b></p>
<p>38.1 When the Employer wants the Contractor to finish the works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>38.2 In the event that the Contractor's priced proposals for an acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.</p>		<p><b>38 Acceleration</b></p>

<p>41.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>41.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event(s) or circumstance(s) can be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.</p>		
<p><b>C. Quality Control</b></p>		
<p>42.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.</p> <p>42.2 The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p>		<p><b>42 Identifying Defects</b></p>
<p>43.1 The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.</p>		<p><b>43 Tests</b></p>

<p>44.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion date.</p> <p>44.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defects within the period of time specified in the Project Manager's notice.</p> <p>44.3 If the Contractor has not corrected a defect within the time specified in the Employer's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described in GCC 46.1.</p>		<p><b>44 Correction of Defects</b></p>
<p>45.1 The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.</p>		<p><b>45 Extension of Defect Liability Period</b></p>
<p>46.1 In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.</p>		<p><b>46 Uncorrected Defects</b></p>

<p><b>D. Cost Control</b></p>	<p>47.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p>47.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.</p>	<p>48.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>48.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p> <p>48.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p>	<p>49 Variations</p> <p>49.1 All Variations shall be included in updated Work Programmes produced by the Contractor.</p>
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<p>51.1 When the Works Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>		<p><b>51 Cash Flow Forecasts</b></p>
<p>50.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>50.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p> <p>50.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>50.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>50.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning Notice.</p>		<p><b>50 Payments for Variations</b></p>

<p>52.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>52.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days of receipt of the certificate from the contractor.</p> <p>52.3 The value of work executed shall be determined by the Project Manager.</p> <p>52.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.</p> <p>52.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>52.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> <p>52.7 The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC.</p>	<p>52 Payment Certificates</p>
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<p>54.2 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 contract signature</p> <p>54.1 The currency of payment shall be stated in the SCC.</p>	<p>54 Currencies</p>
<p>53.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.</p> <p>53.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>53.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>53.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>	<p>53 Payments</p>

**55 Compensation Events**

(a) The Employer does not give access to a part of the Site by the Site Possession Date as per **GCC 28.1.**

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

55.1 The following shall be Compensation Events:



<p>55.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>55.3 As soon as information demonstrating the effect of forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.</p> <p>55.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>	<p>56.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 50.</p> <p>56.2 In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.</p>	<p><b>56 Effect of Changes in Tax Laws</b></p>
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<p>57.1 If applicable and stated in SCC, the amounts payable to the Contractor, pursuant to GCC 53.1 may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.</p>		
<p>57.2 To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.</p>		
<p>57.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined 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 as follows;</p>	$P_n = a + b \frac{L_n - L_o}{L_n - L_o} + c \frac{M_n - M_o}{M_n - M_o} + d \frac{E_n - E_o}{E_n - E_o} + etc.$	
<p>where;</p> <p><math>P_n</math> is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;</p>		<p><b>57 Price Adjustment</b></p>

<p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.</p>	
<p>a is a constant, specified in the Appendix to Tender, representing the nonadjustable portion in contractual payments;</p> <p>b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Tender; the sum of a, b, c, d, etc., shall be one;</p> <p>Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "n," determined pursuant to Sub-Clause 57.5, applicable to each cost element; and</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 57.5</p>	

<p>57.4 The sources of indices shall be those listed in the <b>Appendix to Tender</b>, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his tender the tabulation of Weights and Source of Indices in the <b>Appendix to Tender</b>, which shall be subject to approval by the Engineer.</p>	
<p>where; The effective value P<sub>c</sub> of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:          • any amount for payment or repayment of any advance payment;          • any amount for materials on site (if any);          • any amounts for nominated sub-contractors (if any)          • any amounts for any other items based on actual cost or current prices; or          • any sums for increase or decreases in the Contract Price paid under this Sub-Clause and          (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.</p>	

<p>57.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p>		
<p>57.6 If the Contractor fails to complete the Works within the time for completion prescribed under GCC 21.1 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 37.1 the above provision shall apply only to adjustments made after the expiry of such extension of time.</p>		
<p>57.7 The weightings for each of the factors of cost given in the Appendix to Tender shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC49 or for any other reason.</p>		

**58 Retention**

<p><b>58.1</b> The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC. The total amount of retention shall not exceed the amount specified in the SCC.</p> <p><b>58.2</b> On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.</p> <p><b>58.3</b> On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee.</p>	
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<p>60.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>	<p><b>60 Bonus</b></p>
<p>59.1 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 specified in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>59.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 53.1</p> <p>59.3 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 59.1</p> <p>59.4 If the Contractor has not corrected a defects within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in GCC 46.1</p>	<p><b>59 Liquidated Damages</b></p>

<p>61.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date 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.</p> <p>61.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>61.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>	<p>61 Advance Payment</p>
<p>62.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount stated in the SCC and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.</p>	<p>62 Performance Securities</p>



<p>62.2 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover for any cumulative increase of more than ten percent of the Initial Contract Price.</p>	<p>63.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>63.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>63.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>	<p>64 Cost of Repairs</p>	<p>64.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p>	<p><b>F. Discharge of the Contract</b></p>
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<p>65.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.</p>		<p><b>65 Completion Certificate</b></p>
<p>66.1 When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC</p>		<p><b>66 Site Hand Over</b></p>
<p>67.1 Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.</p> <p>67.2 In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-Clause 67.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.</p>		<p><b>67 Final Account</b></p>
<p>68.1 The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated in the SCC pursuant to GCC 66</p> <p>68.2 If the Contractor does not supply the Drawings and/or manuals stated in GCC 68.1 by the dates specified pursuant to clause 66 of the GCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p>		<p><b>68 Operating and Maintenance Manuals</b></p>
<p>69.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p>		<p><b>69 Termination</b></p>

<p>69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <p>(a) the Contractor stops work for 28 days whenno stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager;</p> <p>(b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days</p> <p>(c) contractor's failure to submit performance security within the time stipulated in the SCC;</p> <p>(d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p> <p>(e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;</p> <p>(f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>(g) where the Contractor fails to furnish and maintain the required Site Security pursuant to <b>GCC 35</b>; and</p> <p>(h) The contractor does not maintain security which is required; and</p> <p>(i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(j) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive,</p>		
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<p>obstructive or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p> <p>“corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p> <p>69.3 When either party to the Contract gives notice of a Fundamental breach of Contract to the other Party for a cause other than those listed under Sub-Clause 69.2 above, the Project Manager shall decide whether the said breach is</p>	
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<p>69.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>69.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>	<p>70.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p>	<p>70.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
<p>70 Payment upon Termination</p>		
<p>fundamental or not.</p>		

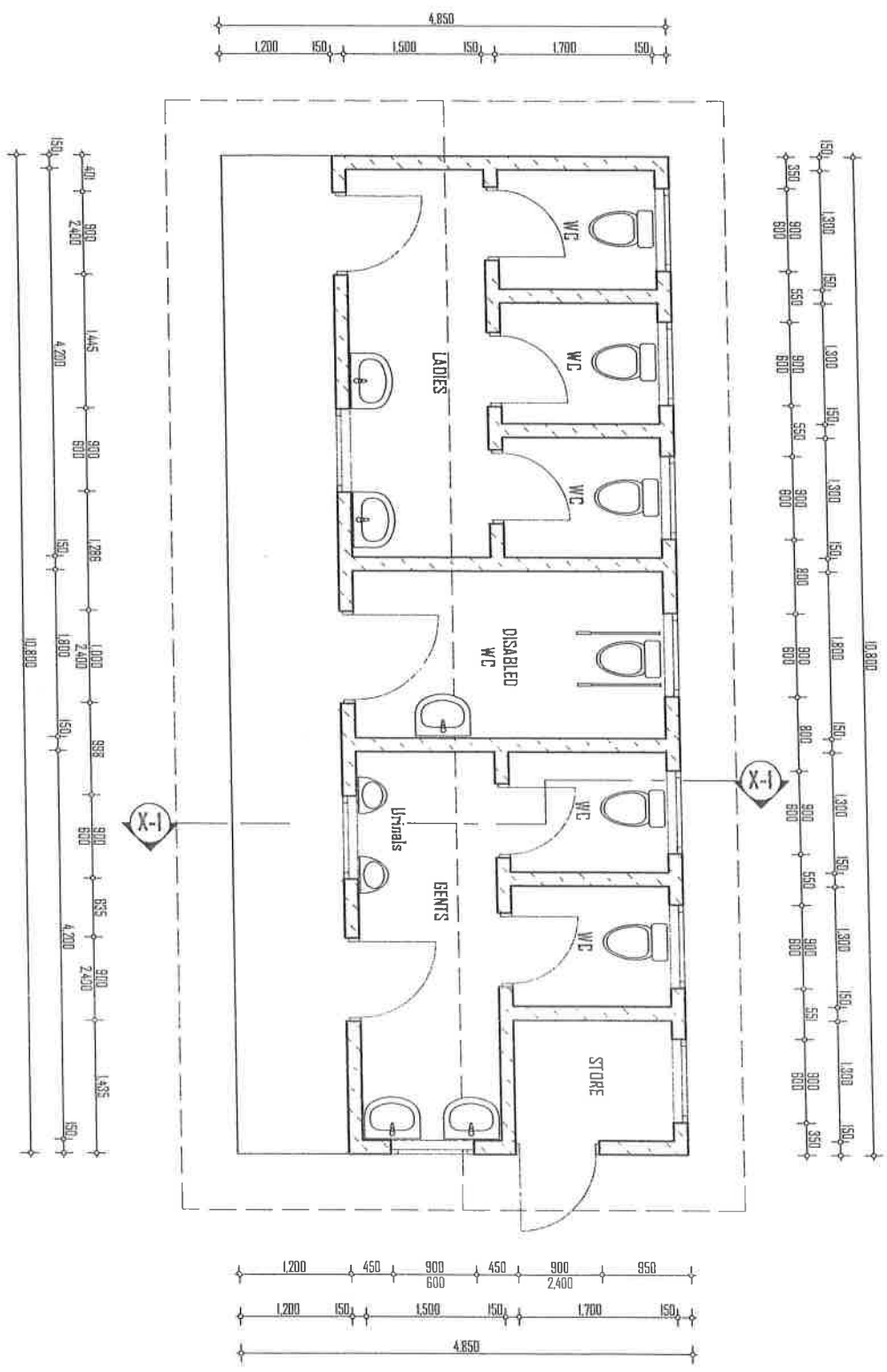
<p>71.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,</p>			<p>71 Property</p>
<p>72.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract</p>			<p>72 Suspension of Financing</p>
<p>73.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>73.2 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> <p>73.3 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party</p>			<p>73 Force Majeure</p>

<p>74.1 In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force majeure and minimize any delay in the performance of the contract as result of force majeure, but the effect of force majeure still subsist, the Project Manager upon written consent of the employer shall certify that the Contract has been frustrated.</p> <p>Upon certification by the Project Manager pursuant to GCC 74.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.</p>	<p>74 Release from Performance</p>
<p>73.4 The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure;</p> <p>73.5 The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure; and</p> <p>73.6 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 73.3 the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.</p> <p>from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;</p>	

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VI. DRAWINGS





**NOTE**  
 All dimension are in millimetre.  
 Depth of foundations to be determined by Engineer at site.

Clarification to be made to the Architect before implementation.

**PROJECT:**  
 Proposed Construction of a Toilet  
 in Saadani National Park

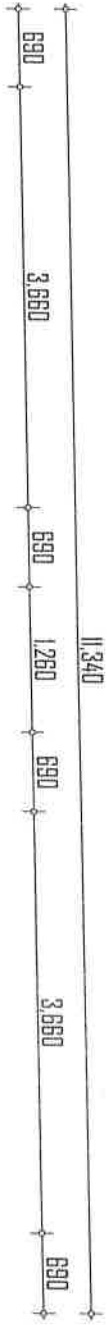
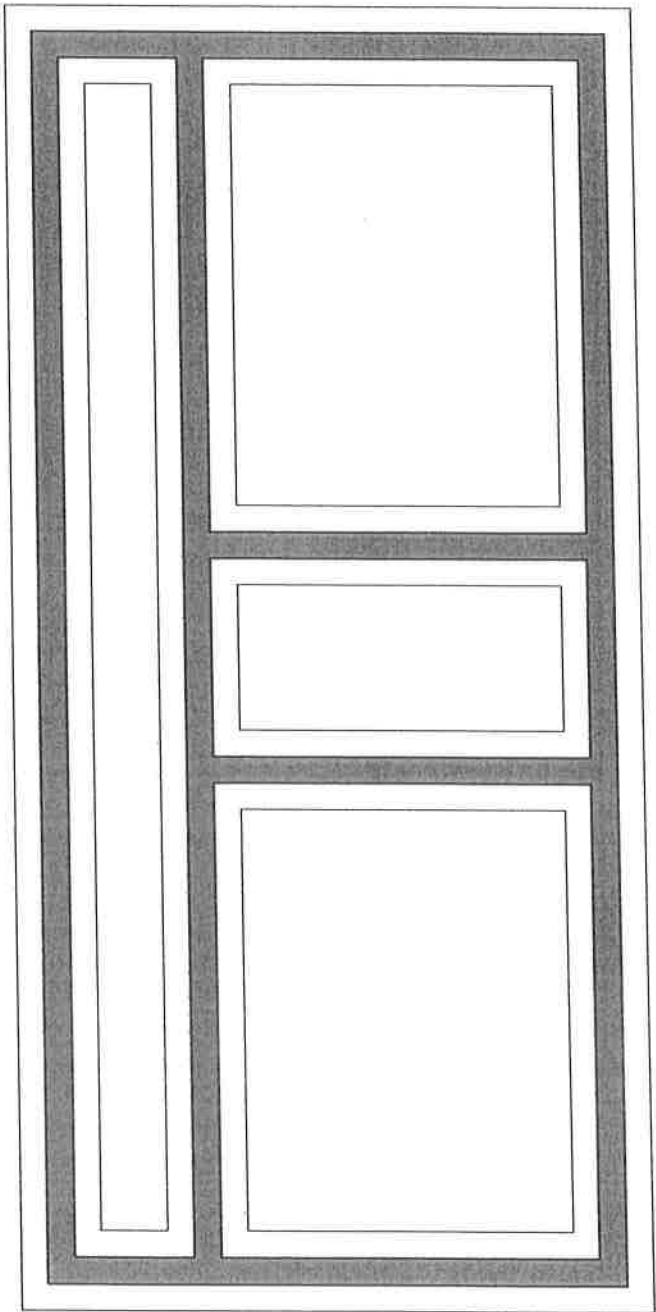
**CLIENT:**  
 Tanzania National Parks  
 P.O. Box 3134  
 Arusha.

**CONSULTANT:**  
 Tanzania National Parks Engineers

**DRAWING TITLE**  
 Ground Floor Plan

**Designed by**  
**Drawn by** FOK  
**Approved by**

**Date** September, 2017 **Sheet no:**  
**Scale** 1:100



**NOTE**  
All dimension are in millimetre.

Depth of foundations to be determined by Engineer at site.

Clarification to be made to the Architect before implementation.

**PROJECT:**  
Proposed Construction of a Toilet  
in Saadani National Park

**CLIENT:**  
Tanzania National Parks  
P.O. Box 3134  
Arusha.

**CONSULTANT:**  
Tanzania National Parks Engineers

**DRAWING TITLE**  
Foundation Plan

<b>Designed by</b>	
<b>Drawn by</b>	FOK
<b>Approved by</b>	

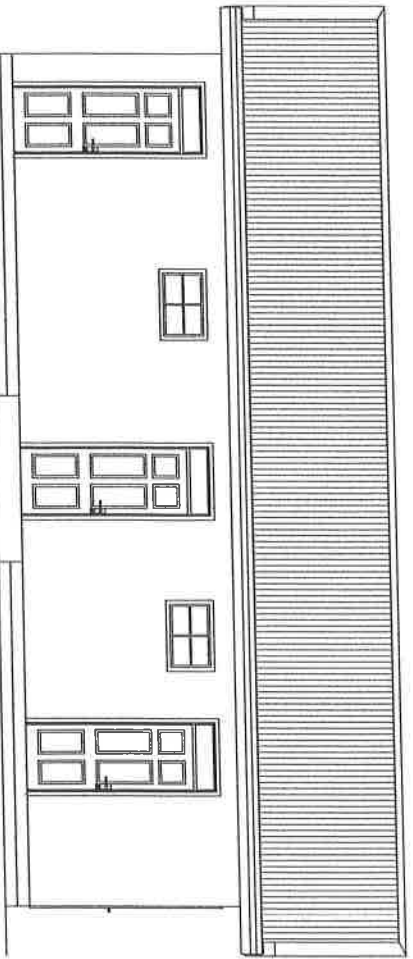
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<b>Scale</b>	1:100		

**NOTE**

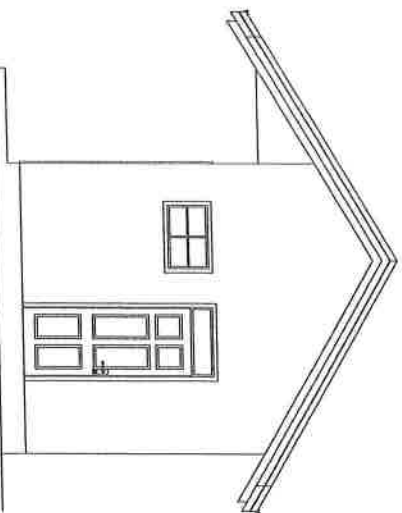
All dimension are in millimetre.

Depth of foundations to be determined by Engineer at site.

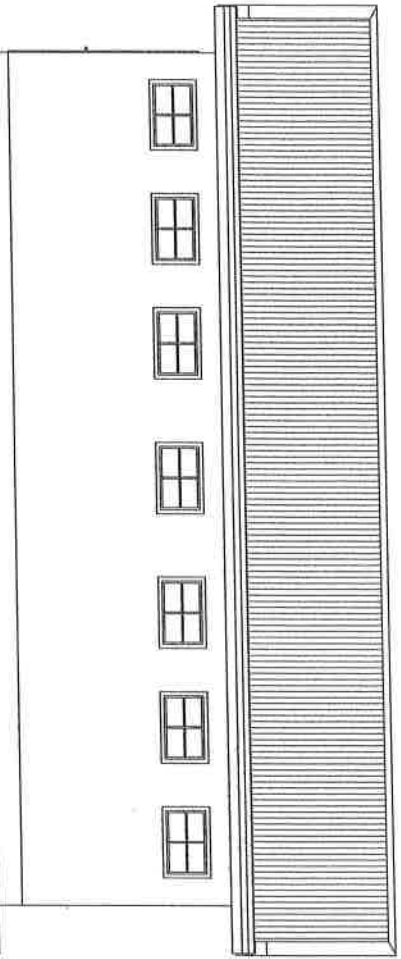
Clarification to be made to the Architect before implementation.



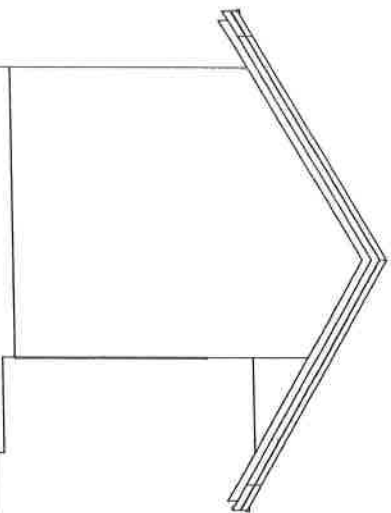
FRONT ELEVATION



R.H. SIDE ELEVATION



REAR ELEVATION



L.H. SIDE ELEVATION

**PROJECT:**

Proposed Construction of a Toilet  
in Saadani National Park

**CLIENT:**

Tanzania National Parks  
P.O. Box 3134,  
Arusha.

**CONSULTANT:**

Tanzania National Parks Engineers

**DRAWING TITLE**

Elevations

**Designed by**

**Drawn by**

FOK

**Approved by**

Date September, 2017

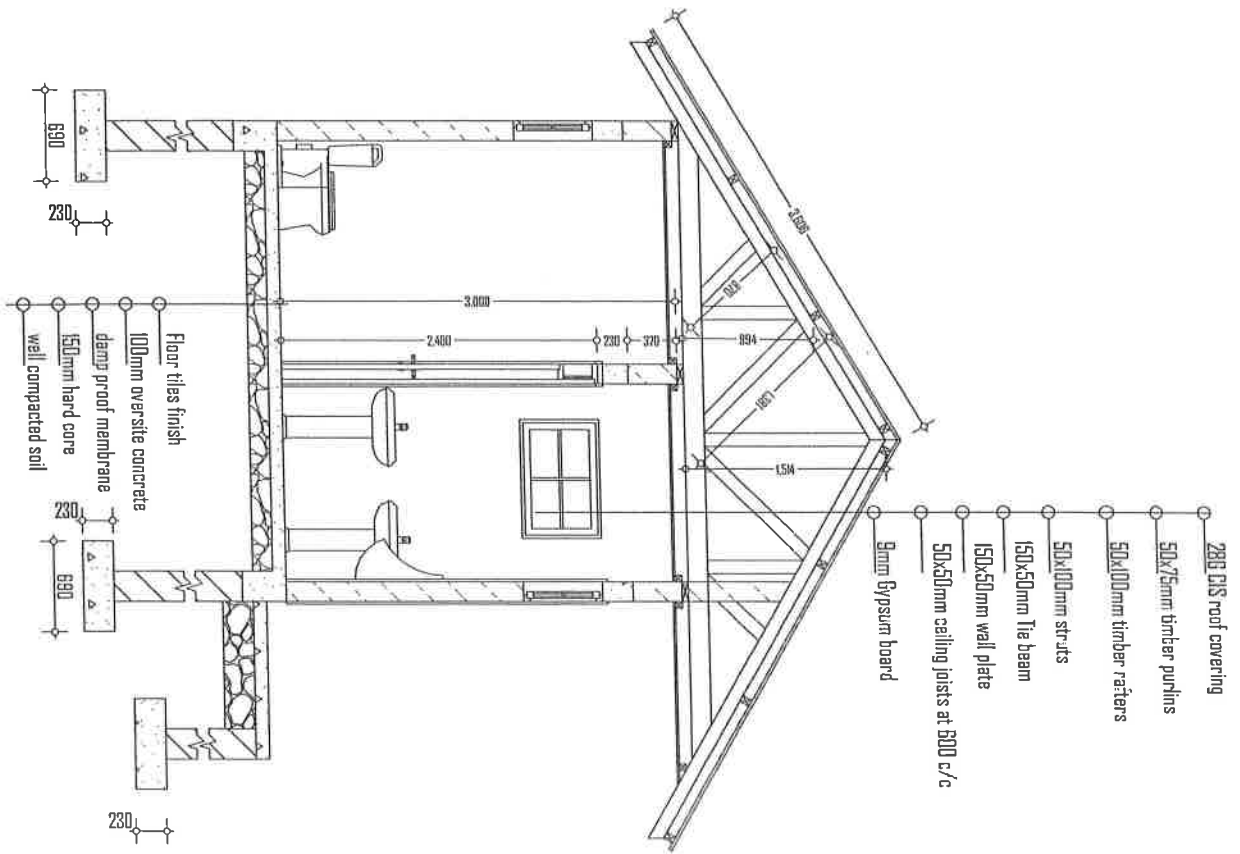
**Scale**

1:100

Sheet no:

**NOTE**

All dimension are in millimetre.  
 Depth of foundations to be determined by Engineer at site.  
 Clarification to be made to the Architect before implementation.

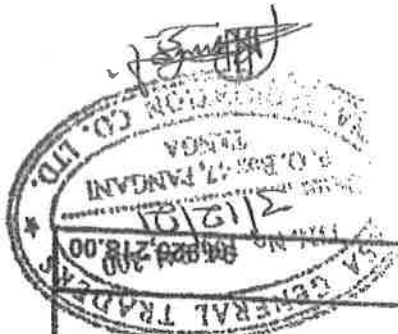


**SECTION X-1**

<b>PROJECT:</b> Proposed Construction of a Toilet in Saadani National Park	
<b>CLIENT:</b> Tanzania National Parks P.O. Box 3134, Arusha.	
<b>CONSULTANT:</b>  Tanzania National Parks Engineers	
<b>DRAWING TITLE</b> Section	
<b>Designed by</b>	
<b>Drawn by</b>	FOK
<b>Approved by</b>	
<b>Date</b>	September, 2017
<b>Scale</b>	1:100
	<b>Sheet no:</b>

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VII. BILL OF QUANTITIES



TOTAL CARRIED TO FORM OF BID				
S/No	DESCRIPTIONS	AMOUNT (TSHS/HOUSE)	QTY	AMOUNT (TSHS)
1	BILL NO.1: PRELIMINARIES	9,560,000	1	9,560,000.00
2	BILL NO.2: MEASURED WORKS	70,885,100	1	70,885,100.00
SUB TOTAL				80,445,100.00
ADD: 18%VAT				14,480,118.00

Measured Work Saadani Alirstrip Toilet

PRELIMINARY PARTICULARS

Preliminaries

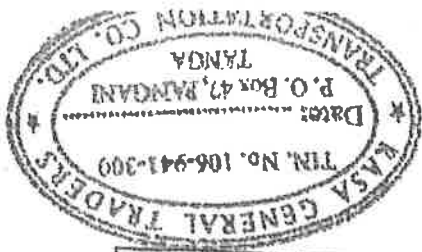
Tshs.	To Summary
1,500,000.00	and Preliminaries
	General Conditions
	<p>No work shall be commenced by the Contractor until he has received written instructions from the Project Manager/Architect to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall there upon be responsible for the accurate setting out of works, giving effect to the adjustments necessary to comply with such instructions, and claim for extra expense based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter.</p>
	<p>immediate attention.</p>
	<p>discrepancies must be reported by the Contractor to the Project Manager/Architect for his dimensions or levels marked on the Drawings being discovered such errors or setting out at his own cost and expense. In event of any error or discrepancy in the levels so set out by him and will be required to amend all errors arising from inaccurate shown on the Drawings and shall be responsible for the correctness of all dimension and The Contractor shall set out the Works in accordance with the dimensions and levels</p>
100,000.00	<p>B.4 Setting out the Works</p>
	<p>Rates on temporary buildings Hearings Temporary telephones Water for the work Works to be carried out by Local Authorities or Statutory Undertakings.</p>
	<p>applicable to the Works.</p>
	<p>Those in respect of the following items are included elsewhere in this Document if</p>
300,000.00	<p>B.3 Notices and Fees</p>
	<p>The contractor shall give all notices in accordance with the Conditions of Contract.</p>
	<p>amount of all such fees and charges shall be deemed to be included in the Contract Sum.</p>
	<p>The contractor shall pay all fees and charges required in the Conditions of Contract, the</p>
	<p>applicable to the Works.</p>
	<p>fully replenished and in an accessible position.</p>
500,000.00	<p>B.2 Safety, health and Welfare of the work people</p>
	<p>The contractor shall be responsible for and shall ensure the safety and welfare of his work people, and those of his Sub contractors, Nominated Sub contractors, Nominated Suppliers and persons employed directly by the Employer. Allow for providing and maintaining on site adequate medical facilities and approved first aid equipment kept</p>
	<p>or similar purpose shall be used afterwards in the permanent work.</p>
	<p>Nominated Sub contractors as described herein no timber used for scaffolding, formwork</p>
	<p>except for such items specifically and only required for use of and provided by</p>
	<p>workmen required for the Works except in so far as may be stated otherwise herein or</p>
	<p>The contractor shall be responsible for the provision of all plant, tools, and vehicles and</p>
1,000,000.00	<p>B.1 Plant, Tools and Vehicles</p>





Preliminaries	To Summary (2/10)	Tshs.
1,000,000.00	<p><b>B.5 Contractor's Supervision</b></p> <p>The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorised Agent or General Foreman, approved by the Project Manager/Architect (which approval may be withdrawn at any time) constantly on the works. Such authorised Agent or General Foreman shall give his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions, or orders issued by the architect or his representative.</p> <p>No work shall be carried out at night or on gazetted holidays unless authorised by the Project Manager/Architect in writing.</p>	
1,500,000.00	<p><b>B.6 Labour and fair wages</b></p> <p>The Contractor shall provide all labour and shall include for all costs arising from the current Government regulations regarding annual leave and passages, medical facilities, public holidays, overtime, training levy, income tax, housing, travelling allowances, wages and salaries, and any other statutory requirement current at the date of tender.</p> <p>The Contractor shall pay rates of wages observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in the district in which the work is carried out as laid down by the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council. The relevant notice must be kept posted upon the site where it can be conveniently read by the employees concerned.</p>	
200,000.00	<p><b>B.7 Watching and Lighting</b></p> <p>The Contractor shall provide all watching and lighting and everything else necessary by day and night for the due protection and Security of the Works and the public and other persons.</p> <p>He shall provide all barriers, notices, watchmen to prevent access of authorised persons into the site.</p> <p>The contractor will be liable for all consequences of theft from the site of his own or Sub contractors or Suppliers materials or equipment. Any such theft will not relieve the Contractor of his liability for completion on time.</p>	
300,000.00	<p><b>B.8 Maintenance of public and private roads and services.</b></p> <p>The Contractor shall be responsible for all damages to roads, (Whether public or private), crossover, services and the like arising out of, or in the course of, or by reason of, the execution of the works and shall be responsible for observing any laws or other regulation imposed by a competent authority regarding the keeping of such roads free from mud, filth, etc, arising as aforesaid.</p>	
200,000.00	<p><b>B.9 Police regulations</b></p> <p>The Contractor shall at all times observe any police regulations including those regarding the loading or unloading or any waiting by vehicles on the public highway and the Contract Sum shall be deemed to include for strictly compliance therewith.</p>	
200,000.00	<p><b>and Preliminaries</b></p>	





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<p>180,000.00</p> <p>100,000.00</p> <p>50,000.00</p> <p>20,000.00</p> <p>10,000.00</p>	<p><b>B.10 Progress chart, progress reports and progress photographs.</b>          Immediately after signing the Contract the Contractor is to prepare a time and progress chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the Contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be subdivided into trades or tasks. Where the contract is made up of individual buildings a separate chart shall be provided for each.          Upon the letting of Subcontracts the Contractor is to incorporate similar times and details of each separate Subcontractor's work (which information is to be provided by the Sub Contractor) and the chart shall be so designed to accommodate this information. At the end of each week the Contractor is to mark on the chart, in a different colour, the actual time taken to complete the respective stages and sections of the work. The Contractor shall also show upon the chart the anticipated weekly labour strength required upon the site (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed.          Copies of the completed chart are to be supplied to the Project Manager/Architect. Before the 25th day of each month the Contractor shall submit a monthly progress report in triplicate to the project manager/architect indicating the months progress and giving details of any delays caused by inclement weather or other reasons beyond his control. The report must include information on labour employed, and the progress of all trades, including nominated subcontractors.</p> <p><b>B.11 Checking schedules, drawings, etc.</b>          The Contractor shall be responsible for checking all schedules and drawings supplied by the Project Manager/Architect and all shop drawings approved by the Project Manager/Architect. In event of any discrepancy being found between such schedules and drawings or if the contractor considers that additional detail at least 28 days before the works concerned are to be executed. The Contractor shall ascertain from the drawings or otherwise any holes, recesses, or plugging, etc, which may be required in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, or plugging. Subsequently, The contractor's attention is drawn to the requirements for the submission of samples, shop drawings, certificates &amp; guarantee contained in previous or subsequent items of this Document.</p> <p><b>B.12 Samples</b>          Samples of proposed materials and workmanship shall, if required by the Project Manager/Architect, be submitted for approval, and those samples will be left on site by the Project Manager/Architect who shall have power to reject all such materials and condemn such workmanship that does not correspond with the approved sample.</p> <p><b>B.13 Tests</b>          The Project Manager/Architect may, whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on site, and the Project Manager/Architect shall be at liberty to reject any materials after delivery should he considers them unsatisfactory, notwithstanding the preliminary test and approval of materials at the maker's premises. The costs of these tests are to be borne by the Contractor.</p> <p style="text-align: right;">(3/10) To Summary Tshs.</p>
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Preliminaries

Construction of Toilet at Sadani Airstrip

Tests (cont'd)	
	<p>When directed by the Architect, samples of materials (the sample being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the contractor at his own cost to the project manager/ architect office or as otherwise directed.</p> <p>The Contractor shall, whenever so instructed by the Project Manager/Architect, cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for purpose of testing.</p> <p>All work disturbed shall be made good forthwith by the Contractor, all costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the contractor unless the result of the test shows that the materials etc, are in accordance with this contract.</p> <p>B.14 Disposal of water for all sections of the works</p> <p>Allow for keeping the site and buildings free from water arising from whatsoever cause.</p> <p>The Contractor shall notify the Project Manager/Architect as soon as water percolation or water logging becomes apparent and he shall obtain the written permission of the Project Manager/Architect before carrying out any continuous pumping or other method of removal of water which may lower the water levels on adjoining sites.</p> <p>The contractor shall ensure that no nuisance is caused by the out fall of pumped water and shall obtain the necessary permission before connection with such work</p> <p>shall be deemed to be included in the contract sum.</p> <p>B.15 Site levels</p> <p>Before commencing work the Contractor must arrange for and agree with the Project Manager/Architect the existing site levels and similarly established and agree a bench mark.</p> <p>The levels and bench mark thus agreed will then be used for the duration of works for all purposes.</p> <p>The contractor shall allow in his tender the need to attain a leveled ground by cut and fill method from mid point of the site.</p> <p>B.16 Interruption of work</p> <p>The contractor shall allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.</p> <p>B.17 Overtime</p> <p>The contractor shall allow in his tender for any extra costs for overtime working he considers will be necessary in order to complete the work by the contract date for completion.</p> <p>General Conditions and Preliminaries (4/10) To Summary</p>
500,000.00	
300,000.00	
50,000.00	
100,000.00	
50,000.00	

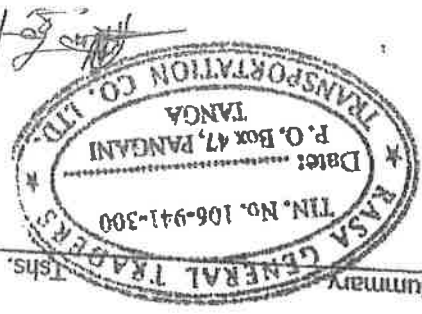


*[Handwritten signature]*

840,000.00		To Summary (5/10)	General Conditions and Preliminaries
40,000.00			<p><b>B.18 Housing labour on the site</b>                      If during the course of the contract overtime is worked for a specific purpose in accordance with a written instruction issued by the project manager/architect the contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down in the regulations affecting the wages and conditions of employment, etc. in the construction industry but excluding any bonuses, profits and overheads.</p>
400,000.00			<p><b>B.19 Area to be occupied by the contractor.</b>                      No labour, with the exception of watchmen, may be housed on the site and the contractor must allow for all costs in moving labour to and from the site at such times and by routes approved by the police and local authorities.</p>
300,000.00			<p><b>B.20 Stamp Charges</b>                      Allow for paying all stamp charges in connection with the surety bond and the contractor agreement.</p>
20,000.00			<p><b>B.21 Details to be Private and Confidential</b>                      The drawings, bills of quantities and the contract documents applicable to this contract are restricted by the copyright.                      The Contractor shall treat the details of this contract as private and confidential for his own information only and shall not publish or disclose the details of the contract in any trade or technical paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in writing of the employer.</p>
50,000.00			<p><b>B.22 Water for the Works</b>                      The site has no piped water within the vicinity                      The contractor shall at his own expense use whatever means at his disposal, provide on the site plentiful, suitable and clean water for use of the works.                      The contract sum shall be deemed to include for all costs and charges of whole water to be used in the works.</p>
40,000.00			<p><b>B.23 Temporary lighting and power for the works</b>                      The contractor shall provide all artificial lighting, electric power and the energy required for the execution of the work, the provision of light and, where appropriate, power for the nominated sub contractors, local authorities is included in the items of general and special attendance in provisional and P.C. Sums.                      The Contract sum shall be deemed to include for all fees and charges for all temporary services and clearing away on completion, and for the cost of all electricity consumed for the works.</p>



30,000.00	<p>B.24 Protection of persons and property The Contractor shall provide for efficient of the public, the employer's servants and property and all other persons occupying or using the premises, also of adjoining or neighbouring property during the progress of the works included in or required to be done on connection with the contract. The contractor shall take all precaution to eliminate as far as possible the danger to the public and other persons arising from the entry and exit of vehicles to and from the site.</p>
30,000.00	<p>B.25 Trespass and Nuisance All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen or plant employed on the works shall be allowed to trespass upon adjoining properties. If the execution of the works requires that workmen or plant must enter upon adjoining property, the necessary permission shall be first obtained by the contractor who shall see that these instructions are carried out. The contractor shall indemnify the employer against any claim or action for damages on account of any trespass or other misconduct of the contractor's employees. The contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or right to adjoining property, and any notice received by him or left upon the site requiring the discontinuance or suspension of any part of the works shall be communicated by him to the Architect or, if given verbally, shall at once be communicated by him to the Architect in writing and the contractor shall keep the employer indemnified against any claim or loss consequent upon any neglect or omission of the contractor, his agents, servants or workmen in this respect.</p>
50,000.00	<p>B.26 Temporary works generally The Contractor shall provide all temporary roads, tracks, hardstandings, crossing and the like to ensure satisfactory and efficient access to the works. The cost of such temporary works shall be deemed to be included in the contract sum All such temporary roads shall be to the approval of the Project Manager/Architect and in general will only be permitted over the areas planned for permanent roads and hardstanding as indicated on the site plan. Prior to execution of such temporary works the contractor shall submit his proposals to the Architect for approval.</p>
200,000.00	<p>B.27 Temporary roads B.28 Temporary buildings for use by the Contractor The Contractor shall, at his own cost, supply and erect all temporary buildings, sheds, messrooms and stores with floors at least 150mm above ground level. No office, stores or other temporary buildings shall be erected on site without first obtaining the consent of the Project Manager/Architect as to the type of temporary building to be supplied and the position in which they are to be erected.</p>
560,000.00	<p>B.29 Temporary latrines Temporary latrines shall be provided, maintained and removed on completion by the contractor to the satisfaction of the Project Manager/Architect and local Authorities. General Conditions and Preliminaries (6/10) To Summary Tshs.</p>



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980,000.00	<p>B.30 Temporary facilities for use by persons acting on behalf of the Employer.</p> <p>The Contractor shall provide, erect and maintain where convenient an approved lock up office building for the sole use of the Project Manager/Architect with a floor area of not less than 50 square metre.</p> <p>The office is to be furnished with lockable steel cabinet, a table and chairs, of sufficient size and number for site meetings, a plan chest and pin-up boards.</p> <p>The contractor shall also supply cleaning and attendance on the above mentioned accommodation as required.</p> <p>The Contractor shall allow for providing transport for the consultant whenever they are in town for official duties at site. Transport shall be provided from the time they arrive at the Airport, Railway Station or Bus Station and shall involve all movement connected with the Works up to the time they leave the town for their respective stations.</p> <p>Copies of the drawings, specification and bills of quantities shall be kept in this office at all times.</p>
300,000.00	<p>B.31 Rates on temporary buildings</p> <p>The Contractor shall be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected anywhere for the purposes of the works. The Contractor shall also be responsible for agreeing or otherwise dealing with notice of assessment, demand and note or other like documents which may be received in respect of such huts or temporary buildings. The contract sum shall be deemed to include for the aforesaid and for payment of any expenses incurred by the Contractor in connection with such assessment.</p>
50,000.00	<p>B.32 Temporary telephone</p> <p>The Contractor shall arrange for, provide and maintain a telephone connection to the offices from the commencement to completion of the contract and shall pay all charges in connection therewith including local calls made by the Project Manager/Architect.</p>
30,000.00	<p>B.33 Sign board</p> <p>The Contractor shall unless otherwise directed, obtain any necessary consent or license from local authority and immediately upon commencement of the works the Contractor shall, in accordance with the details supplied by the Project Manager/Architect make and erect a signboard showing the name of the employer and such other information as shall be directed and approved by the Project Manager/Architect.</p>
300,000.00	<p>B.34 Temporary hoarding</p> <p>The works shall be enclosed by the Contractor with a fence not less than 2.40m high neat and uniform in appearance to the approval of the architect. The fence shall be a sufficient obstacle to prevent the ingress of unauthorised persons or children and shall be complete with all necessary padlocked entrance gates, fans and screens as may be requisite to ensure the safety of the public or adjoining owners and of the works.</p>
980,000.00	<p>General Conditions</p> <p>and Preliminaries</p> <p>To Summary (7/10)</p>



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<p>400,000.00</p>	<p><b>B.35 General scaffolding</b></p> <p>Provide all scaffolding,(tubular steel or similar),that may be required for the works.</p> <p><b>B.36 Prime cost (P.C) Items</b></p> <p>The word "prime cost" (or the initials ("P.C")) wherever appearing in these bills of quantities,shall mean net cost exclusive of any trade,cash or other discount whatsoever but inclusive of the cost of packing,carriage and delivery,such cost shall be the sums due to the subcontractor or supplier after adjustment where applicable in respect of measurements or rates.</p> <p>Any increases or decreases in these prime cost sums resulting from the adjustments and properly paid by the contractor,shall be added to or deducted from the contract sum in the final account. In substantiation the contractor will be required to produce to the project manager/architect all quotations,invoices and receipted accounts as shall be necessary to show the details of the sums actually paid.</p> <p>Any sum added by the contractor in these Bills of Quantities in respect of profit upon any prime cost sum will be deducted at the final settlement of accounts and a sum will be added,the amount of which will bear the same proportions to the sum added as the net amount properly expended bears to the original P.C Sum.</p> <p><b>B.37</b> Particulars to be supplied when inviting quotation under P.C.Sums.</p> <p>When inviting quotations for the supply of goods or the execution of work described under P.C. sums, full particulars as contained herein (except the sums provided), and shown on the drawings in respect of the goods or work in question shall in all cases be supplied by the contractor to the persons,firms or companies quoting.</p> <p>All such invitations shall contain a stipulation that the quotations must state a guaranteed time for delivery or fixing, as the case may be, from the date when the particulars are supplied, in the case of materials to be delivered on the site in bulk, the person, firm or company quoting must guarantee the delivery of the quantity required, (uniform with the approved samples), by and at the time required to suit the progress of the building operations. The contractor shall, with such invitations,supply full details guaranteed times may be stated.</p>
<p>300,000.00</p>	<p>When inviting quotations for the supply of goods or the execution of work described under P.C. sums, full particulars as contained herein (except the sums provided), and shown on the drawings in respect of the goods or work in question shall in all cases be supplied by the contractor to the persons,firms or companies quoting.</p> <p>All such invitations shall contain a stipulation that the quotations must state a guaranteed time for delivery or fixing, as the case may be, from the date when the particulars are supplied, in the case of materials to be delivered on the site in bulk, the person, firm or company quoting must guarantee the delivery of the quantity required, (uniform with the approved samples), by and at the time required to suit the progress of the building operations. The contractor shall, with such invitations,supply full details guaranteed times may be stated.</p>
<p>300,000.00</p>	<p>When inviting quotations for the supply of goods or the execution of work described under P.C. sums, full particulars as contained herein (except the sums provided), and shown on the drawings in respect of the goods or work in question shall in all cases be supplied by the contractor to the persons,firms or companies quoting.</p> <p>All such invitations shall contain a stipulation that the quotations must state a guaranteed time for delivery or fixing, as the case may be, from the date when the particulars are supplied, in the case of materials to be delivered on the site in bulk, the person, firm or company quoting must guarantee the delivery of the quantity required, (uniform with the approved samples), by and at the time required to suit the progress of the building operations. The contractor shall, with such invitations,supply full details guaranteed times may be stated.</p>



General Conditions and Preliminaries (8/10) To Supply

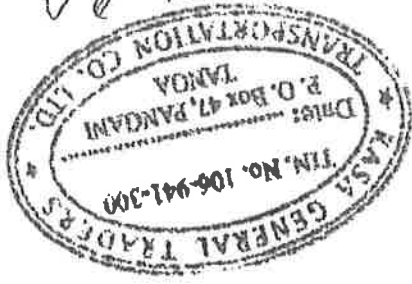
Construction of Toilet at Saadani Airstrip

Preliminaries	1,000,000.00
<p>B.38 Protection of works</p> <p>The contractor shall allow for and provide and/or maintain during the execution of the works all shoring, strutting, needling and other supports and shall take all other precautions and adopt such expedients as may be necessary to preserve the stability of buildings, structures, fences, walls, land and property, roads and footpaths, sewers, drains, gullies and other services (including those of adjoining owners) that may in any way be affected by the work to be executed under the contract immediately he has taken possession of the site and until completion of the works. The contractor shall hold the employer completely indemnified against all or any claim for damage or losses accruing from any settlement resulting from such shoring and strutting or lack thereof and the striking and removal of same.</p>	200,000.00
<p>B.39 Removal of plant, rubbish, etc</p> <p>The contractor shall cover up and protect all finished work liable to damage including provision of temporary roofs, gutters, drains, etc until the completion of the works. The entire responsibility in respect of all matters mentioned or referred to in this clause shall rest with the contractor not withstanding any approval given by the architect, in or concurrence in, the action taken or proposed to be taken by the contractor, in pursuance of his obligations.</p>	100,000.00
<p>B.40 Final cleaning of buildings and site.</p> <p>The Contractor shall, upon completion of the works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the project manager/architect. He shall also remove all rubbish and dirt from the site at weekly intervals or as directed by the Project Manager/Architect.</p>	100,000.00
<p>General Conditions and Preliminaries</p> <p>(9/10)</p>	400,000.00
Grand total	9,560,000.00



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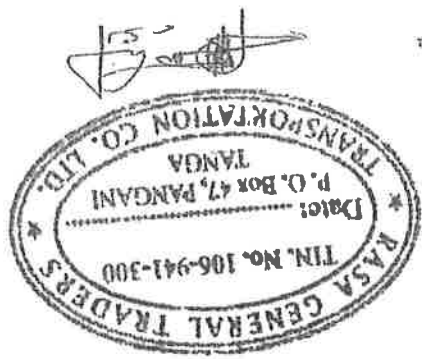


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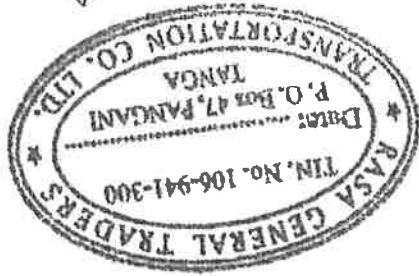






No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO. 1: SUBSTRUCTURE (provisional quantities)</b>				
	<b>EXCAVATION AND EARTHWORKS</b>				
1	Clear site of bushes, small trees, undergrowth and the like including grubbing up their roots	55	m2	100	5,500,000
2	Excavating oversite to remove vegetable soil 150mm average depth	54	m2	600	32,400,000
3	Excavating land not exceeding 300mm deep to reduce levels including levelling and compacting the surface	16	m2	1,200	19,200,000
4	Excavating trenches to receive foundation starting from stripped level not exceeding 1.5m deep	44	m3	3,500	154,000,000
5	Extra over any kind of excavation for breaking up rocks and the like	5	m3	5,000	25,000,000
6	Imported earthfilling around excavation including compacting and consolidating	34	m3	10,000	340,000,000
7	Load up and cart away from site excavated materials	41	m3	10,000	410,000,000
8	Disposal of water				
9	Keeping excavation free from general runoff and spring water				
8	Piling and strutting				
9	Piling and strutting to uphold sides of excavation including its subsequent removal				
9	Hardcore				
10	150mm hardcore bed compacted, levelled and well blinded	44	m2	20,000	880,000,000
11	150mm imported earth filling to make up level compacted	44	m2	2,250	99,000,000
12	Forming sinking to hardcore average dimensions 575mm wide x 150mm deep	2	m	2,250	4,500,000
13	Hand packing to battering sides of hardcore 200 x 200mm deep	2	m	10,000	20,000,000
	<b>BF</b>				
					2,499,600,000



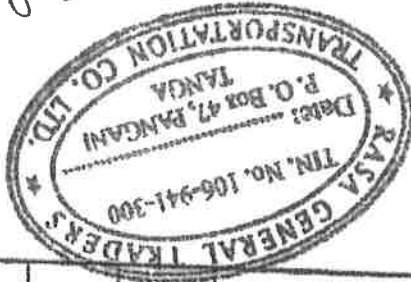


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No	Description	Qty	Unit	Rate	Amount
	<b>SUBSTRUCTURE (contd)</b>				
	<b>CF</b>				
14	Anti-termite treatment Soil sterilization of adrian 0.5% solution applied at rate of 7litres per square metre to blinded hardcore	44	m2	14,000	616,000.000
15	Soil sterilization of adrian 0.5% solution applied at rate of 7litres per linear metre to backfilled material on one side of external foundation size 230mm x 520mm depth	42	m	14,000	588,000.000
	<b>CONCRETE WORKS</b>				
16	Plain in situ concrete, grade 20 (mix 1:2:4) Foundation in trench	8	m3	250,000	2,000,000.000
17	100mm ramp	4	m2	25,000	100,000.000
18	100mm bed with 8mmφ bars at 250mm c/c mesh	54	m2	25,000	1,350,000.000
19	Reinforced in situ concrete, grade 20 (mix 1:2:4) Ground beam	2.6	m3	250,000	650,000.000
20	High tensile steel reinforcement bars to BS 4449 cold worked including tying wires and the like	208	kg	4,000	832,000.000
21	8mm diameter	96	kg	4,000	384,000.000
22	Formwork to vertical or battering sides of ground beam	22	m2	25,000	550,000.000
23	Edges of ramp 75mm to 150mm wide	4	m	5,000	20,000.000
24	Edges of beds over 75 but not exceeding 150mm wide	43	m	5,000	215,000.000
	<b>WALLING</b>				
25	Solid concrete blocks to BS 2028 type 'A' bedded and jointed in cement mortar (1:4), compressive strength of 7.2N/mm <sup>2</sup> 230mm wall	59	m2	45,000	2,655,000.000
	<b>BF</b>				
					12,449,600.000

Measured Work Saadani's Airstrip Toilet

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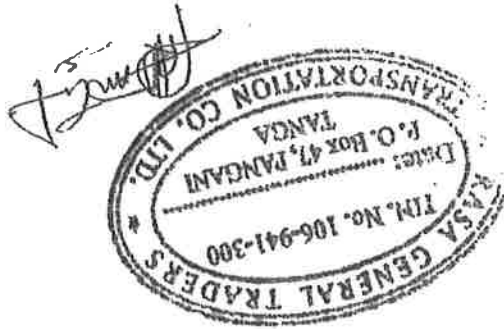
No	Description	Qty	Unit	Rate	Amount
	Sundries				12,449,600.000
	SUBSTRUCTURE (contd)				
26	230mm wide hessian based damp proof course	49	m	2,000	98,000.000
27	Polythene damp proof membrane laid over hardcore bed	44	m <sup>2</sup>	3,000	132,000.000
28	15mm cement sand (1:4) rendering to plinth surface	22	m <sup>2</sup>	10,000	220,000.000
29	prepare and apply three coat of black bitumen paint	22	m <sup>2</sup>	8,000	176,000.000
<b>TOTAL OF SUBSTRUCTURE CARRIED TO SUMMARY</b>					<b>13,075,600.000</b>



No	Description	Qty	Unit	Rate	Amount
	<b>CONCRETE WORK</b>				
1	Vibrated reinforced insitu concrete grade 20 mix ratio 1:2:4 beams	1.7	m3	25,000	42,500.000
	High tensile steel reinforcement bars to BS 4449 cold worked including tying wires and the like				
2	12mm diameter	214	kg	4,000	856,000.000
3	8mm diameter	99	kg	4,000	396,000.000
	Formwork to				
4	Sides and soffits of horizontal beams	25	m2	25,000	625,000.000
	Pre cast concrete grade 20: including hoisting bedding and pointing in cement sand mortar (1:4)				
5	225 x 55mm window sill, weathered and throated with smooth finishing	10	m	4,000	40,000.000
	150 x 250mm lintel; reinforced with 4Nr, 16mm diameter high tensile steel reinforcement bars and 8mm diameter stirrups at 200mm centres cast in formwork to give rough finishing				
6	225 x 55mm coping; weathered and throated with smooth finishing	313	KG	4,000	1,252,000.000
7	WALLING AND INTERNAL PARTITION	0	m		
	Solid concrete blocks to BS 2028 type 'A' bedded and jointed in cement mortar (1:4), compressive strength of 7.2N/mm2				
8	150mm external wall;	80	m2	40,000	3,200,000.000
9	150mm internal wall	51	m2	40,000	2,040,000.000
	<b>TOTAL OF SUPERSTRUCTURE CARRIED TO SUMMARY</b>				8,451,500.000

Measured Work Saadan's Airstrip Toilet





No	Description	Qty	Unit	Rate	Amount
	<b>Roof Covering</b> purlins spaced at 1.2m centres, with one and half corrugations side lap and 250mm end lap. Alafs manufacture is recommended to supply required sheet.	87	m <sup>2</sup>	40,000	3,480,000.000
1	Covering sloping not exceeding 45 degree from horizontal	12	m	15,000	180,000.000
2	Ridge capping	12	m	15,000	180,000.000
3	Valley capping	12	m	15,000	180,000.000
	<b>Roof structure</b> Treated softwood structural timber with pressure impregnated preservatives				
	4 50 x 150mm rafter (provisional)	58	m	15,000	870,000.000
	5 50 x 150mm joists (provisional)	39	m	15,000	585,000.000
	6 50 x 100mm struts (provisional)	64	m	10,000	640,000.000
	7 50 x 100mm vertical chord (provisional)	12	m	10,000	120,000.000
	8 50 x 150mm wall plates	22	m	13,000	286,000.000
	9 75 x 50mm purlin (provisional)	96	m	10,000	960,000.000
	<b>Wrought softwood</b> 25 x 225mm fascia and the like	38	m	10,000	380,000.000
	<b>Roof Drainage</b> 150mm half round Upvc rainwater gutter complete with accessories fixed as per manufacturer's printed specifications	24	m	15,000	360,000.000
11	150mm diameter upvc down pipe fixed complete with fittings fixed as per Engineer's approval	12	m	15,000	180,000.000
12	as per Engineer's approval				
	<b>TOTAL OF ROOFING CARRIED TO SUMMARY</b>				8,221,000.000



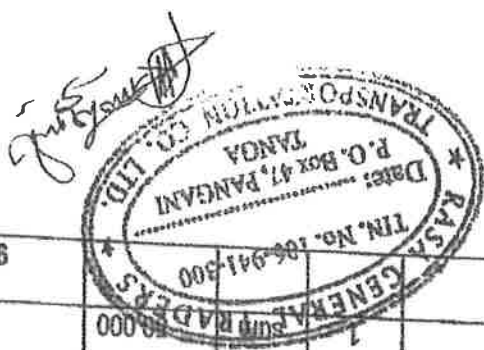
No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.4: DOORS</b>				
	45mm hardwood (minga or approved equivalence) panelled door comprising of 45 x 145mm sills, top, middle and bottom rails forming two equal open panes both of which are filled in with solid hardwood panels (minga or approved equivalence) tongued and grooved to sills and rails	1	No	150,000	150,000.000
	1 1000 x 2100mm size				
	2 845 x 2100mm size	8	No	150,000	1,200,000.000
	Hardwood (minga or approved equivalence) Frames and the like				
	3 45 x 145mm frames, rebated	51	m	20,000	1,020,000.000
	4 45 x 145mm transoms, rebated	9	m	20,000	180,000.000
	5 20 x 100mm grounds; plugged	51	m	20,000	1,020,000.000
	Supply the following ironmongery from UNION or equal and approved manufacturer				
	6 100mm brass butt hinges	13.5	pairs	10,000	135,000.000
	7 Mortice lockset, 2levels	9	nr	60,000	540,000.000
	8 Barrel lock	18	nr	10,000	180,000.000
	<b>TOTAL OF DOORS CARRIED TO SUMMARY</b>				<b>4,425,000.000</b>

Measured Work Saadani's Airstrip Toilet



No	Description	Qty	Unit	Rate	Amount
	<b>TOTAL OF WINDOWS CARRIED TO SUMMARY</b>				
	1 Prime quality hardwood (mninga or approved equivalency) 145 x 145mm frames, rebated	30	m	20,000	600,000.000
	2 45 x 145mm Transomes	0	m	20,000	-
	3 45 x 145mm mulions	6	m	20,000	120,000.000
	4 Glazing 400 x 150 x 5mm clear glass louvers held on aluminium clips	100	nr	10,000	1,000,000.000
	5 Metalwork 100mm aluminium louvre frames complete with clips for four (5) louvre blades; complete with screws	20	pairs	20,000	400,000.000
	6 Metal grill to window consist of 16mm mild steel bars bent and welded to 25 x 25 x 4mm angle frame plugged to wall including 6 painting with approved paint	6	m <sup>2</sup>	90,000	540,000.000
					2,660,000.000

Measured Work Saadani's Airstrip Toilet



No	Description	Qty	Unit	Rate	Amount
1	Internal finishing 15mm plaster in two coats, first coat 12mm thick cement sand (1:4), 3mm final coat in cement sand and lime (1:1:5%) to keyed block work	171	m2	10,000	1,710,000.000
2	backing 30mm cement and sand(1:4) backing to keyed concrete bed	45	m2	10,000	450,000.000
3	Tiles 300 x 200 x 6mm ceramic wall tiles laid to wall backing with approved adhesives including painting with approved grouts	38	m2	35,000	1,330,000.000
4	300 x 300 x 6mm ceramic floor tiles laid to floor backing with approved adhesives including painting with approved grouts	45	m2	50,000	2,250,000.000
5	Ceiling: plain sheet finishing 6mm gypsum plaster board nailed to softwood bradering (measured separately) including all necessary accessories	45	m2	15,000	675,000.000
6	100mm girth moulded gypsum cornice	80	m	15,000	1,200,000.000
7	Bradering 50 x 50mm treated softwood bradering	199	m	3,000	597,000.000
	External finishing				
	Finishing to wall and concrete surface				
8	15mm rendering in cement sand (1:4) and final in cement sand and lime (1:1:5%) to keyed blockwall or concrete work	79	m2	10,000	790,000.000
10	Electrical installation Allow cost for wiring and installation of 20 bulb lights	1		50,000.000	50,000.000
<b>TOTAL OF FINISHING CARRIED TO SUMMARY</b>					<b>9,052,000.000</b>

Measured Work Saadan's Alstrip Toilet



No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.8: PAINTING AND DECORATION</b>				
	Internal paint				
	Prepare and apply one primer coat and two finishing coats of acrylic paint to				
	1 Plastered walls	171	m2	10,000	1,710,000.000
	Prepare; prime and apply three coats of gloss paint as per manufacturer's specifications to hardwood surfaces				
	2 Generally	37	m2	10,000	370,000.000
	3 Frames and the like 200mm to 300mm girth	60	m	8,000	480,000.000
	External painting				
	Prepare and apply one primer coat and two finishing coats of weather guard paint to				
	4 Rendered walls	79	m2	10,000	790,000.000
	<b>TOTAL OF PAINTING AND DECORATIONS CARRIED TO SUMMARY</b>				<b>3,350,000.000</b>

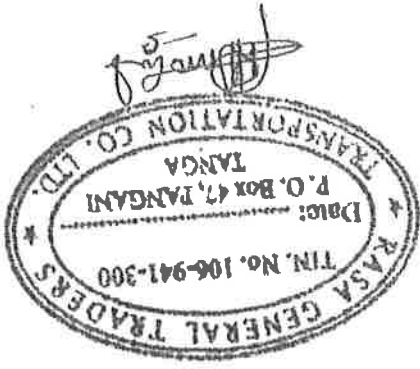
Measured Work Saadani's Airship Toilet

No	Description	Qty	Unit	Rate	Amount
<p><b>ELEMENT NO.11: PLUMBING INSTALLATION</b></p> <p><b>PLUMBING INSTALLATION</b></p> <p><b>SANITARY APPLIANCES</b></p> <p>Supply and fix the following sanitary appliances from armitage shanks or equal and approved manufacturer including all connections and fixing to floor or wall as per manufacturer's printed instructions</p> <p>580 x 470mm white WHB complete with chromium plated pillar taps, safety brackets, 50mm waste pipe chain and plug, 50mm bottle trap with 10mm seal and flexible pipe</p> <p>1 White WC eastern type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories</p> <p>2 Low level WC western type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories</p> <p>3 Low level WC western type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories</p> <p>4 Low level WC western type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories for disabled/handicapped</p> <p>5 Urinal bowl complete with associated fittings</p> <p>6 600mm x 350mm x 6mm plate glass mirror, polished edges</p> <p>7 150 x 150mm recessed toilet roll holder</p> <p>8 Supply and install silt tank 500 litres with all plumbing fittings and including 3.7m high tank riser</p> <p>9 Allow cost for plumbing installation and pipes</p>					
		5	nr	350,000	1,750,000.000
		2	nr	350,000	700,000.000
		3	nr	250,000	750,000.000
		1	nr	250,000	250,000.000
		2	nr	200,000	400,000.000
		5	nr	150,000	750,000.000
		5	nr	50,000	250,000.000
		1	nr	2,600,000	2,600,000.000
					50,000.000
					7,500,000.000



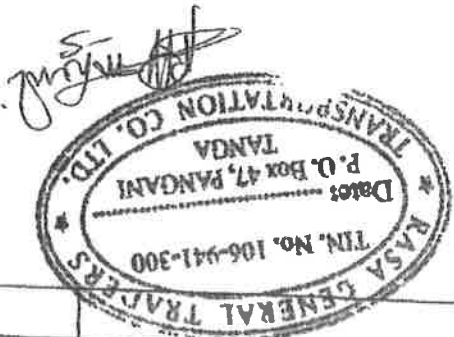
No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.10: DRAINAGE</b>				
	<b>Foul water drainage</b>				
	<b>Soakaway pit</b>				
1	Construct a soakaway pit with 3000mm internal diameter and minimum depth of 3000mm, complete with trench pipes; the soakage pit comprising of 230mm solid concrete block wall as described before built as per drawings and specifications; 150mm reinforced concrete grade 25 suspended slab with 12mm diameter high tensile steel reinforcement bars spaced at 200mm centres; including excavations and disposal of surplus excavated materials	1	Nr	4,000,000	4,000,000,000
2	Construct a septic tank with 2400mm long x 1300mm wide internal diameter and minimum depth of 1900mm, complete with pipes; the tank comprising of 230mm solid concrete block wall as described before built as per drawings and specifications; 150mm reinforced concrete grade 25 suspended slab with 12mm diameter high tensile steel reinforcement bars spaced at 200mm centres; 15mm water proof plaster in cement sand (1:3) including excavations and disposal of surplus excavated materials	1	Nr	4,000,000	4,000,000,000
3	Manholes, inspection chambers and foul/waste water pipeworks Provide for construction of manholes inspection chambers complete with installation of waste water pipes	1	Sum	150,000	150,000,000
4	Pavement and Landscaping 100mm plain concrete grade 20 cast on and including 150mm blinded hardcore in granular stones overall width of 1200mm to length of 100m	120	m <sup>2</sup>	25,000.00	3,000,000.00
5	250 x 125mm precast concrete kerb stone jointed in cement sand mortars (1:4); haunched with mass concrete grade 15	200	m	15,000.00	3,000,000.00
<b>TOTAL OF DRAINAGES AND LANDSCAPING CARRIED TO SUMMARY</b>					<b>14,150,000,000</b>





28 of 31





No	Description	Amount
	SUMMARY	TSHS
1	ELEMENT NO.1: SUBSTRUCTURE	13,075,600.000
2	ELEMENT NO.2: SUPERSTRUCTURE	8,451,500.000
3	ELEMENT NO.3: ROOFING	8,221,000.000
4	ELEMENT NO.4: DOORS	4,425,000.000
5	ELEMENT NO.5: WINDOWS	2,660,000.000
6	ELEMENT NO.6: FINISHINGS	9,052,000.000
7	ELEMENT NO.7: PAINTINGS AND DECORATION	3,350,000.000
8	ELEMENT NO.11: PLUMBING INSTALLATION	7,500,000.000
9	ELEMENT NO.10: DRAINAGE	14,150,000.000
TOTAL CARRIED TO GENERAL SUMMARY		70,885,100.000

Measured Work Saadan's Airstrip Toilet



*[Handwritten signature]*

97,757,218/-

S/No	DESCRIPTIONS	AMOUNT (TSHS/HOUSE)	QTY	AMOUNT (TSHS)
1	1 BILL NO.1: PRELIMINARIES		1	9,560,000/-
2	2 BILL NO.2: MEASURED WORKS		1	73,285,100/-
	<b>SUB TOTAL</b>			82,845,100/-
	<b>ADD: 18% VAT</b>			14,912,118/-
<b>TOTAL CARRIED TO FORM OF BID</b>				97,757,218/-

Measured Work Airstrip Toilet

Construction of Toilet at Airstrip

Preliminaries

PRELIMINARY PARTICULARS

B.1 Plant, Tools and Vehicles

The contractor shall be responsible for the provision of all plant, tools, and vehicles and workmen required for the Works except in so far as may be stated otherwise herein or except for such items specifically and only required for use of and provided by Nominated Sub contractors as described herein no timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent work.

1,000,000/-

B.2 Safety, health and Welfare of the work people

The contractor shall be responsible for and shall ensure the safety and welfare of his work people, and those of his Sub contractors, Nominated Sub contractors, Nominated Suppliers and persons employed directly by the Employer. Allow for providing and maintaining on site adequate medical facilities and approved first aid equipment kept fully replenished and in an accessible position.

500,000/-

B.3 Notices and Fees

The contractor shall give all notices in accordance with the Conditions of Contract. The contractor shall pay all fees and charges required in the Conditions of Contract, the amount of all such fees and charge shall be deemed to be included in the Contract Sum. Those in respect of the following items are included elsewhere in this Document if applicable to the Works.

300,000/-

- Rates on temporary buildings
- Hoardings
- Temporary telephones
- Water for the work
- Works to be carried out by Local Authorities
- or Statutory Undertakings.

B.4 Setting out the Works

The Contractor shall set out the Works in accordance with the dimensions and levels shown on the Drawings and shall be responsible for the correctness of all dimension and levels so set out by him and will be required to amend all errors arising from inaccurate setting out at his own cost and expense. In event of any error or discrepancy in the dimensions or levels marked on the Drawings being discovered such errors or discrepancies must be reported by the Contractor to the Project Manager/Architect for his immediate attention.

100,000/-

No work shall be commenced by the Contractor until he has received written instructions from the Project Manager/Architect to adjust such discrepancies which may be provided. Upon receipt of such instructions the Contractor shall there upon be responsible for the accurate setting out of works, giving effect to the adjustments necessary to comply with such instructions, and claim for extra expense based on any discrepancy of error in the dimensions or levels shown on the Drawings may be made thereafter.

General Conditions



Construction of Toilet at Airstrip

and Preliminaries (1/10) To Summary Tshs. Preliminaries

B.5 Contractor's Supervision

The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorised Agent or General Foreman, approved by the Project Manager/Architect (which approval may be withdrawn at any time) constantly on the works. Such authorised Agent or General Foreman shall give his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions, or orders issued by the architect or his representative.  
No work shall be carried out at night or on gazetted holidays unless authorised by the Project Manager/Architect in writing.

1,000,000/-

B.6 Labour and fair wages

The Contractor shall provide all labour and shall include for all costs arising from the current Government regulations regarding annual leave and passages, medical facilities, public holidays, overtime, training levy, income tax, housing, travelling allowances, wages and salaries, and any other statutory requirement current at the date of tender.

1,500,000/-

The Contractor shall pay rates of wages observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in the district in which the work is carried out as laid down by the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council. The relevant notice must be kept posted upon the site where it can be conveniently read by the employees concerned.

B.7 Watching and Lighting

The Contractor shall provide all watching and lighting and everything else necessary by day and night for the due protection and Security of the Works and the public and other persons.  
He shall provide all barriers, notices, watchmen to prevent access of authorised persons into the site.  
The contractor will be liable for all consequences of theft from the site of his own or Sub contractors or Suppliers materials or equipment. Any such theft will not relieve the Contractor of his liability for completion on time.

200,000/-

B.8 Maintenance of public and private roads and services.

The Contractor shall be responsible for all damages to roads, (Whether public or private), crossover, services and the like arising out of, or in the course of, or by reason of, the execution of the works and shall be responsible for observing any laws or other regulation imposed by a competent authority regarding the keeping of such roads free from mud, filth, etc, arising as aforesaid.

300,000/-

B.9 Police regulations

The Contractor shall at all times observe any police regulations including those regarding the loading or unloading or any waiting by vehicles on the public highway, and the Contract Sum shall be deemed to include for strictly compliance therewith.

200,000/-

General Conditions



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B.10 Progress chart, progress reports and progress photographs.

Immediately after signing the contract the Contractor is to prepare a time and progress chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the Contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be subdivided into trades or tasks. Where the contract is made up of individual buildings a separate chart shall be provided for each.

Upon the letting of Subcontracts the Contractor is to incorporate similar times and details of each separate Subcontractor's work (which information is to be provided by the Sub Contractor) and the chart shall be so designed to accommodate this information. At the end of each week the Contractor is to mark on the chart, in a different colour, the actual time taken to complete the respective stages and sections of the work. The Contractor shall also show upon the chart the anticipated weekly labour strength required upon the site (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed.

Copies of the completed chart are to be supplied to the Project Manager/Architect. Before the 25th day of each month the Contractor shall submit a monthly progress and report in triplicate to the project manager/architect indicating the months progress and giving details of any delays caused by inclement weather or other reasons beyond his control. The report must include information on labour employed, and the progress of all trades, including nominated subcontractors.

10,000/-

B.11 Checking schedules, drawings, etc.

The Contractor shall be responsible for checking all schedules and drawings supplied by the Project Manager/Architect and all shop drawings approved by the Project Manager/Architect. In event of any discrepancy being found between such schedules and drawings or if the contractor considers that additional detail at least 28 days before the works concerned are to be executed. The Contractor shall ascertain from the drawings or otherwise any holes, recesses, or plugging, etc, which may be required in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, or plugging, subsequently.

The contractor's attention is drawn to the requirements for the submission of samples, shop drawings, certificates & guarantee contained in previous or subsequent items of this Document.

B.12 Samples

Samples of proposed materials and workmanship shall, if required by the Project Manager/Architect, be submitted for approval, and those samples will be left on site by the Project Manager/Architect who shall have power to reject all such materials and condemn such workmanship that does not correspond with the approved sample.

50,000/-

B.13 Tests

The Project Manager/Architect may, whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on site, and the Project Manager/Architect shall be at liberty to reject any materials after delivery should he considers them unsatisfactory, notwithstanding the preliminary test and approval of materials at the maker's premises. The costs of these tests are to be borne by the Contractor.

General Conditions



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Tests (cont'd)

When directed by the Architect, samples of materials (the sample being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the contractor at his own cost to the project manager/architect office or as otherwise directed.  
The Contractor shall, whenever so instructed by the Project Manager/Architect, cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for purpose of testing.

100,000/=

All work disturbed shall be made good forthwith by the Contractor, all costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the contractor unless the result of the test shows that the materials etc, are in accordance with this contract.

B.14 Disposal of water for all sections of the works

Allow for keeping the site and buildings free from water arising from whatsoever cause. The Contractor shall notify the Project Manager/Architect as soon as water percolation or water logging becomes apparent and he shall obtain the written permission of the Project Manager/Architect before carrying out any continuous pumping or other method of removal of water which may lower the water levels on adjoining sites. The contractor shall ensure that no nuisance is caused by the out fall of pumped water and shall obtain the necessary permission before connection with such work shall be deemed to be included in the contract sum.

50,000/=

B.15 Site Levels

Before commencing work the Contractor must arrange for and agree with the Project Manager/Architect the existing site levels and similarly established and agree a bench mark. The levels and bench mark thus agreed will then be used for the duration of works for all purposes. The contractor shall allow in his tender the need to attain a leveled ground by cut and fill method from mid point of the site.

100,000/=

B.16 Interruption of work

The contractor shall allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.

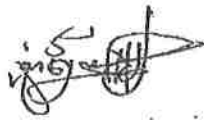
50,000/=

B.17 Overtime

The contractor shall allow in his tender for any extra costs for overtime working he considers will be necessary in order to complete the work by the contract date for completion.

300,000/=

General Conditions



	<p>Overtime (cont'd)</p>
<p>440,000/-</p>	<p>B.18 Housing labour on the site</p> <p>If during the course of the contract overtime is worked for a specific purpose in accordance with a written instruction issued by the project manager/architect the contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down in the regulations affecting the wages and conditions of employment, etc. in the construction industry but excluding any bonuses, profits and overheads.</p>
<p>300,000/-</p>	<p>B.19 Area to be occupied by the contractor.</p> <p>The area of the site which may be occupied by the Contractor for use as storage and for the purpose of erecting workshops, etc., shall be agreed between the Project Manager Architect and the Contractor.</p>
<p>20,000/-</p>	<p>B.20 Stamp Charges</p> <p>Allow for paying all stamp charges in connection with the surety bond and the contractor agreement.</p>
<p>80,000/-</p>	<p>B.21 Details to be Private and Confidential</p> <p>The drawings, bills of quantities and the contract documents applicable to this contract are protected by the copyright.</p> <p>The Contractor shall treat the details of this contract as private and confidential for his own information only and shall not publish or disclose the details of the contract in any trade or technical paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in writing of the employer.</p>
<p>50,000/-</p>	<p>B.22 Water for the Works</p> <p>The site has no piped water within the vicinity</p> <p>The contractor shall at his own expense use whatever means at his disposal, provide on the site plentiful, suitable and clean water for use of the works.</p> <p>The contract sum shall be deemed to include for all costs and charges of whole water to be used in the works.</p>
<p>40,000/-</p>	<p>B.23 Temporary lighting and power for the works</p> <p>The contractor shall provide all artificial lighting, electric power and the energy required for the execution of the work, the provision of light and, where appropriate, power for the nominated sub contractors, local authorities is included in the items of general and special attendance in provisional and P.C. Sums.</p> <p>The Contract sum shall be deemed to include for all fees and charges for all temporary services and clearing away on completion, and for the cost of all electricity consumed for the works.</p>
	<p>General Conditions</p>





B.24 Protection of persons and property

The Contractor shall provide for efficient of the public, the employer's servants and property and all other persons occupying or using the premises, also of adjoining or neighbouring property during the progress of the works included in or required to be done on connection with the contract.

The contractor shall take all precaution to eliminate as far as possible the danger to the public and other persons arising from the entry and exit of vehicles to and from the site.

B.25 Trespass and Nuisance

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen or plant employed on the works shall be allowed to trespass upon adjoining properties. If the execution of the works requires that workmen or plant must enter upon adjoining property, the necessary permission shall be first obtained by the contractor who shall see that these instructions are carried out. The contractor shall indemnify the employer against any claim or action for damages on account of any trespass or other misconduct of the contractor's employees.

The contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or right to adjoining property, and any notice received by him or left upon the site requiring the discontinuance or suspension of any part of the works shall at once be forwarded by him to the Architect or, if given verbally, shall at once be communicated by him to the architect in writing and the contractor shall keep the employer indemnified against any claim or loss consequent upon any act, neglect or omission of the contractor, his agents, servants or workmen in this respect.

B.26 Temporary works generally

The Contractor shall provide all temporary roads, tracks, hardstandings, crossing and the like to ensure satisfactory and efficient access to the works. The cost of such temporary works shall be deemed to be included in the contract sum

All such temporary roads shall be to the approval of the Project Manager/Architect and in general will only be permitted over the areas planned for permanent roads and hardstanding as indicated on the site plan.

B.27 Temporary roads

Prior to execution of such temporary works the contractor shall submit his proposals to the Architect for approval.

B.28 Temporary buildings for use by the Contractor

The Contractor shall, at his own cost, supply and erect all temporary buildings, sheds, messrooms and stores with floors at least 150mm above ground level. No office, stores or other temporary buildings shall be erected on site without first obtaining the consent of the Project Manager/Architect as to the type of temporary building to be supplied and the position in which they are to be erected.

B.29 Temporary latrines

Temporary latrines shall be provided, maintained and removed on completion by the contractor to the satisfaction of the Project Manager/Architect and local Authorities.

General Conditions



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200,000/=

200,000/=

50,000/=

50,000/=

30,000/=

30,000/=



Construction of Toilet at Airstrip

and Preliminaries (6/10) To Summary Tshs. Preliminaries

B.30 Temporary facilities for use by persons acting on behalf of the Employer.

The Contractor shall provide, erect and maintain where convenient an approved lock up office building for the sole use of the Project Manager/Architect with a floor area of not less than 50 square metre.  
The office is to be furnished with lockable steel cabinet, a table and chairs, of sufficient size and number for site meetings, a plan chest and pin-up boards.

The contractor shall also supply cleaning and attendance on the above mentioned accommodation as required.

The Contractor shall allow for providing transport for the consultant whenever they are in town for official duties at site. Transport shall be provided from the time they arrive at the Airport, Railway Station or Bus Station and shall involve all movement connected with the Works up to the time they leave the town for their respective stations.

Copies of the drawings, specification and bills of quantities shall be kept in this office at all times.

B.31 Rates on temporary buildings

The Contractor shall be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected anywhere for the purposes of the works. The Contractor shall also be responsible for agreeing or otherwise dealing with notice of assessment, demand note or other like documents which may be received in respect of such huts or temporary buildings. The contract sum shall be deemed to include for the aforesaid and for payment of any expenses incurred by the Contractor in connection with such assessment.

B.32 Temporary telephone

The Contractor shall arrange for, provide and maintain a telephone connection to the offices from the commencement to completion of the contract and shall pay all charges in connection therewith including local calls made by the Project Manager/Architect.

B.33 Sign board

The Contractor shall unless otherwise directed, obtain any necessary consent or license from local authority and immediately upon commencement of the works the Contractor shall, in accordance with the details supplied by the Project Manager/Architect make and erect a signboard showing the name of the employer and such other information as shall be directed and approved by the Project Manager/Architect.

B.34 Temporary hoarding

The works shall be enclosed by the Contractor with a fence not less than 2.40m high neat and uniform in appearance to the approval of the architect. The fence shall be a sufficient obstacle to prevent the ingress of unauthorised persons or children and shall be complete with all necessary padlocked entrance gates, fans and screens as may be requisite to ensure the safety of the public or adjoining owners and of the works.

General Conditions



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300,000/=

300,000/=

30,000/=

50,000/=

300,000/=

Temporary hoarding (cont'd)

The Contractor shall maintain the fence, gates, and screens, obtain all necessary licenses and pay all fees in connection therewith, the amounts of which shall be deemed to be included in the contract sum. The Contractor shall allow for moving or adapting the fencing as and when required during the progress of the works and shall dismantle and remove at completion of the work, but not until all danger to the public has passed and shall make good all work disturbed.

B.35 General scaffolding

Provide all scaffolding, (tubular steel or similar), that may be required for the works.

1400,000/=

B.36 Prime cost (P.C.) items

The word "prime cost" (or the initials "P.C.") wherever appearing in these bills of Quantities, shall mean net cost exclusive of any trade, cash or other discount whatsoever but inclusive of the cost of packing, carriage and delivery, such cost shall be the sums due to the subcontractor or supplier after adjustment where applicable in respect of measurements or rates.

Any increases or decreases in these prime cost sums resulting from the adjustments and properly paid by the contractor, shall be added to or deducted from the contract sum in the final account. In substantiation the contractor will be required to produce to the project manager/architect all quotations, invoices and receipts accounts as shall be necessary to show the details of the sums actually paid.

300,000/=

Any sum added by the contractor in these Bills of Quantities in respect of profit upon any prime cost sum will be deducted at the final settlement of accounts and a sum will be added, the amount of which will bear the same proportions to the sum added as the net amount properly expended bears to the original P.C. Sum.

B.37 Particulars to be supplied when inviting quotation under P.C. Sums.

When inviting quotations for the supply of goods or the execution of work described under P.C. sums, full particulars as contained herein (except the sums provided), and shown on the drawings in respect of the goods or work in question shall in all cases be supplied by the contractor to the persons, firms or companies quoting.

All such invitations shall contain a stipulation that the quotations must state a guaranteed time for delivery or fixing, as the case may be, from the date when the particulars are supplied, in the case of materials to be delivered on the site in bulk, the person, firm or company quoting musts guarantee the delivery of the quantity required, (uniform with the approved samples), by and at the time required to suit the progress of the building operations. The contractor shall, with such invitations, supply full details of guaranteed times may be stated.

300,000/=

General Conditions



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Preliminaries

Construction of Toilet at Airstrip

and Preliminaries

To Summary

Tshs.

(8/10)

B.38 Protection of works

The contractor shall allow for and provide and/or maintain during the execution of the works all shoring, strutting, needling and other supports and shall take all other precautions and adopt such expedients as may be necessary to preserve the stability of buildings, structures, fences, walls, land and property, roads and footpaths, sewers, drains, gullies and other services (including those of adjoining owners) that may in any way be affected by the work to be executed under the contract immediately he has taken possession of the site and until completion of the works. The contractor shall hold the employer completely indemnified against all or any claim for damage or losses accruing from any settlement resulting from such shoring and strutting or lack thereof and the striking and removal of same.

200,000/=

Any damage and/or settlement that may be caused arising out of or directly or indirectly consequent upon the aforesaid protective measures or lack thereof or the carrying out of the works is to be made good by the contractor at his own expense to the satisfaction of the architect and all other parties concerned.

The contractor shall cover up and protect all finished work liable to damage including provision of temporary roofs, gutters, drains, etc until the completion of the works. The entire responsibility in respect of all matters mentioned or referred to in this clause shall rest with the contractor not withstanding any approval given by the architect to, or concurrence in, the action taken or proposed to be taken by the contractor, in pursuance of his obligations.

B.39 Removal of plant, rubbish, etc

The Contractor shall, upon completion of the works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the project manager/architect. He shall also remove all rubbish and dirt from the site at weekly intervals or as directed by the Project Manager/Architect.

100,000/=

B.40 Final cleaning of buildings and site.

Before handing over any building the contractor shall properly clean all floors and finished surfaces, clean glass inside and outside and leave all sanitary and other appliances in full working order. He shall also cut and weed all grassed areas, clean down external steps, paths and roads and leave the whole in perfect condition ready for occupation.

100,000/=

General Conditions

and Preliminaries

(9/10)

To Summary

Tshs.

9,560,000/=



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Construction of Toilet at Airstrip

Grand total

Preliminaries  
19,560,000/-

Measured Work Saadani's Airstrip Toilet

**BILLS OF QUANTITIES FOR CONSTRUCTION OF TOILET AT SAADANI AIRSTRIP IN SAADANI NATIONAL PARK**

No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.1: SUBSTRUCTURE (provisional quantities)</b>				
	<b>EXCAVATION AND EARTHWORKS</b>				
1	Clear site of bushes, small trees, undergrowth and the like including gubing up their roots	55	m2	100	5,500/-
2	Excavating over site to remove vegetable soil 150mm average depth	54	m2	600	32,400/-
3	Excavating land not exceeding 300mm deep to reduce levels including levelling and compacting the surface	16	m2	1200	19,200/-
4	Excavating trenches to receive foundation starting from stripped level not exceeding 1.5m deep	44	m3	350	15,400/-
5	Extra over any kind of excavation for breaking up rocks and the like	5	m3	5000	25,000/-
6	Imported earthfilling around excavation including compacting and consolidating	34	m3	10,000	3,40,000/-
7	Load up and cart away from site excavated materials	41	m3	10,000	4,10,000/-
8	Disposal of water		item	200,000	200,000/-
9	Keeping excavation free from general running and spring		item	300,000	300,000/-
9	Plunking and strutting to uphold sides of excavation including its subsequent removal		item	300,000	300,000/-
10	Hardcore	44	m2	20,000	8,80,000/-
11	150mm hardcore bed compacted, levelled and well blinded	44	m2	2,250	99,000/-
12	150mm imported earth filling to make up level compacted	44	m2	2,250	99,000/-
13	Forming sinking to hardcore average dimensions 575mm wide x 150mm deep	2	m	2,250	4,500/-
13	Hand packing to battering sides of hardcore 200 x 200mm deep	2	m	10,000	20,000/-

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No	Description	Qty	Unit		
	<b>SUBSTRUCTURE (contd)</b>				
	<b>CF</b>				
14	Ant-termitic treatment Soil sterilization of adran 0.5% solution applied at rate of 7litres per square metre to blinded hardcore	44	m2	14,000	66,000   =
15	Soil sterilization of adran 0.5% solution applied at rate of 7litres per linear metre to backfilled material on one side of external foundation size 230mm x 520mm depth	42	m	14,000	588,000   =
<b>CONCRETE WORKS</b>					
16	Plain insitu concrete, grade 20 (mix 1:2:4) Foundation in trench	8	m3	250,000	2,000,000   =
17	100mm ramp	4	m2	25,000	100,000   =
18	100mm bed with 8mmØ bars at 250mm c/c mesh	54	m2	25,000	1,350,000   =
19	Reinforced insitu concrete, grade 20 (mix 1:2:4) Ground beam	2.6	m3	250,000	650,000   =
20	High tensile steel reinforcement bars to BS 4449 cold worked including tying wires and the like	208	kg	4,000	832,000   =
21	8mm diameter	96	kg	4,000	384,000   =
22	Formwork to vertical or battering sides of ground beam	22	m2	25,000	550,000   =
23	Edges of ramp 75mm to 150mm wide	4	m	5,000	20,000   =
24	Edges of beds over 75 but not exceeding 150mm wide	43	m	5,000	215,000   =
<b>WALLING</b>					
25	Solid concrete blocks to BS 2028 type 'A' bedded and jointed in cement mortar (1:4), compressive strength of 7.2N/mm <sup>2</sup> 230mm wall	59	m2	45,000	2,655,000   =

*[Handwritten signature]*



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No	Description	Qty	Unit			TOTAL OF SUBSTRUCTURE CARRIED TO SUMMARY
	Sundries					
	SUBSTRUCTURE (contd)					
	CF					
26	230mm wide hessian based damp proof course	49	m	2,000	98,000	=
27	Polythene damp proof membrane laid over hardcore bed	44	m <sup>2</sup>	3,000	132,000	=
28	15mm cement sand (1:4) rendering to plinth surface	22	m <sup>2</sup>	10,000	220,000	=
29	prepare and apply three coat of black bitumen paint	22	m <sup>2</sup>	8,000	176,000	
						13,075,600

Measured Work Saadan's Airstrip Toilet

*Handwritten signature*



*8,451,500/=*  
*8,834,000/=*

No	Description	Qty	Unit	Rate	Amount
<b>ELEMENT NO.2: SUPERSTRUCTURE</b>					
<b>CONCRETE WORK</b>					
1	Vibrated reinforced insitu concrete grade 20 mix ratio 1:2:4	1.7	m3	25,000	<i>42,500/=</i>
2	High tensile steel reinforcement bars to BS 4449 cold worked including tying wires and the like	214	kg	4,000	<i>856,000/=</i>
3	8mm diameter	99	kg	4,000	<i>396,000/=</i>
4	Formwork to Sides and soffits of horizontal beams	25	m2	25,000	<i>625,000/=</i>
5	Pre cast concrete grade 20; including hoisting bedding and pointing in cement sand mortar (1:4)	10	m	4,000	<i>40,000/=</i>
6	225 x 55mm window cill; weathered and throated with smooth finishing	313	KG	4,000	<i>1,252,000/=</i>
7	150 x 250mm lintel; reinforced with 4Nr, 16mm diameter high tensile steel reinforcement bars and 8mm diameter stirrups at 200mm centres cast in formwork to give rough finishing	0	m	-	-
8	225 x 55mm coping; weathered and throated with smooth finishing	80	m2	48,000	<i>3,840,000/=</i>
9	Solid concrete blocks to BS 2028 type 'A' bedded and jointed in cement mortar (1:4), compressive strength of 7.2N/mm2	51	m2	40,000	<i>2,040,000/=</i>
<b>TOTAL OF SUPERSTRUCTURE CARRIED TO SUMMARY</b>					<i>8,834,000/=</i>

Measured Work Saadan's Airstrip Toilet



*Handwritten signature*



No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.3: ROOFING</b>				
	Roof Covering				
	purlins spaced at 1.2m centres, with one and half corrugations side lap and 250mm end lap. Alar's manufacture is recommended to supply required sheet.				
1	Covering sloping not exceeding 45 degree from horizontal	87	m <sup>2</sup>	40,000	3,480,000/=
2	Ridge capping	12	m	15,000	180,000/=
3	Valley capping	12	m	15,000	180,000/=
	<b>Roof structure</b>				
	Treated softwood structural timber with pressure impregnated preservatives				
	450 x 150mm rafter (provisional)	58	m	15,000	870,000/=
	550 x 150mm joists (provisional)	39	m	15,000	585,000/=
	650 x 100mm struts (provisional)	64	m	10,000	640,000/=
	750 x 100mm vertical chord (provisional)	12	m	10,000	120,000/=
	850 x 150mm wall plates	22	m	13,000	286,000/=
	975 x 50mm purlin (provisional)	96	m	10,000	960,000/=
	Wrought softwood 1025 x 225mm fascia and the like	38	m	10,000	380,000/=
	Mild steel gusset plate				
	150mm half round Upvc rainwater gutter complete with accessories fixed as per manufacturer's printed specifications	24	m	15,000	360,000/=
	150mm diameter upvc down pipe fixed complete with fittings fixed as per Engineer's approval	12	m	15,000	180,000/=
	<b>TOTAL OF ROOFING CARRIED TO SUMMARY</b>				
					8,221,000/=

No	Description	Qty.	Unit	Rate	Amount
	<b>ELEMENT NO.4: DOORS</b>				
	45mm hardwood (minqa or approved equivalence) panelled door				
	comprising of 45 x 145mm stiles, top, middle and bottom rails				
	forming two equal open panes both of which are filled in with solid				
	hardwood panels (minqa or approved equivalence) tongued and				
	grooved to stiles and rails				
1	1000 x 2100mm size	1	No	150,000	150,000/-
2	845 x 2100mm size	8	No	150,000	1,200,000/-
	Hardwood (minqa or approved equivalence) Frames and the				
	like				
	345 x 145mm frames, rebated	51	m	20,000	1,020,000/-
	445 x 145mm transoms, rebated	9	m	20,000	180,000/-
	520 x 100mm grounds; plugged	51	m	20,000	1,020,000/-
	Supply the following ironmongery from UNION or equal and				
	approved manufacturer				
6	100mm brass butt hinges	13.5	pairs	10,000	135,000/-
7	Mortice lockset, 2levers	9	nr	60,000	540,000/-
8	Barrel lock	18	nr	10,000	180,000
<b>TOTAL OF DOORS CARRIED TO SUMMARY</b>					<b>4,425,000/-</b>

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No	Description	Qty	Unit	Rate	Amount
<b>ELEMENT NO.5: WINDOWS</b>					
	Prime quality hardwood (minga or approved equivalency)	1	45 x 145mm frames, rebated	20,000	600,000/=
	2 45 x 145mm Transomes	2	0 m	20,000	120,000/=
	3 45 x 145mm mullions	3	6 m	20,000	120,000/=
	Glazing 4 400 x 150 x 5mm clear glass louvers held on aluminium clips	4	100 nr	10,000	1,000,000/=
	5 louvre blades; complete with screws Metalwork 100mm aluminium louvre frames complete with clips for four (5)	5	20 pairs	20,000	400,000/=
	6 painting with approved paint Metal grill to window consist of 16mm mild steel bars bent and welded to 25 x 25 x 4mm angle frame plugged to wall including	6	m2	90,000	540,000/=
<b>TOTAL OF WINDOWS CARRIED TO SUMMARY</b>					<b>2,660,000/=</b>



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No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO. 6: FINISHING</b>				
1	Internal finishing 15mm plaster in two coats, first coat 12mm thick cement sand (1:4), 3mm final coat in cement sand and lime (1:1:5%) to keyed block	171	m2	10,000	1,700,000/=
2	backing 30mm cement and sand(1:4) backing to keyed concrete bed	45	m2	10,000	450,000/=
3	Tiles 300 x 200 x 6mm ceramic wall tiles laid to wall backing with approved adhesives including painting with approved grouts	38	m2	35,000	1,330,000/=
4	300 x 300 x 6mm ceramic floor tiles laid to floor backing with approved adhesives including painting with approved grouts	45	m2	50,000	2,250,000/=
5	Ceiling: plain sheet finishing 9mm gypsum plaster board nailed to softwood bradering (measured separately) including all necessary accessories	45	m2	15,000	675,000/=
6	100mm girth moulded gypsum cornice	80	m	15,000	1,200,000/=
7	Bradering 50 x 50mm treated softwood bradering	199	m	3,000	597,000/=
8	External finishing Finishing to wall and concrete surface 15mm rendering in cement sand (1:4) and final in cement sand and lime (1:1:5%) to keyed blockwall or concrete work	79	m2	10,000	790,000/=
10	Electrical Installation Allow cost for wiring and installation of 20 bulb lights	1	sum	50,000	50,000/=
	<b>TOTAL OF FINISHING CARRIED TO SUMMARY</b>				9,052,000/=



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No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.8: PAINTING AND DECORATION</b>				
	Internal paint				
	Prepare and apply one primer coat and two finishing coats of acrylic paint to				
	1 Plastered walls	171	m <sup>2</sup>	10,000	1,700,000/=
	Prepare; prime and apply three coats of gloss paint as per manufacturer's specifications to hardwood surfaces				
	2 Generally	37	m <sup>2</sup>	10,000	370,000/=
	3 Frames and the like 200mm to 300mm girth	60	m	8,000	480,000/=
	External painting				
	Prepare and apply one primer coat and two finishing coats of weather guard paint to				
	4 Rendered walls	79	m <sup>2</sup>	10,000	790,000/=
	<b>TOTAL OF PAINTING AND DECORATIONS CARRIED TO SUMMARY</b>				3,850,000/=



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No	Description	Qty	Unit	Rate	Amount
<b>ELEMENT NO.11: PLUMBING INSTALLATION</b> <b>PLUMBING INSTALLATION</b> <b>SANITARY APPLIANCES</b> Supply and fix the following sanitary appliances from armitage shanks or equal and approved manufacturer including all connections and fixing to floor or wall as per manufacturer's printed instructions					
1	580 x 470mm white WHB complete with chromium plated pillar taps, safety brackets, 50mm waste pipe chain and plug, 50mm bottle trap with 10mm seal and flexible pipe	5	nr	350,000	1,750,000 / =
2	White WC eastern type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories	2	nr	350,000	700,000 / =
3	Low level WC western type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories	3	nr	250,000	750,000 / =
4	Low level WC western type with 9 litres capacity flushing cistern complete with high pressure ball valve, cover, chain and handle including 50mm flush pipe and overflow "S" trap, and all necessary accessories for disabled/handicapped	1	nr	250,000	250,000 / =
5	Urinal bowl complete with associated fittings	2	nr	200,000	400,000 / =
6	600mm x 350mm x 6mm plate glass mirror; polished edges	5	nr	150,000	750,000 / =
7	150 x 150mm recessed toilet roll holder	5	nr	50,000	250,000 / =
8	Supply and install simtank 500litres with all plumbing fittings and including 3.7m high tank riser	1	nr	2,600,000	2,600,000 / =
9	Allow cost for plumbing installation and pipes	1	sum	50,000	50,000 / =
					<b>7,500,000 / =</b>

No	Description	Qty	Unit	Rate	Amount
	<b>ELEMENT NO.10: DRAINAGE</b>				
	<b>Foul water drainage</b>				
	<b>Soakaway pit</b>				
1	Construct a soakaway pit with 300mm internal diameter and minimum depth of 300mm; complete with trench pipes; the soakage pit comprising of 230mm solid concrete block wall as described before built as per drawings and specifications; 150mm reinforced concrete grade 25 suspended slab with 12mm diameter high tensile steel reinforcement bars spaced at 200mm centres; including excavations and disposal of surplus excavated materials	1	Nr	4,000.000	4,000.000 / =
2	<b>Septic tank</b> Construct a septic tank with 2400mm long x 1300mm wide internal diameter and minimum depth of 1900mm; complete with pipes; the tank comprising of 230mm solid concrete block wall as described before built as per drawings and specifications; 150mm reinforced concrete grade 25 suspended slab with 12mm diameter high tensile steel reinforcement bars spaced at 200mm centres; 15mm water proof plaster in cement sand (1:3) including excavations and disposal of surplus excavated materials	1	Nr	4,000.000	4,000.000 / =
3	<b>Manholes, inspection chambers and foul/waste water pipeworks</b> Provide for construction of manholes inspection chambers complete with installation of waste water pipes	1	Sum	150,000	150,000 / =
4	<b>Pavement and Landscaping</b> 100mm plain concrete grade 20 cast on and including 150mm to blinded hardcore in granular stones overall width of 1200mm to 4 length of 100m	120	m2	45,000	5,400,000 / =
5	250 x 125mm precast concrete kerb stone jointed in cement sand mortars (1:4); haunched with mass concrete grade 15	200	m	15,000	3,000,000 / =
<b>TOTAL OF DRAINAGES AND LANDSCAPING CARRIED TO SUMMARY</b>					16,550,000 / =



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73,285,100/2

No	Description	Amount
<u>SUMMARY</u>		
	ELEMENT NO.1: SUBSTRUCTURE	13,075,600 / ✓
	ELEMENT NO.2: SUPERSTRUCTURE	8,834,000 / ✓ = 8,951,500/2
	ELEMENT NO.3: ROOFING	8,221,000 / ✓
	ELEMENT NO.4: DOORS	4,125,000 / ✓
	ELEMENT NO.5: WINDOWS	2,660,000 / ✓
	ELEMENT NO.6: FINISHINGS	9,052,000 / ✓
	ELEMENT NO.7: PAINTINGS AND DECORATION	3,350,000 / ✓
	ELEMENT NO.11: PLUMBING INSTALLATION	7,500,000 / ✓
	ELEMENT NO.10: DRAINAGE	16,550,000 / ✓
<b>TOTAL CARRIED TO GENERAL SUMMARY</b>		73,664,600 / ✓



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VIII. FORMS OF SECURITIES

**1. Performance Bank Guarantee [Unconditional]**

[The bank/successful tenderer providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

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

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

**Date:** [insert date]

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

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

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

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

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

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

## 2. Performance Bond

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

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

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

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

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

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

In the presence of [insert name and signature of witness]  
Date [insert date]

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

In the presence of [insert name and signature of witness]  
Date [insert date]

3. Bank Guarantee for Advance Payment

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

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

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

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

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

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

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

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

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

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

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

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