

1. Form of Contract

This Contract made the 16th day of February 2022 between **THE TRUSTEES OF THE TANZANIA NATIONAL PARKS OF P.O. BOX 3134 ARUSHA** (hereinafter called "the Employer") and **DAWI INVESTMENT CO. LTD of P .O. BOX 2447 MWANZA** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **CONSTRUCTION OF VIC AT MAJOR KIJUU GATE AT BURIGI CHATO CONTRACT NO. PA/037/TCRP/2021-2022/HQ/W/17** (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 **TANZANIA SHILLINGS THREE HUNDRED NINETY TWO MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED TWENTY SEVEN TWENTY CENTS (Tsh. 392,882,227.20) 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 deem 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 in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price **TANZANIA SHILLINGS THREE HUNDRED NINETY TWO MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED TWENTY SEVEN TWENTY CENTS (Tsh. 392,882,227.20) 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 Six (6) months 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.

The Common Seal of **THE TRUSTEES OF THE TANZANIA NATIONAL PARKS**

Was hereunto affixed in the presence of:

Name: Wilham Simon Muelilemo

Position: Conservation Committee

Signature: 


Date: 16/02/2022



Witness to the Signatures of the Employer:

Name: Masrifa Alalau

Position: Assistant Conservation Committee

Signature: 

Date: 16/02/2022

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Binding Signature of Contractor

Name: Levi -T. Daudi

Position: MANAGING DIRECTOR

Signature: [Signature]

Date: 16/02/2022



Witness to the Signatures of the Contractor:

Name: DORICAS RAYMOS MUNIS

Position: SECRETARY

Signature: [Signature]

Date: 16/02/2022

I. LETTER OF ACCEPTANCE



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



In reply please quote:

Ref. No. **FA.34/347/01**

Date: **05.02.2022**

Dawi Investment Co. Limited,
P.O. Box 2447,
MWANZA.

Re: **AWARD NOTIFICATION FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/W/17**

This is to notify you that your tender dated 8th January 2022 for execution of the **Construction of VIC at Major Kijuu Gate at Burigi Chato** for the Contract Price of the equivalent of **Tshs 392,882,227.20 (Tanzania Shillings Three Hundred Ninety Two Million Eight Hundred Eighty Two Thousand Two Hundred Twenty Seven Twenty Cents)**, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

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. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Authorized Signature: 

Name and Title of Signatory: **WILLIAM MWAUSHEMA**
CONSERVATION COMMISSIONER

Name of Agency: **TANZANIA NATIONAL PARKS**

II. FORM OF TENDER

2. Form of Tender

08.01.2022
[date]

To: TANAPA
[name and address of Employer]

We DAWI Investment PA/037/TCRP/2021-2022/HQ/W/17
[insert name of tenderer], offer to execute the [name and identification number of contract] in accordance with the Conditions of Contract accompanying this tender for the Contract Price of [amount in numbers], [amount in words] [name of currency]. Tz 525,706,146.78
VAT inclusive

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)			Tz.
(b)			

The advance payment required is:-

Amount	Currency
(a) —	Tz
(b)	

We declare that our tendering price did not involve Contracts with other tenderers for the purpose of tender suppression.

We hereby confirming DAWI Investment Co. Ltd [insert name of the appointing authority] to be the appointing authority, to appoint the adjudicator incase of any arisen disputes in accordance with ITT 43.1[Adjudicator]

We are not participating, as tenders, in more than one tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer (s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

With reference to ITT 3.11, it is our intention to subcontract approximately [insert the percent] N/A percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or any other official regulations.

We declare that our tendering price did not involve Contract with other tenderers for the purpose of tender suppression.

This tender 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 tender you receive.

We hereby confirm that this tender complies with the tender validity and tender security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____



Name and Title of Signatory: Levi T. Daudi (MANAGING DIRECTOR)

Name of Tenderer: Dawn Investment Co. Ltd.

Address: _____

P.O. Box 2447 Mwanza

DAWN INVESTMENT CO. LTD.
MANAGING DIRECTOR
01 JAN 2012
+255 763 680189 / +255 765 072205
P.O. Box 2447 MWANZA - TANZANIA

III. MINUTES OF NEGOTIATION

TANZANIA NATIONAL PARKS



MINUTES OF THE NEGOTIATIONS MEETING FOR TENDER NO.PA/037/TCRP/2021-2022/HQ/W/17FOR PERMANENT VISITOR'S INFORMATION CENTRE IN BURIGI CHATO NATIONAL PARK.

1.0 Venue: TANAPA Board room

2.0 Present:

- | | | |
|----------------------|------------------------------------|-----------|
| 1. Jeremia Machibya | SCO - Quantity Surveyor, TANAPA | Chairman |
| 2. Daniel Malima | CO-II- Infrastructure, TANAPA | Secretary |
| 3. Christina Mkumbwa | CR - II Procurement, TANAPA | Member |
| 4. Levi T. Daudi | Managing Director, DAWI Investment | Member |

3.0 Opening:

The Chairman called the meeting to order at 14:30HRS 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 525,816,063.77 to 392,882,227.20 as a result of reduction of unit price rates on some bill items of preliminaries and measured works. However, the negotiated price still exceed budget amount by 132,933,836.57.

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 15:00HRS Local Time

ON BEHALF OF CLIENT

[Signature]
.....
Jeremias Machulya

Date..... 24.01.2022

ON BEHALF OF CONTRACTOR

[Signature]
.....
Levi T. Daudi (MS)

Date.....

DAMU INVESTMENT Co. LIMITED
MANAGING DIRECTOR
24 JAN 2022
+255 769 685169 / +255 765 072205
P.O. Box 2447 MWANZA - TANZANIA

IV. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

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.

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</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> <p style="text-align: center;">1. Construction of Buildings</p> <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 Six months after the start date</p> <p>The Site is located at Burigi Chato National Park.</p>
2.	2.2	Indicate whether sectional completion is specified Not Applicable
3.	2.3(10)	List other documents that form part of the contract if any: Project Execution Form.
4.	4.1	The language of the Contract documents is English The law that applies to the Contract is "The Laws of Tanzania."
5	8.1	Address for communication Employer's Tanzania National Parks, P.O Box 3134, Arusha E-mail: cc@tanzaniaparks.go.tz , psm@tanzaniaparks.go.tz

		Contractor's Dawi Investment Co. Ltd P.O. Box 2447 Mwanza
6.	12.1	Include the Schedule of Other Contractors, if any. Not Applicable
7.	13.1	Include the Schedule of Key Personnel. a) Project manager b) Site engineer c) Site foreman
8.	17.1	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.
9.	18.1	Site Investigation Reports available to the Tenderer are Not Applicable.
	25.1	Unless otherwise, state tax payment status: Not Applicable
10.	26.4	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
11.	28.1	The Site Possession Date shall be within fourteen days (14 days) after the contract has come into Effect.
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within fourteen working days
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. Time Control		
16.	36.1	The Contractor Shall Submit a Programme for the Works within 28 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. 3,000,000.00
C. Quality Control		
19.	44.1	The Defects Liability Period is 366 days.
D. Cost Control		
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 15% 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: 15% 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.
		E. Discharge of the Contract
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 Not Applicable
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: Tshs. 2,000,000.00 The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: Not Applicable
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.

V. GENERAL CONDITIONS OF CONTRACT

A. General

<p>1. Definition</p>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>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.</p> <p>The Arbitrator is the person appointed to resolve contractual disputes, and as provided for in GCC 32 hereunder.</p> <p>Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 55.</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1</p> <p>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.</p> <p>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.</p> <p>The Contractor is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.</p> <p>The Contractor's Tender is the completed tendering document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days; Months are calendar</p>
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months.

Dayworks 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.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the SCC and calculated from the Completion Date.

Drawings 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.

Effective Contract date 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.

The **Employer** is the person named as employer in the SCC and the legal successors in title to this person.

Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.

Force Majeure 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.

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,

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.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumables, used by the Contractor for execution of the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the SCC (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.

The **Site** is the area where works are to be executed as specified in the SCC.

Site Investigation Reports 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 SCC.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the SCC. 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.

A **Subcontractor** 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>includes work on the Site.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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<p>2. Interpretation</p>	<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">(1) Form of Contract,(2) Special Conditions of Contract,(3) General Conditions of Contract,(4) Letter of Acceptance,(5) Certificate of Contract Commencement,(6) Specifications,(7) Drawings,(8) Bill of Quantities,(9) Contractor's Tender, and(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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<p>3. Conditions Precedent</p>	<p>3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <ul style="list-style-type: none"> a) Submission of performance Security in the form specified in the SCC; and b) Furnishing of Unconditional Advance Payment Guarantee. <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>4. Language and Law</p>	<p>4.1 The language of the Contract and the law governing the Contract are stated in the SCC.</p>
<p>5. Confidentiality</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>6. Project Manager's role</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>7. Delegation</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>

8. Communications		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.
9. Subcontracting		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.
10. Assignment		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.
11. Liability of Joint Venture		<p>11.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (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.
12. Other Contractors		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

13. Personnel		<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>
14. Employer's and Contractor's Risks		<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>15. Employer'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> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or (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. (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>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> <ul style="list-style-type: none"> (i) a Defect which existed on the Completion Date, (ii) an event occurring before the Completion Date, which was not itself an Employer's risk, or (iii) the activities of the Contractor on the Site after the Completion Date.
<p>16. Contractor's Risks</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>17. Insurance</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> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death. <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>18. Site Investigation Reports</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>19. Queries about Implementation of Contract</p>	<p>19.1 The Project Manager will clarify queries on all contractual matters.</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. Labour 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>25. Taxes and Duties</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>26 Health and Safety</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>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 Discoveries</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>28 Possession of the Site</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>29 Access to the Site</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>30 Instructions, Inspections and Audits</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>31 Disputes Resolution</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>

32 Procedure for disputes		<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>

33 Fees and Costs of Adjudicator		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.
34 Replacement of Adjudicator		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.
35 Security of the Site		<p>35.1 Unless otherwise stated in the SCC,</p> <ul style="list-style-type: none"> (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.
		B. Time Control
36 Programme		36.1 Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of a Work Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.
		36.2 The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program 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.

		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.
		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
37 Extension of the Intended Completion Date		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.
		37.2 The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.
		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>38 Acceleration</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>39 Delays Ordered by the Project Manager</p>	<p>39.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works</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>40 Management Meetings</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>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>41 Early Warning Notice</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>C. Quality Control</p>

<p>42 Identifying Defects</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>43 Tests</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>44 Correction of Defects</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 correct, assessed as described in GCC 46.1.</p>
<p>45 Extension of Defect Liability Period</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>46 Uncorrected Defects</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>

		D. Cost Control
47 Bill of Quantities		<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>
48 Changes in the Quantities		<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>
49 Variations		<p>49.1 All Variations shall be included in updated Work Programmes produced by the Contractor.</p>

<p>50 Payments for Variations</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>51 Cash Flow Forecasts</p>		<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>52 Payment Certificates</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>
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<p>53 Payments</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>54 Currencies</p>	<p>54.1 The currency of payment shall be stated in the SCC.</p> <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>

55 Compensation Events

55.1 The following shall be 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.

	<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 each Compensation Event upon the Contractor's 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 Effect of Changes in Tax Laws</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>

57 Price Adjustment		<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> $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$
		<p>where;</p> <p>P_n 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>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>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>where;</p> <p>The effective value P_c 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:</p> <ul style="list-style-type: none"> • 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 <p style="text-align: center;">and</p> <p>(ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.</p>
	<p>57.4 The sources of indices shall be those listed in the Appendix to Tender, 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 Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Engineer.</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 GCC 49 or for any other reason.</p>

58 Retention

58.1 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.

58.2 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.

58.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee.

<p>59 Liquidated Damages</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>60 Bonus</p>	<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>61 Advance Payment</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>62 Performance Securities</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>

		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.
63 Dayworks		<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>
64 Cost of Repairs		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.
		E. Discharge of the Contract

<p>65 Completion Certificate</p>		<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>66 Site Hand Over</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>67 Final Account</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>68 Operating and Maintenance Manuals</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>69 Termination</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>69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager; (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. (c) contractor's failure to submit performance security within the time stipulated in the SCC; (d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (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; (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.; (g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 35; and (h) The contractor does not maintain security which is required; and (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. (j) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive,
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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>fundamental or not.</p> <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>
70 Payment upon Termination		<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>

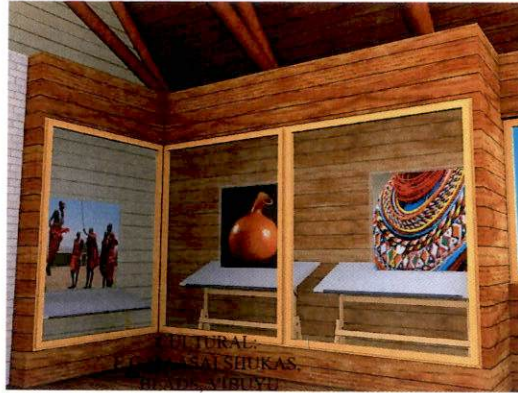
71 Property	71.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
72 Suspension of Financing	72.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made: (a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
73 Force Majeure	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. 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 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>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> <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>74 Release from Performance</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>

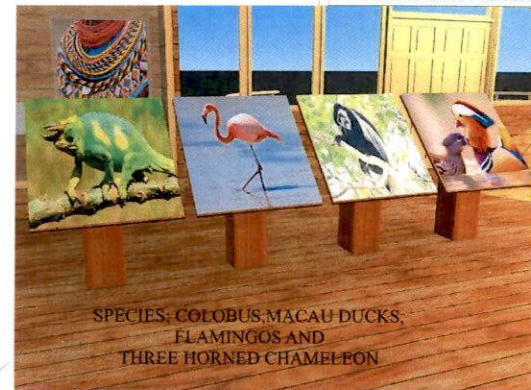
VI. DRAWINGS



BENEFITS



CULTURAL: FLOKASAI SHUKAS BEADS, VIBUYU



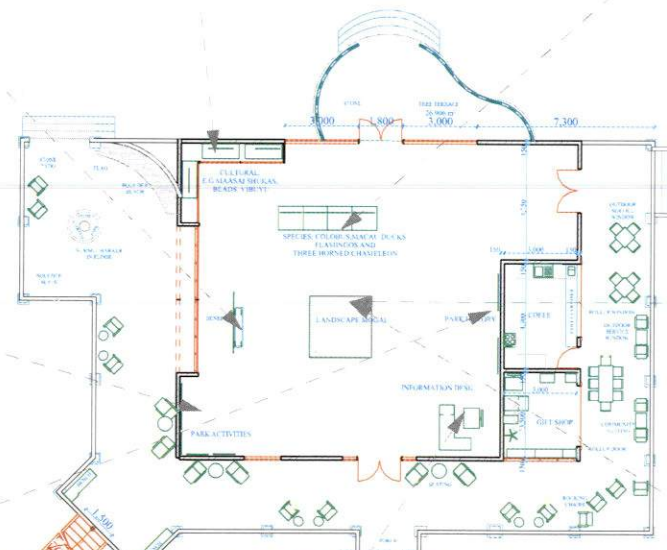
SPECIES: COLOBUS, MACAU DUCKS, FLAMINGOS AND THREE HORNED CHAMELEON

GENERAL NOTES

CURRENT IS VERIFY BEFORE TION: LY OF INS AMING NG WHITE with OAK SEEN NG. S LOAD 150mm Y. ERRED mm AT EM. ION



PARK ACTIVITIES



LANDSCAPE MODAL ARUSHA



PARK HISTORY



INFORMATION DESK



DOORS AND WINDOWS SCHEDULE

TYPE	No.	WIDTH	HEIGHT	REMARKS
D.1	3	1,800mm	2,400mm	Timbers panel doors
D.2	1	900mm	2,400mm	Timbers panel door
D.3	1	2,500mm	2,400mm	Rollup door
W.1	2	3,000mm	1,500mm	Alluminium glazed windows
W.2	1	1,500mm	1,800mm	Alluminium glazed window
W.3:	1	6,000mm	2,400mm	Alluminium glazed window
W.4:	2	600mm	2,100mm	Alluminium glazed windows
W.5:	1	3,000mm	1,500mm	Rollup window

GENERAL NOTES

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8. ALL BUILDING MATERIALS APPLICATION IS TO MEET ALL LOCAL CODE REQUIREMENTS.

REV:	First Issue
Description	
Client:	
TANZANIA NATIONAL PARKS P.O. BOX 3134 ARUSHA	
Project Title:	
PROPOSED VISITOR CENTER AT BURIGI - CHATO NATIONAL PARK	
Drawing Title:	
DOOR AND WINDOWS SCHEDULE	
Job No.:	Date:
Drawing No.:	Issue Date:
Scales:	Revision:
Drawing By:	J.L.M
Checked by:	



FRONT ELEVATION



REAR ELEVATION

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 P.O. BOX 3134
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 AT
 BURIGI - CHATO NATIONAL
 PARK

Drawing Title:
 ELEVATIONS

Job No.	Date:
Drawing No.	Issue Date:
Scales	Revision:
Drawing By:	J.L.M
Checked by:	



ARUSHA NATIONAL PARK
VISITOR INFORMATION CENTRE

FRONT ELEVATION



REAR ELEVATION

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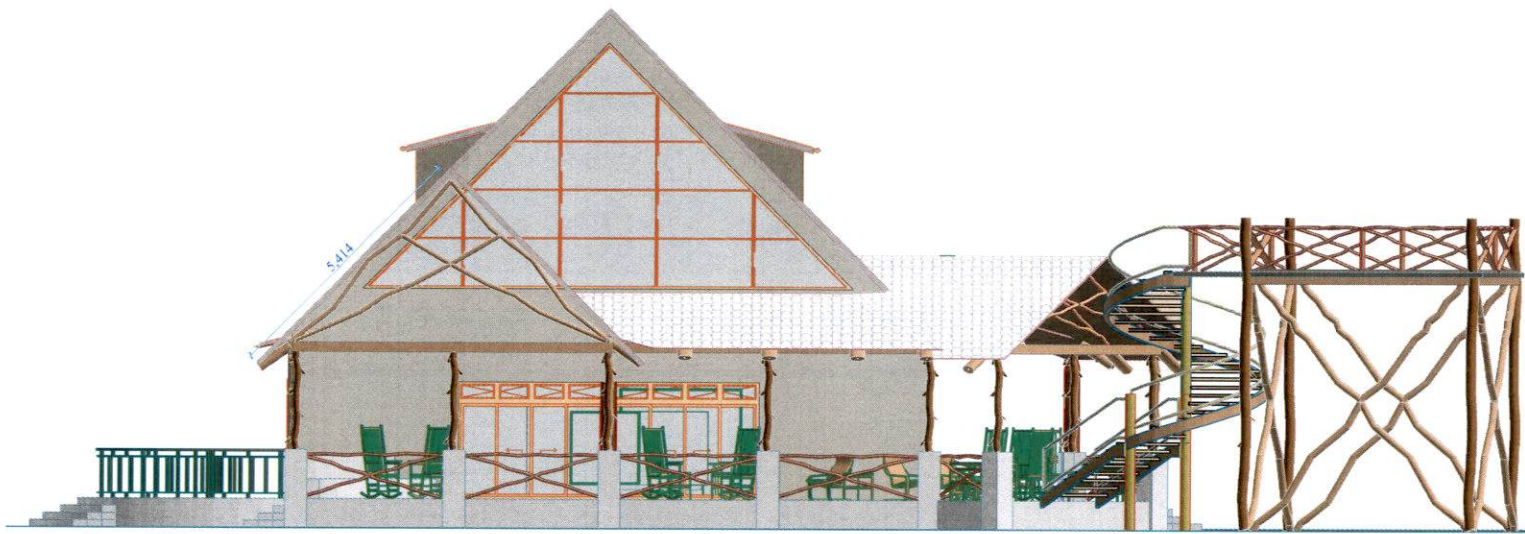
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TANZANIA NATIONAL PARKS
P.O. BOX 3134
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Project Title:
PROPOSED VISITOR CENTER
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BURIGI - CHATO NATIONAL
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Drawing Title:
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Drawing By:	J.L.M
Checked by:	



LEFT H. SIDE ELEVATION



RIGHT H. SIDE ELEVATION

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Project Title:

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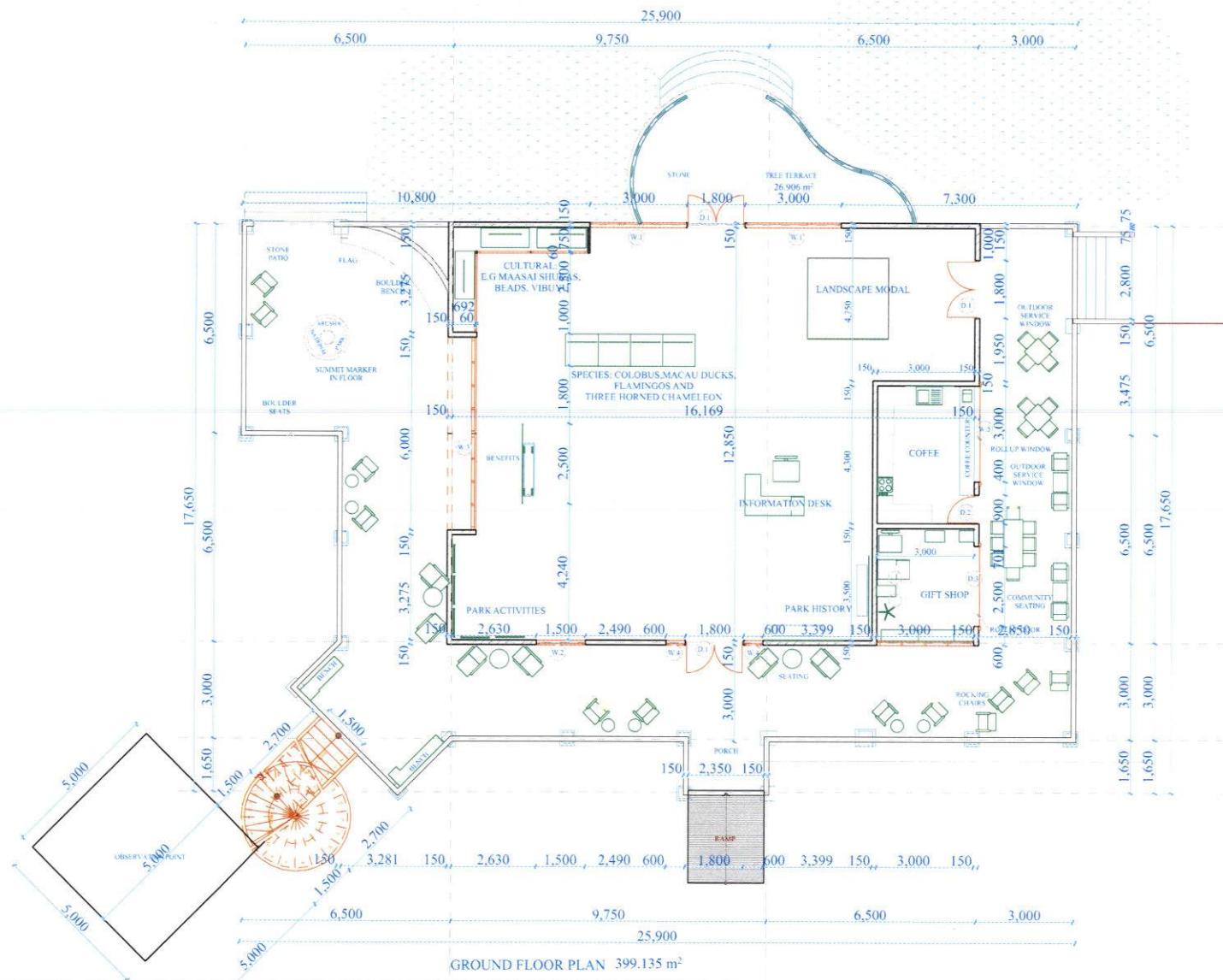
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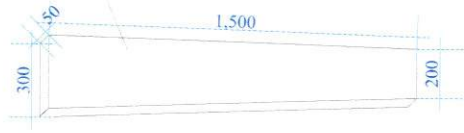
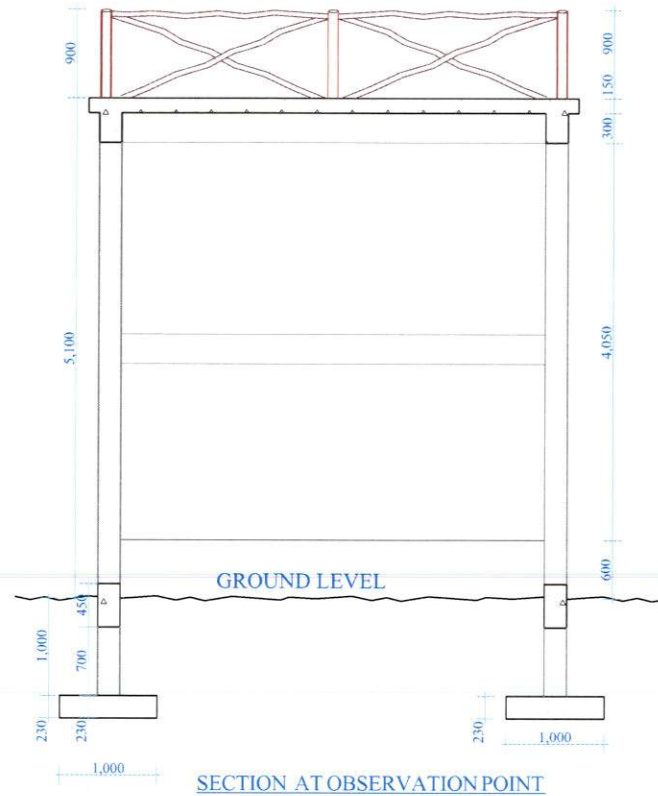
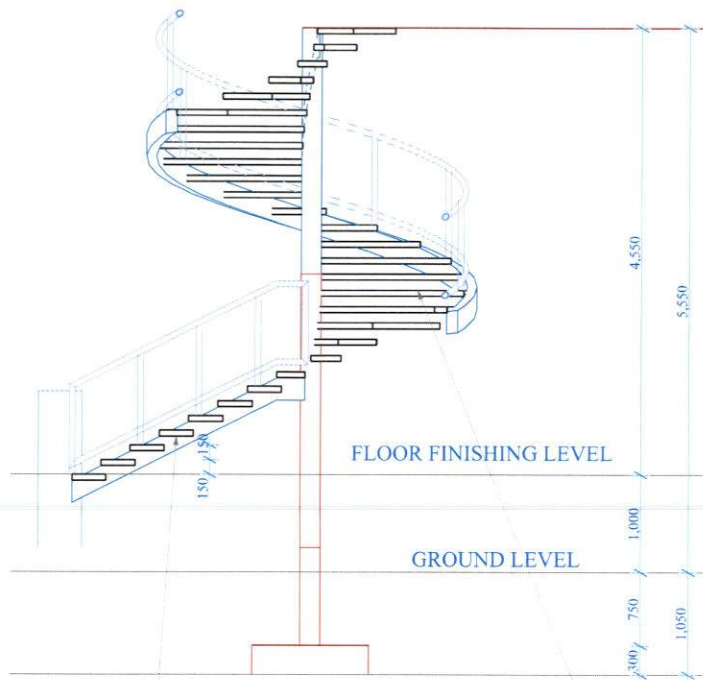
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 P.O. BOX 3134
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Project Title:
 PROPOSED VISITOR CENTER
 AT
 BURIGI - CHATO NATIONAL
 PARK

Drawing Title:
 FLOOR PLAN

Job No.	Date
Drawing No.	Issue Date
Scales	Revision
Drawing By:	J.L.M
Checked by:	



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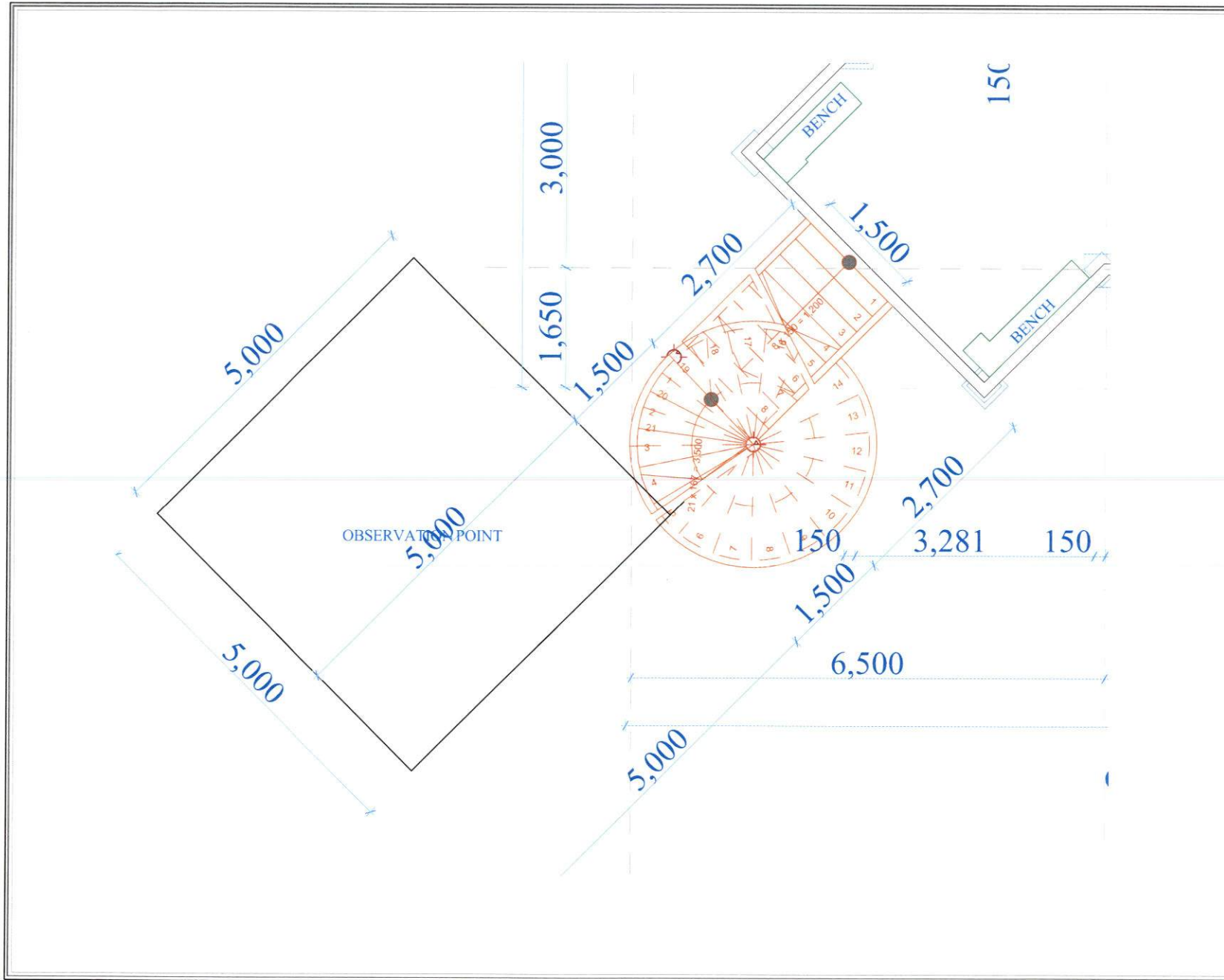
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Project Title:
 PROPOSED VISITOR CENTER,
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 PARK

Drawing Title:
 SECTION

Job No.	Date:
Drawing No.	Issue Date:
Scales	Revision:
Drawing By:	J.L.M
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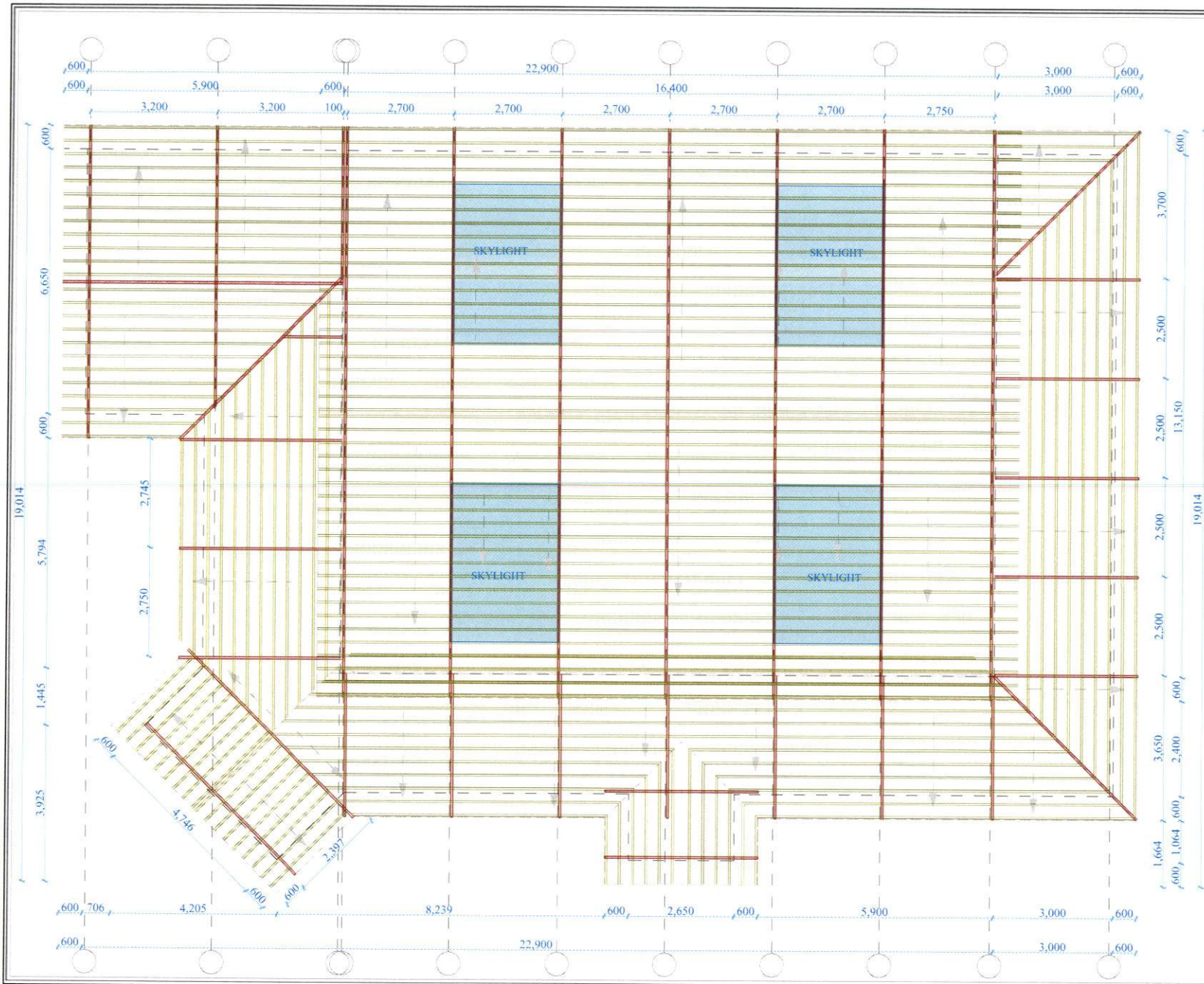
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Project Title:
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Drawing No.	Issue Date:
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TANZANIA NATIONAL PARKS P.O. BOX 3134 ARUSHA	
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Drawing Title:	
ROOF PLAN	
Job No.	Date:
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P.O. BOX 3134
ARUSHA

Project Title:

PROPOSED VISITOR CENTER .
AT
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PARK

Drawing Title:

SECTION

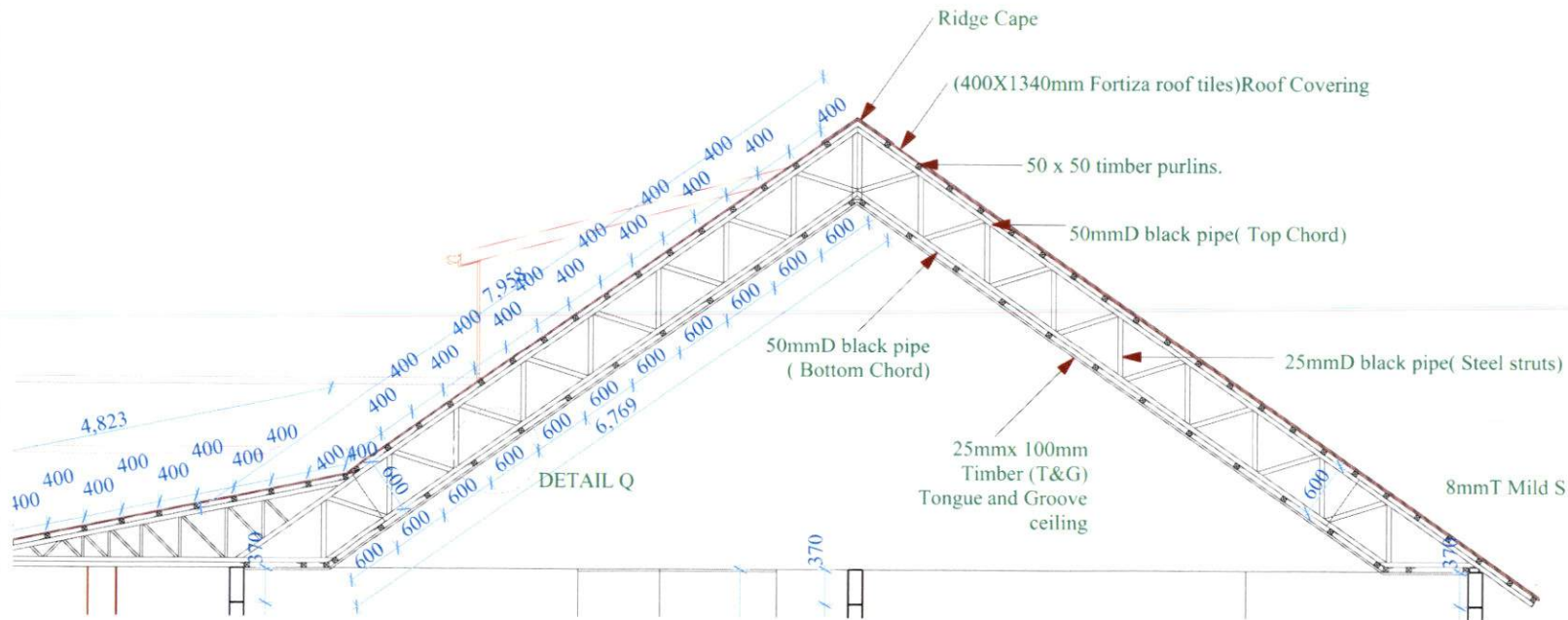
Job No. Date:

Drawing No. Issue Date

Scales Revision:

Drawing By: J.L.M

Checked by:



GENERAL NOTES

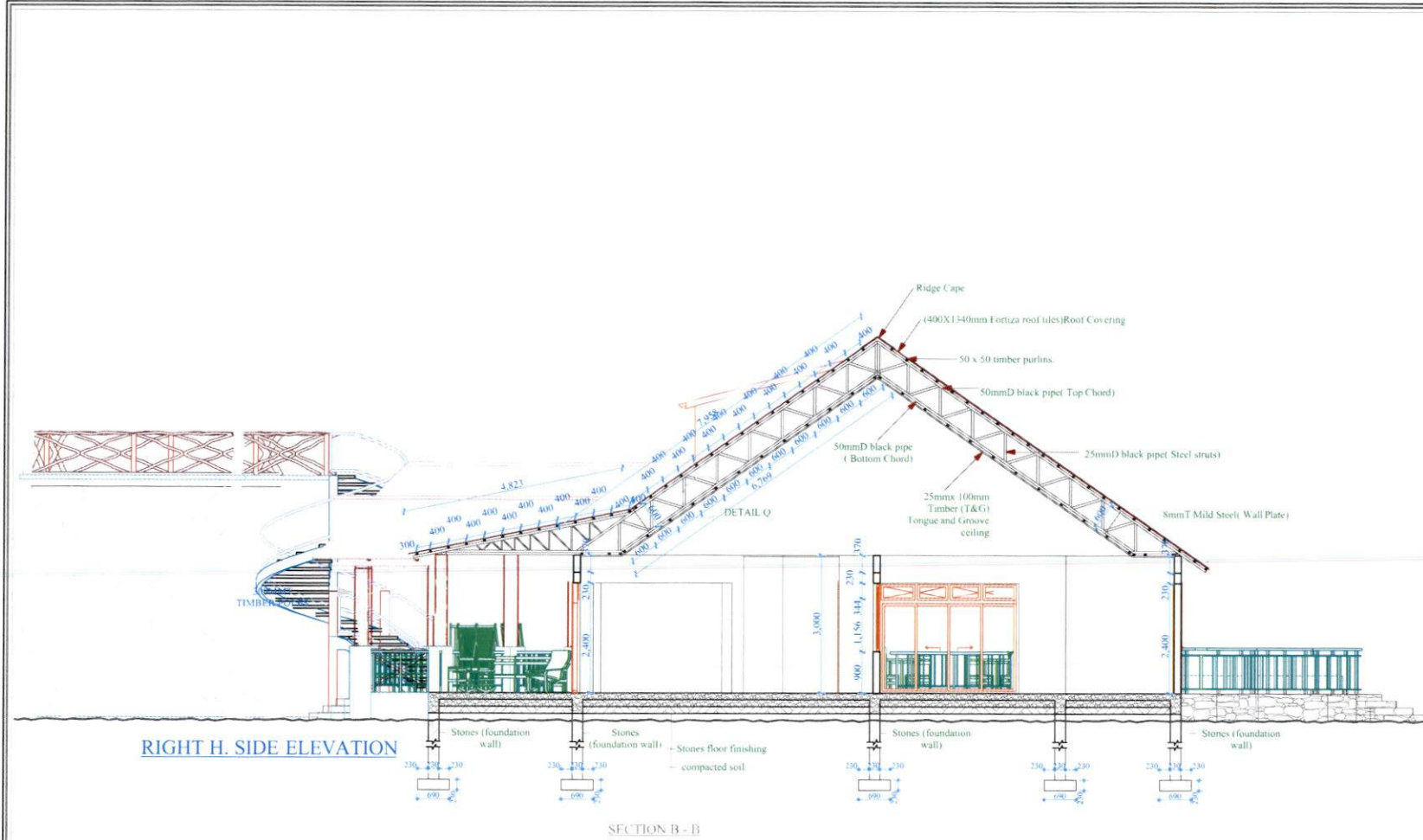
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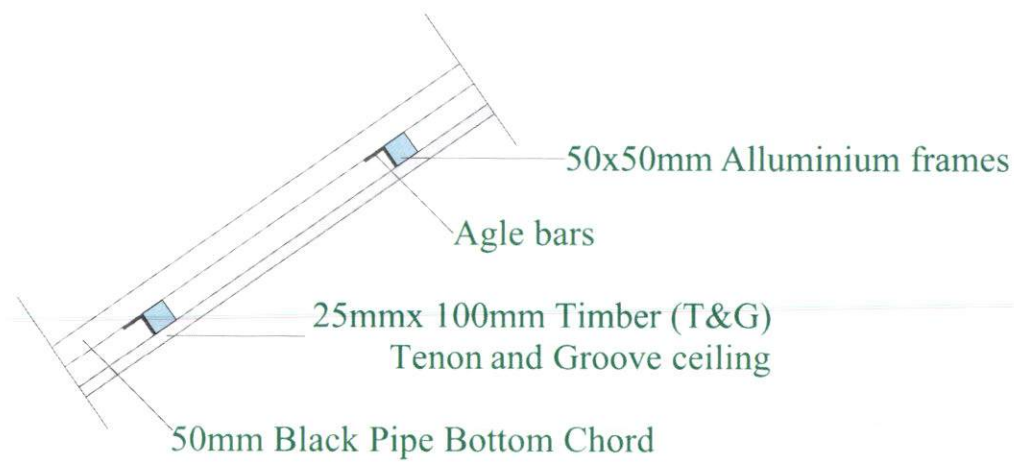
Drawing Title:
SECTION

Job No.	Date:
Drawing No.	Issue Date:
Scales	Revision:
Drawing By:	J.L.M
Checked by:	



RIGHT H. SIDE ELEVATION

SECTION B - B



DETAIL Q

GENERAL NOTES

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SECTION

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Scales	Revision:
Drawing By:	J.L.M
Checked by:	

VII. BILL OF QUANTITIES

BILL No. 1 - PRELIMINARIES AND GENERAL MATTERS

Item	Description	Amount
	<p>PRELIMINARIES</p> <p>A. Visiting the Site The site may be visited and inspected at any reasonable time during the day.</p> <p>The Contractor shall be deemed to have visited the site and satisfactorily acquainted himself therewith as to the nature and relative position of the site, established its accessibility, nature of the ground and existing circumstances in which the works will be executed or any matters or risks which may influence and or/affect his works.</p> <p>No claim subsequently arising from want of knowledge in these respects nor any claim for travelling or other expenses whatsoever which may be incurred in visiting or examining the site will be entertained.</p> <p>B. Access to Site and Temporary Roads Means of access to the site shall be agreed with the Project Manager prior to commencement of the work and the Contractor must allow for building any necessary temporary access roads for the transport of materials, goods, plant and workmen as may be necessary for the proper and complete execution of the works including the provision of temporary culverts, crossing, bridges, or any other means of gaining access to the site.</p> <p>Upon completion of the works, the Contractor shall remove all such temporary access roads, culverts, bridges, etc., and make good and reinstate all disturbed works and surfaces to the satisfaction of the Project Manager.</p> <p>C. Area to be Occupied by the Contractor The area of the site which may be occupied by the Contractor for use of storage and or the purposes of erecting workshops and other temporary structures shall be defined on the site by the Project Manager.</p> <p>D. Sand, Gravel, etc. On Site Any sand, gravel or any other valuable material found on site when excavating, shall be the property of the Employer, and may only be used or sold or otherwise disposed of under the Project Manager's express sanction. The value of these items so disposed of shall be agreed with the Quantity Surveyor and deducted from the Contract Sum of the Final Account.</p> <p>E. The Works The works comprises of : <ul style="list-style-type: none"> · Construction of visitors information centre </p> <p>F. Drawings The Contractor shall be deemed to have inspected and fully acquainted himself with the said drawings before Pricing as provided for in the Instructions to Contractors.</p>	
	TO COLLECTION	

Item	Description	Amount
	<p>CONTRACT PARTICULARS</p> <p>A. Form of Contract The Contractor will be required to enter into a contract which will be the Agreement and Schedule of Conditions of Contract as issued by Public Procurement Regulatory Authority published in December 2006</p> <p>GENERAL MATTERS</p> <p>B. Items for Convenience in Pricing Generally The following items are not intended to be exhaustive descriptions of all matters required to be covered by the Contractor's price, and attention is drawn to clause A3 (b) of the Standard Method of Measurement, which states those things which are deemed to be included in all items.</p> <p>C. Pricing of Items Wherever in the Contractor's priced bills no price appears against an item, the value of such item shall be deemed to be included in his prices for other items priced elsewhere in the bills.</p> <p>D. Prices for Items of Preliminaries After pricing the preliminary item in the bills the Contractor is required to complete a breakdown of his prices for preliminary items reasonably into three distinct parts as laid out at the end of this Bill, viz;</p> <p>(1) Initial establishment cost, being the amount allowed for the non-recurring cost to the Contractor expended at the commencement of the particular preliminary item.</p> <p>(2) Running cost, being the total amount allowed for the recurring cost of maintaining the preliminary item provisions for the duration of the contract period or such other period as may be specified by the Contractor.</p> <p>(3) Terminal cost, being the amount allowed for non-recurring cost of removal, disposal or otherwise termination of the preliminary item.</p> <p>Such breakdown will be appended to the contract bills and shall be interpreted to form an integral part of the prices they represent.</p> <p>If the Contractor shall fail to comply in this respect he shall be subsequently required to accept the Quantity Surveyor's breakdown as final and binding.</p> <p>E. Ordering of Materials The Contractor shall be solely responsible for the accurate ordering of materials and organisation of the plant and labour in accordance with the drawings and Project Manager's instructions.</p> <p>These bills are not meant to be used for the purpose of ordering materials or to be indicative of the requirement of the plant and labour. No claim for any loss or expense will be entertained due to orders for materials based upon these bills.</p>	
	TO COLLECTION	

Item	Description	Amount
A.	Abbreviations	
	Throughout these Bills and other contract documents, units of measurements and terms are abbreviated and wherever encountered they shall be interpreted as follows:	
	(1) cm shall mean cubic metre	
	(2) sm shall mean square metre	
	(3) lm shall mean linear metre	
	(4) mm shall mean millimetre	
	(5) Kg shall mean Kilogram	
	(6) Prs shall mean pairs	
	(7) No. shall mean numbers	
	(8) B.S. shall mean the current British Standard specification published by the British Standard Institution, 2 Park Street, London W1, England.	
	(9) C.P. shall mean the current code of practice published by the British Standard Institution, 2 Park Street, London W1, England.	
	(11) DITTO shall mean the whole of the preceding description except as qualified in the description in which it occurs. Where it occurs in description of succeeding items shall mean the same as the series in which it occurs except as qualified in the description concerned. Where it occurs in the brackets it shall mean the whole of the preceding description appropriate brackets. Where it is underlined it shall mean the whole of that part of the preceding description, which is underlined.	
	(12) Approved, directed, Instructed etc. shall unless otherwise stated, mean approval, direction instruction, etc. as the case may be, by the Project Manager or his representative in accordance with the powers allowed to him by conditions of the contract.	
B.	Plant, Tools and Vehicles	
	Provide all necessary plant, tools, tackle, vehicles, transportation, staging plant, hoists, machinery and everything required during the contract for the proper and expeditious execution of the works and remove when no longer required. Allow for adopting from time to time as may be necessary, and maintaining all plant, tools etc. during the course of the contract, and removing from site when no longer required.	
C.	Safety, Health and Welfare of Work People	
	Provide and maintain on site, throughout the duration of the contract sanitary, safety and welfare facilities as necessary for the use of work-people engaged upon the works in accordance with the requirements of the local Municipal Council and in all respects to the satisfaction of the Project Manager.	
	The facilities shall comprise, but not be limited to:-	
	(1) Shelter from weather	
	(2) Accommodation for clothing	
	(3) Facilities for drying wet clothes	
	(4) Protective clothing, hand gloves, helmets, boots etc	
	(5) Mess room and washing facilities	
	TO COLLECTION	

Item	Description	Amount
	<p>(6) Drinking water</p> <p>(7) Sanitary conveniences, and W.C. and temporary connection to public sewer and attendance</p> <p>(8) First Aid facilities</p> <p>The temporary accommodation and facilities provided must be kept in a clean and sanitary condition throughout the entire period of the contract.</p>	
A.	<p>Sanitation of the Works</p> <p>The sanitation of works shall be arranged and maintained by Contractor to the satisfaction of labour and health authorities and that of the Project Manager.</p>	
B.	<p>Protection of Persons and Property</p> <p>The Contractor shall provide for the efficient protection 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 progress of the works from injury may be caused as a result or consequence of the caring out of the works. The Contractor shall take all precautions 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>	
C.	<p>Setting Out the Works</p> <p>The Contractor is to provide, at his own cost, dumpy level, staff, surveying instruments, ranging rods, chainmen, steel tapes, plumb lines, profiles, stakes lines and the like for setting out the works. Figure dimensions on the drawings are to be taken in all cases in preference to scaled dimensions. In the event of error or discrepancy, the Project Manager is to be immediately informed.</p>	500,000.00
D.	<p>Government Acts Regarding Work People</p> <p>Allow for complying with all Government Acts, orders and regulations in connection with the employment of labour and other matters related to the execution of the works.</p> <p>The Contractor shall be deemed to have made himself duly acquainted with all current Acts of Parliament and Regulations including Police and Health regulations regarding employment movement, housing, security and control of labour, labour camps, etc. It is most important that before Bidding the Contractor should have obtained, from the relevant authority, the fullest information regarding all such regulation and/or restrictions which may affect organisation of the works, supply and control of labour etc. and allow accordingly for the same in his Bid. No claim in respect of want of knowledge in this connection will be entertained.</p>	
E.	<p>Safeguarding the Works</p> <p>The Contractor shall be entirely responsible for the security of the works, stores, materials, plant, personnel etc. both his own and Sub-contractor and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage. The Contractor shall also be responsible for the protection of the public and visitors to the site.</p>	
	TO COLLECTION	500,000.00

Item	Description	Amount
A.	<p>Trespass, Damage and Care of the Works</p> <p>The Contractor shall prevent any trespass on the adjoining property resulting from execution of the works and shall take all reasonable precautions during progress of the contract to prevent any damage to adjoining and neighbouring property or public or private roadways, and to prevent any materials, plant, rubbish, etc. collecting on such property as result of caring out the works.</p> <p>Should the Contractor wish to erect scaffolding on or to otherwise make use of adjoining or neighbouring property, he shall obtain prior permission of the owner and/or occupier and approval of the Project Manager, pay any necessary costs and clear away at completion or when directed to the owner/occupier's satisfaction and that of the Project Manager Except as provided for in the conditions of the contract, the Contractor shall be held responsible for the care of the works generally until their completion and handing over including all work executed and materials and goods deposited on site by him or Sub-Contractor or Suppliers together with all the risks arising from weather, carelessness of operatives, damage or loss by theft or any other cause. He shall make good such damage or loss at his own expense.</p>	
B.	<p>Protection of Public Roads, etc.</p> <p>Provide by means of insurance or otherwise for indemnifying the Employer from all liability, damage, compensation and cost of proceedings arising from the usage of all or any public or private roads and footways during the execution of the works and including complying with the current Local Authority Regulations in respect hereof. The Contractor is responsible for keeping the roads clean and free from mud debris, etc.</p> <p>Maintain as required throughout the execution of the works and make good any damage to private or public roads, footpaths, etc. arising from or consequent upon the execution of the works to the satisfaction of the local or other competent authority and that of the Project Manager.</p> <p>Maintain and protect all water, electrical, telephone, and drainage services, etc. during the execution of the works and make good all works disturbed and pay all fees and charges in connection therewith.</p>	
OBLIGATIONS IMPOSED BY THE EMPLOYER		
C.	<p>Treasure Trove</p> <p>All treasure trove, or any matter material, or object of value discovered during the execution of the contract shall be deemed to be the property of the Employer and shall immediately be reported to the Project Manager who will give instructions regarding their disposal.</p>	
D.	<p>Day Works</p> <p>Day works shall only be executed with the prior written permission of the Project Manager, and only in these circumstances will be permissible.</p> <p>Where this authority is given, original vouchers giving the fullest particulars of hours worked, names of craftsmen and labourers, description of the work executed, quantities of materials and type and number of plant used in the items shall be provided. The daywork sheets shall be numbered in sequence.</p>	
TO COLLECTION		

Item	Description	Amount
	<p>All sheets are to be signed by the site foreman in charge and the Project Manager or his representative. Such signatories are only to be taken as certifying that the time, materials and plant are correct, and shall not be held to justify a claim that the work shall be so charged, or that it cannot be measured at the rates given in the daywork schedule at the end of these Bills. No bonus lump sum payment or enhanced rates for bonus will be accepted on dayworks.</p> <p>A. Provisional Work</p> <p>All work described as "Provisional" in the Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made.</p> <p>All Provisional and other work liable to adjustment, and/or remeasurement under this contract shall be left uncovered for a reasonable time to allow all necessary measurements to be taken by the Quantity Surveyor. Immediately after work is ready for measuring the Contractor shall give notice to the Project Manager.</p> <p>If the Contractor shall default in these respects, he shall be required to, if the Project Manager so directs, uncover the work to sufficiently enable all necessary measurements to be taken and afterwards reinstate at his own expense.</p> <p>B. Interim Payments</p> <p>The conditions of payments shall be those set out in the General Conditions of the Contract. (ie Section III of the Bidding Document)</p> <p>All applications from the Contractor for interim payment must be in the form of detailed priced statement clearly referenced to the appropriate items in the payment schedule, together with Sub-contractor's work. These statements shall be prepared at the Contractor's own expense and submitted to the Project Manager and copied to the Quantity Surveyor.</p> <p>All applications for interim payments will be treated purely as such and will not be taken to indicate, influence, or prejudice, the final amount to be paid in the final certificate.</p> <p>C. Samples</p> <p>The Contractor shall furnish at his own cost any sample of materials, goods or workmanship including concrete test cubes required for the works that may be called for by the Project Manager for his approval or rejection until such samples are approved, and the Project Manager may subsequently reject any materials, goods or workmanship not in his opinion, equal to the approved samples. The procedure for submitting sample and method for identification shall be laid down by the Project Manager.</p> <p>D. Testing of Materials</p> <p>A provisional sum has been included elsewhere in these Bills of Quantities for testing of materials or goods whether incorporated in the works or not, and to be deducted wholly or in part at the absolute discretion of the Project Manager.</p> <p>The Contractor's attention is drawn to the fact that when materials or goods tested do not conform to the standard required, cost of testing and retesting is to be met by the Contractor. The Contractor shall also replace at his own expense the preliminary cost of making good any work failing inspection on test.</p>	
	TO COLLECTION	

Item	Description	Amount
	<p>The materials and workmanship used throughout the works shall be the best of their respective kind and those for which a British Standard or Code of Practice exists, shall comply therewith unless otherwise stated, and in any case equal to samples deposited with and approved by the Project Manager.</p> <p>A. Site Records</p> <p>The Contractor shall keep an accurate daily site diary in which he shall record all happenings and events which might affect the progress and quality of work, including weather conditions, number of artisans, labours and other employees, deliveries of materials, consignments, dayworks overtime, work of Sub-contractors and visits to the site, of supervisory and other staff of the Employer.</p> <p>The Contractor shall, on request, deliver the diary and the visitors' book into the safe custody of the Project Manager on the completion of the works and shall at all times, during the progress of the works, make it available for inspection.</p> <p>B. Visitors to the Site</p> <p>The Contractor is required to control all visitors to the site and to keep out unauthorised visitors and provide visitors book and ensure that all authorised visitors, including Consultants and Employer's staff, sign therein.</p> <p>C. Programmes</p> <p>An annotated programme of building works progress is required by the Project Manager to be submitted within the period stated in the Conditions of Contract.</p> <p>The programme may be compiled on either the "Bar" or "Critical path" method and must accurately detail the entire operations of the works. After receiving approval from the Project Manager the Contractor will submit two additional copies of the programme to the Project Manager, one copy to the clerk of work/resident Project Manager, one copy to the Quantity Surveyor and shall display one copy on pin board on the wall in the site office. The copy kept in the site office shall be processed every week to clearly indicate the precise progress of the contract works.</p> <p>D. Trade Unions and Other Labour Agreement</p> <p>The Contractor is required to comply with all Trade Union Agreements or other Local Labour Agreements enforceable in the area of the works to ensure smooth execution of the contract, and the Contractor will be held implicitly responsible for any default in this matter.</p> <p>E. Signboard</p> <p>The Contractor shall erect, maintain, pay all relevant Logo fees for himself and the consultants and adapt throughout the entire contract a signboard to the Project Manager's design at a position chosen by the Project Manager and shall display the name of the Contract, the name of the Employer, the Project Manager, the Quantity Surveyor and any other professional persons specified by the Project Manager together with any approved Sub-contractor and Sub-traders</p> <p>The lettering used for writing the names of professional firms or persons must be in accordance with the Project Manager's design.</p>	<p>600,000.00</p>
	TO COLLECTION	600,000.00

Item	Description	Amount
	No other industrial name boards will be permitted whatsoever nor will any advertisement be allowed.	
A.	<p>Water for the Works</p> <p>The Contractor shall provide at his own risk and cost all necessary water required for use in the works including for use by Sub-contractors. The Contractor must make his own arrangements for connection to the nearest suitable water source, and for metering where applicable. The Contractor must also provide temporary storage tanks as necessary to avail sufficient water for use on site throughout the duration of the works at his own cost and clear away when no longer required and make good all disturbed surfaces to the satisfaction of the Project Manager.</p> <p>No guarantee is given or implied that sufficient or any water will be available from the existing mains.</p>	
B.	<p>Lighting and Power</p> <p>The Contractor shall provide at his own risk and cost throughout the Contract for all temporary artificial lighting and electrical power for works and also use by all Sub-contractors including all connections of temporary services, cost of electricity and all charges together with the supply of leads lamps fittings boards.</p>	
C.	<p>TEMPORARY WORKS</p> <p>Means of Access</p> <p>Means of access to the site shall be agreed with the Project Manager prior to commencement of the work and the Contractor must allow for the building any necessary roads for transport of materials, plants and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossing, bridges or any other means of gaining access to, and movement within, the site.</p> <p>Upon completion of the works, the Contractor shall remove such temporary access roads, temporary culverts, bridges, etc. And make good, and reinstate all work and surface disturbed to the satisfaction of the Project Manager.</p>	
D.	<p>Hoarding</p> <p>The work 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 and screens as may be requisite to ensure the safety of the public or adjoining owners and of the work. The fence shall be made out of corrugated iron sheets and their supporting steel or timber structure.</p> <p>The Contractor shall maintain the fence, gates and screens, obtain all necessary licences and pay all fees in connection therewith, the amount of which shall be deemed to be included in the Contract Sum. The Contractor shall allow for moving or adopting 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 dangers to the public has passed and shall make good all works disturbed.</p>	
	TO COLLECTION	

Item	Description	Amount
A.	<p>Temporary Buildings</p> <p>Temporary Buildings for Use of the Contractor etc.</p> <p>Provide, maintain, alter, adapt as necessary all requisite and other temporary buildings for the use of the Contractor as necessary for proper execution of the contract and including similar provisions for all employed Sub-contractors.</p> <p>Provide, fit and maintain for the use of the Contractor and Sub-contractor workers, latrine facilities, washing, etc. To the reasonable satisfaction of the workers and approval of the Project Manager and Health and Labour Authorities.</p>	
B.	<p>Storage of Material</p> <p>The Contractor shall provide at his own risk and cost where directed on site, weather-proof lock-up sheds for the safe storage and custody of materials for the works including Sub-contractor's works and for use of workmen engaged thereon and shall remove such shades and make good damaged or disturbed surfaces upon completion of the works to the satisfaction of the Project Manager.</p>	1,000,000.00
C.	<p>Temporary Offices</p> <p>Provide, maintain throughout the contract, and remove when no longer required site office accommodation consisting of meeting room of size not less than 15 square metres, tea room, W.C. suite and wash hand basin for the sole use of the Consultants complete with lockable doors, and closable windows. Design and materials for the accommodation shall be subject to Project Manager's approval, and all rooms shall be provided with electric lighting and socket outlets.</p> <p>The Meeting room shall be furnished with a conference table and ten (10) chairs. The tea room shall be sufficiently equipped to serve light refreshments during meeting and other official visits to site. The Contractor is to allow for the maintenance of an attendant throughout the duration of the contract. Allow for making temporary connection to drainage and water supply; allow for services of a cleaner and keeping the offices and toilet facilities in a clean and sanitary condition throughout the duration of the contract.</p>	1,000,000.00
D.	<p>General Scaffolding</p> <p>Provide, erect and subsequently remove when no longer required scaffolding including all external scaffolds, birdcage scaffolds, hoist towers, staircase well scaffolding and all moveable platforms.</p>	
WORK BY NOMINATED SUB-CONTRACTORS		
E.	<p>General Attendance</p> <p>On top of general attendance the Contractor is deemed to provide to nominated sub-contractors as measured elsewhere in these Bills, the Contractor shall in addition be required to obtain from all sub-contractors the position and sizes of all recesses, perforations, chases and other relevant details necessary for execution of their works, which latter information is to be made available to all sub-contractors affected. In the event of non-compliance of this clause the Contractor shall be required to rectify all errors of setting out including the forming of recesses, chases and perforations, etc. including making good finishings at his own expense or pay sub-contractor's charges for the same.</p>	
TO COLLECTION		2,000,000.00

Item	Description	Amount
A.	<p>Attendance Upon Other Tradesmen, etc.</p> <p>Allow for the attendance of trade upon trade and afford any tradesmen or other persons employed by the Employer every facility for carrying out their work and also for the use of ordinary standing scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them, unless they pay for it.</p>	
GOODS AND MATERIALS FROM NOMINATED SUPPLIERS		
B.	<p>Taking Delivery and Transporting</p> <p>Where in these Bill of Quantities items have been inserted for attendance upon nominated suppliers, the Contractor will be required to take delivery of the specified items, transport them to the site, store until required for fixing. The Contractor must allow for this in his prices for attendance.</p>	
PROTECTING AND CLEANING THE WORKS		
C.	<p>Protection</p> <p>Allow for covering up and/or otherwise protecting the whole of the works described in these Bills, and all the buildings and their components and contents and all materials, from all damage (day and night) or the injurious effects, of weather, frost or any other cause whatsoever, including, but not limited to, the use, adaptation and maintenance of tarpaulins, temporary roofing's, casing up, and screens and their removal on completion, and make good any damage which may nevertheless have been done free of cost to the Employer.</p>	5,000,000.00
D.	<p>Removal of Rubbish and Debris</p> <p>Allow for removing all rubbish and debris from buildings and the site as it accumulates and at completion of the works, and remove all plants, scaffolding and unused materials at completion. Clean and flush all gutters, rainwater and waste pipes, manholes and drains. Wash (except where such treatment might cause damage) scrub and clean floors, sanitary fittings, glass (inside and out), and remove all marks, blemishes, fittings, and decorated surface generally, polish door furniture and bright parts of metal work and leave the whole of the building and compound clean and fit for occupation for Project Manager's approval.</p>	
POLICIES		
E.	<p>Insurance</p> <p>Allow for provision of an Insurance Policy in accordance with General Conditions of Contract. Cost of Insurance is included under the General Summary of these Bills of Quantities. Enter "zero" here.</p>	
F.	<p>Advance Payment Security</p> <p>Allow for provision of Advance Payment Security in accordance with General Conditions of Contract. Cost of Advance Payment Security is included under the General Summary of these Bills of Quantities. Enter "zero" here.</p>	
G.	<p>Performance Security</p> <p>Allow for provision of Performance Security in accordance with General Conditions of Contract. Cost of Performance Security is included under the General Summary of these Bills of Quantities. Enter "zero" here.</p>	1,000,000.00
TO COLLECTION		6,000,000.00

Item	Description	Amount
	PRELIMINARIES AND GENERAL MATTERS COLLECTION	
	PAGE 1/1/1	
	PAGE 1/1/2	
	PAGE 1/1/3	
	PAGE 1/1/4	500,000.00
	PAGE 1/1/5	
	PAGE 1/1/6	
	PAGE 1/1/7	600,000.00
	PAGE 1/1/8	
	PAGE 1/1/9	2,000,000.00
	PAGE 1/1/10	6,000,000.00
	TOTAL FOR PRELIMINARIES AND GENERAL MATTERS CARRIED TO GENERAL SUMMARY	9,100,000.00

BILL No.2 - MEASURED WORK

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 1</u> <u>SUBSTRUCTURES</u>				
A	Clear site of bushes, shrub, undergrowth or the like small trees not exceeding 600mm girth	712	sm	1,000.00	712,000.00
B	Excavate vegetable soil average 150mm deep and remove excavated vegetable soil from site	712	sm	1,000.00	712,000.00
C	Excavate pit to receive bases of pillar commencing at formation level; 0 - 1.5m deep	7	cm	15,000.00	103,500.00
C	Excavate trench to receive foundation commencing at formation level; 0 - 1.5m deep	73	cm	15,000.00	1,095,000.00
D	Extra over any kind of excavation for breaking up rock, and the like	4	cm	40,000.00	160,000.00
E	Imported soil material; well rammed and consolidated around foundation	12	cm	26,000.00	312,000.00
F	Selected earth back filling well rammed and consolidated around foundation	2	cm	6,000.00	12,000.00
F	Selected earthfilling from excavation to make up level under hardcore	78	cm	22,000.00	1,716,000.00
	<u>Disposal of water</u>				
G	Allow for keeping excavations free from water (except spring or running water) by pumping baling or by other means necessary	1	Item	100,000.00	100,000.00
	<u>Planking and strutting</u>				
H	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations	1	Item	8,500.00	8,500.00
	<u>Hardcore</u>				
	Natural stones; levelled, compacted to receive polythene membrane (measured separately)				
J	200mm Thick bed	360	sm	8,500.00	3,060,000.00
K	200mm Thick; under steps	5	cm	42,500.00	212,500.00
	<u>Blinding</u>				
L	50mm quarry dust blinding to hardcore surfaces	360	sm	2,500.00	900,000.00
	TO COLLECTION			Tshs	9,103,500.00

Item	Description	Qty	Unit	Rate	Amount
	<u>Soil sterilization</u>				
A	Aldrin 0.5% solution / any equivalent certified solution applied at a rate of 7 litres per square metres to hardcore surface	360	sm	1,800.00	648,000.00
B	Ditto at a rate of 8 litres per linear metres 300mm width to 200 x 600mm deep backfilling to one external side of foundation	20	cm	3,200.00	64,000.00
	<u>Concrete Work</u>				
	<u>Reinforced Concrete grade "20" (1:1 1/2:3) vibrated</u>				
C	Plinth band / beam;	13	cm	270,000.00	3,510,000.00
	<u>Plain concrete grade "20" nominal mix (1:2:4)</u>				
D	150mm Floor bed	425	sm	40,500.00	17,212,500.00
	<u>Reinforcement</u>				
E	10mm Bar	420	Kg	4,000.00	1,680,000.00
F	8mm Bar	296	Kg	4,000.00	1,184,000.00
G	Steel wire fabric mesh reinforcement to B.S. 4483 Ref: A98 in concrete bed (measured nett-no allowance made for minimum of 225mm laps) including tying and supporting as required	360	sm	14,500.00	5,220,000.00
	<u>Formwork</u>				
H	Vertical sides of plinth beam	65	sm	20,000.00	1,300,000.00
J	Vertical edge of bed over 75 but not exceeding 150mm high	148	lm	3,000.00	444,000.00
	<u>Walling</u>				
	<u>Stone masonry wall</u>				
	<u>Random square coursed rubble; made up of perfectly dressed square stones of unequal sizes; bedded and jointed in cement and sand mortar (1:6)</u>				
K	wall; over 300mm thick	97	cm	85,000.00	8,245,000.00
L	pillars	9	cm	65,000.00	585,000.00
M	steps	5	cm	65,000.00	325,000.00
	TO COLLECTION				40,417,500.00

Item	Description	Qty	Unit	Rate	Amount
	<u>Damp proof</u>				
A	500 gauge polythene or other equal and approved damp proof membrane laid under surface bed with 300mm side and end laps (measured nett- no allowance made for laps)	360	sm	3,500.00	1,260,000.00
B	Hessian based bitumen damp proof course to B.S type 5A laid horizontally on blockwork.				
C	150mm wide	64	lm	3,500.00	224,000.00
	<u>Finishing</u> <u>Render : cement and sand (1:3) trowelled</u>				
D	12mm thick; to plinth to concrete block work base	133	sm	15,000.00	1,995,000.00
	<u>Plinth protection</u>				
E	Prepare and apply two coats of black bituminous paints on rendered or concrete surfaces, externally	133	sm	3,000.00	399,000.00
	TO COLLECTION				3,878,000.00
	COLLECTION Page 2/1/1				9,103,500.00
	Page 2/1/2				40,417,500.00
	Page 2/1/3				3,878,000.00
	ELEMENT No.1 SUBSTRUCTURE CARRIED TO SUMMARY				53,399,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 2</u> <u>REINFORCED CONCRETE</u> <u>SUPERSTRUCTURE</u>				
	<u>INSITU CONCRETE; REINFORCED</u>				
	<u>Reinforced concrete grade "20" minimum crushing strength of 20N/mm² at 28th day including vibrating around reinforcement</u>				
A	ring beam	3	cm	270,000.00	810,000.00
	<u>High tensile hot rolled deformed steel bar reinforcement to B.S 4449:1969</u>				
B	12mm Diameter bars	285	Kg	4,000.00	1,140,000.00
C	8mm diameter bars	97	Kg	4,000.00	388,000.00
	<u>Sawn timber formwork to:</u>				
D	Sides and soffits of beam	34	sm	25,000.00	850,000.00
	<u>ELEMENT No.2 - REINFORCED CONCRETE SUPERSTRUCTURE CARRIED TO SUMMARY</u>				3,188,000.00

Item	Description	Qty	Unit	Rate	Amount
<u>ELEMENT No. 3 - WALLING</u>					
<u>Solid concrete blocks to B.S 6073 type "A" bedded and jointed in cement and sand (1:3)mortar</u>					
A	150mm wall	193	sm	38,000.00	7,334,000.00
B	Labour and material fillings in eaves filling 150mm wide 230mm high extreme	0	lm		-
<u>Stone masonry wall</u>					
<u>Random square coursed rubble; made up of perfectly dressed square stones of unequal sizes; bedded and jointed in cement and sand mortar (1:6)</u>					
C	pillars	12	cm	65,000.00	780,000.00
<u>Composite pillars</u>					
D	60mm diameter x 700mm high steel post base embedded into (and including) concrete (1:2:4) size 400 x 400 x 400mm column base; welded on top with 120mm diameter x 4mm shoe plate to receive wood pillar; and 25 x 25mm rectangular hollow section welded randomly at the bottom of steel post as per architectural detail	23	No	150,000.00	3,450,000.00
E	Make holes to steel shoe to receive bolts	138	No	5,000.00	690,000.00
<u>Treated eucalyptus pillar, secured to steel base pillar as described above (Item D) with bolts; at the top secured to rafter with and including steel plate and bolts;</u>					
F	150mm diameter x 3663mm high	23	No	45,000.00	1,035,000.00
<u>ELEMENT No.3 EXTERNAL WALLING CARRIED TO SUMMARY</u>				Tshs	13,289,000.00

Item	Description	Qty	Unit	Rate	Amount
ELEMENT No. 5 - ROOF STRUCTURE					
<u>Unframed structural steel work with welded fabrication and bolted site connections including fabricating offsite, delivering to site, bolting together, hoisting and fixing into position approximately 8.0 metres above the ground</u>					
<u>Mild steel Grade 43A to BS 449 and BS 4360</u>					
A	3 x 50mm diameter top chord; welded connections	268	lm	43,000.00	11,524,000.00
B	3 x 80mm diameter bottom chord; welded to connections	268	lm	45,000.00	12,060,000.00
C	3 x 25mm diameter struts and ties	404	lm	20,000.00	8,080,000.00
Wind bracing					
D	50 x 50 x 5mm angle brace welded to trusses	60	lm	35,000.00	2,100,000.00
Purlins					
E	"Z" purlin not exceeding 5 kg per linear metre	0	lm		0.00
Sag rods (PROVISIONAL)					
F	10mm sag bar approximately 1500mm long both	104	No	8,000.00	832,000.00
Anchor					
G	Roof truss shoe plate 203 x 203 x 8mm	33	No	30,000.00	990,000.00
H	100 x 100 x 6mm purlin cleat	0	No		0.00
J	20mm Diameter anchor bolt, 300mm long with nut and washers including fixing	132	No	5,000.00	660,000.00
K	Make hole on 6mm plate for 20mm bolts	132	No	1,000.00	132,000.00
L	Allow for plates and other connections	1	Item	100,000.00	100,000.00
Carpentry work					
<u>Treated softwood; pines</u>					
M	50 x 50mm purlins / battens	1521	lm	4,000.00	6,084,000.00
ELEMENT No.5 ROOF STRUCTURE CARRIED TO SUMMARY				Tshs	42,562,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 6</u> <u>ROOF COVERING</u>				
	<u>Fortiza / decra tiles fixing in accordance with manufacturer's specifications</u>				
	Coverings; fixing to 50 x 50 mm treated timber battens (ms) at 370 mm centre with proprietary nails; sealing heads with proprietary sealant				
A	sloping not exceeding 45 degrees from horizontal	554	sm	80,000	44,320,000.00
B	Ridges capping fixed to match general roof sheets	31	lm	40,000	1,240,000.00
C	Hip capping fixed to match general roof sheets	16	lm	40,000	640,000.00
D	Valley	21	lm	40,000	840,000.00
E	Raking cutting	74	lm	45,000	3,330,000.00
	<u>Skylight</u>				
F	Extra over fixing translucent sheet roof covering	52	sm	45,000.00	2,340,000.00
	<u>RAINWATER DISPOSAL</u>				
	<u>Gutterwork; Upvc MARLEY pipesystems; typical installation VYNADDEEP with 10-year guarantee as supplied by NABAKI AFRICA</u>				
G	146mm Diameter gutters; union clip joints in the running length; fixing with fascia brackets	78	lm	55,000.00	4,290,000
H	Extra; shoes DS30	11	No	20,000.00	220,000.00
J	Swanneck ends; 110°	11	No	28,000.00	308,000.00
	<u>Rainwater fittings: PVC</u>				
K	Extra; external and internal gutter angle	7	No	40,000.00	280,000
L	Gutter outlets; for 80mm pipes	11	No	30,000.00	330,000.00
M	Ends	6	No	18,000.00	108,000.00
	ELEMENT No.6 ROOF COVERING CARRIED TO SUMMARY				58,246,000.00

Item	Description	Qty	Unit	Rate	Amount
	ELEMENT No. 7 EXTERNAL FLOOR FINISHINGS				
	<u>TILE, SLAB OR BLOCK FINISHINGS</u>				
	<u>Terracotta tiles ; non glazed; reddish - brown in colour to Project Manager's approval ; approved to diagonal or square pattern bedding with adhesive ; grouting joints as per manufactures recommendations.</u>				
A	400 x 400 x 8mm; 3 - 5mm spaced joints; straight both ways to cement and sand base to floor	215	sm	68,000.00	14,620,000.00
B	Tile skirting	45	lm	8,000.00	360,000.00
C	Treads; 300mm wide	26	lm	35,000.00	910,000.00
D	Risers; 150mm wide	35	lm	20,000.00	700,000.00
	<u>BEDS OR BACKINGS</u>				
	<u>Mortar Cement and sand (1:4); wood floated</u>				
E	25mm(avarage) one coat bed; screeded to receive porcelain tiles; to concrete to blockwork base; generally to floor	215	sm	8,000.00	1,720,000.00
F	Treads; 300mm wide	26	lm	3,000.00	78,000.00
G	Risers; 150mm wide	35	lm	3,000.00	105,000.00
	ELEMENT No.7 EXTERNAL FLOOR FINISHINGS CARRIED TO SUMMARY			Tshs	18,493,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 8</u> <u>EXTERNAL WALL FINISHINGS</u>				
	<u>INSITU FINISHINGS</u>				
	<u>Render: cement and sand (1:4); wood floated; semi smooth</u>				
	<u>15mm Thick one coat work; to concrete or blockwork base; generally to</u>				
A	walls; over 300mm girth	169	sm	15,000.00	2,535,000.00
	<u>ONE UNDERCOAT OF WALL PRIMER; TWO</u>				
	<u>FINISHING COATS WEATHERGUARD PAINT</u>				
B	To rendered walls and the like	169	sm	6,000.00	1,014,000.00
	<u>Balustrade</u>				
C	Balustrade system comprising of 100mm diameter treated gumpole bottom and handrail; and infills crossing diagonal to each other including polishing with ronseal polish	69	lm	6,000.00	414,000.00
	<u>Apply one undercoat and two finishing coats of ronseal polish</u>				
D	to exposed timber pillars	29	sm	8,500.00	246,500.00
	<u>ELEMENT No.8 EXTERNAL WALL FINISHINGS CARRIED TO SUMMARY</u>			Tshs	4,209,500.00

Item	Description	Qty	Unit	Rate	Amount
	ELEMENT No. 9 EXTERNAL CEILING FINISHINGS				
	STRUCTURAL TIMBER				
	<u>Pine or Cypress; grade 2; pressure impregnated; treated with timber preservative</u>				
	<u>Branding</u>				
A	50 x 50mm	637	lm	7,500.00	4,777,500.00
	<u>Carpenter's metalwork</u>				
B	Allow for making holes to members of roof structure to receive branding	1	Item	300,000.00	300,000.00
	<u>Bolts</u>				
C	M12 x 120mm	529	No	5,000.00	2,645,000.00
	TIMBER BOARDING				
	T&G boarding consisting of 100mm wide hood boarding tongued and grooved jointed together and fixed with nails to softwood boarding (ms) to a diagonal pattern including sanding and sealing the surfaces with approved sealer				
D	25mm thick ceiling	183	sm	20,000.00	3,660,000.00
E	75 x 25mm hood cornice; moulded	117	lm	8,000.00	936,000.00
	PAINTING AND DECORATION				
	<u>Painting</u>				
	Prepare the surface by sand paper; remove dust; loose deposits; apply one undercoat; and two finishing coats of ronseal polish				
	<u>To timber board surfaces</u>				
F	ceiling; over 300mm wide	183	sm	6,000.00	1,098,000.00
	ELEMENT No.9 EXTERNAL CEILING FINISHINGS CARRIED TO SUMMARY			Tshs	13,416,500.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 10</u> <u>INTERNAL FLOOR FINISHINGS</u>				
	<u>TILE, SLAB OR BLOCK FINISHINGS</u>				
	<u>Porcelain tiles; non slip; to Architect's approval ; approved colour to <i>square pattern</i> ; bedding with adhesive ; grouting joints as per manufactures recommendations.</u>				
A	600 x 600 x 8mm; 3 - 5mm spaced joints; straight both ways to cement and sand base to floor	204	sm	90,000.00	18,360,000.00
B	Skirtings 100mm high;	65	lm	8,000.00	520,000.00
	<u>BEDS OR BACKINGS</u>				
	<u>Mortar Cement and sand (1:4); wood floated</u>				
C	25mm(avarage) one coat bed; screeded to receive floor tiles; to concrete to blockwork base; generally to floor	204	sm	12,000.00	2,448,000.00
D	12mm backing to receive skirting	65	lm	8,000.00	520,000.00
	<u>ELEMENT No.10 INTERNAL FLOOR FINISHINGS CARRIED TO SUMMARY</u>			Tshs	21,848,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 11</u> <u>INTERNAL WALL FINISHINGS</u>				
	<u>Plaster; cement and sand (1:4); steel trowelled; smooth</u>				
	<u>15mm thick one coat work; to concrete or blockwork base; generally to</u>				
A	wall; over 300mm wide	227	sm	15,000.00	3,405,000.00
	<u>TILE, SLAB OR BLOCK FINISHING</u>				
	<u>Ceramic tiles; white; glazed to diagonal pattern; bedding and jointing in cement mortar (1:4); grouting joints with coloured cement</u>				
B	400 x 200 x 8mm; butt jointed straight both ways; to cement and sand base; generally to walls	9	sm	75,000.00	675,000.00
	<u>BEDS OR BACKINGS</u>				
	<u>Mortar; cement and sand (1:4)</u>				
C	12mm one coat backing; to receive ceramic tiles to concrete or blockwork base; generally to walls	9	sm	8,000.00	72,000.00
	<u>PAINTING AND DECORATION</u>				
	<u>Skimming / limewhiting</u>				
	One coat paste of gypsum powder; skimming to concrete or block wall base.				
D	wall over 300mm wide	227	sm	5,000.00	1,135,000.00
	<u>Painting</u>				
	Prepare the skimmed surface by sand paper; remove dust; loose deposits; apply one coat of primer; one undercoat and two finishing coats of vinyl silk paint				
	<u>To plastered and skimmed wall; steel trowelled</u>				
E	wall; over 300mm wide	227	sm	7,000.00	1,589,000.00
	<u>ELEMENT No.11 INTERNAL WALL FINISHINGS CARRIED TO SUMMARY</u>			Tshs	6,876,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 12</u> <u>INTERNAL CEILING FINISHINGS</u>				
	<u>STRUCTURAL TIMBER</u>				
	<u>Pine or Cypress; grade 2; pressure impregnated; treated with timber preservative</u>				
	<u>Branding</u>				
A	50 x 50mm	873	lm	8,000.00	6,984,000.00
	<u>Carpenter's metalwork</u>				
B	Allow for making holes to members of roof structure to receive branding	1	Item	100,000.00	100,000.00
	<u>Bolts</u>				
C	M12 x 120mm	728	No	500.00	364,000.00
	<u>TIMBER BOARDING</u>				
	<u>T&G boarding consisting of 100mm wide hood boarding tongued and grooved jointed together and fixed with nails to softwood boarding (ms) to a diagonal pattern including sanding and sealing the surfaces with approved sealer</u>				
D	25mm thick ceiling	252	sm	65,000.00	16,380,000.00
E	75 x 25mm hood cornice; moulded	83	lm	3,000.00	249,000.00
	<u>PAINTING AND DECORATION</u>				
	<u>Painting</u>				
	<u>Prepare the surface by sand paper; remove dust; loose deposits; apply one undercoat; and two finishing coats of ronseal polish</u>				
	<u>To timber board surfaces</u>				
F	ceiling; over 300mm wide	252	sm	5,000.00	1,260,000.00
	<u>ELEMENT No.12 INTERNAL CEILING FINISHINGS CARRIED TO SUMMARY</u>			Tshs	25,337,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 13</u> <u>WINDOWS</u> <u>PURPOSE MADE UNITS</u> <u>Supply, assemble and fix epoxy powder coated aluminium alloy framed windows; bronze finish; frames size 100 x 40mm; with a combination of top hung shutter and fixed shutter; one top hung interior shutter with mosquito gauze; ironmongery to opening lights; neoprene gaskets for glazing; 6mm clear frosted glass for fixed partitions; 6mm clear float glass to openable top hung shutter; sealing all round with non - hardening mastic; removing protective tape</u>				
A	size 3000 x 1500mm high; W1	2	No	1,600,000.00	3,200,000.00
B	size 1500 x 1800mm high; W2	1	No	1,000,000.00	1,000,000.00
C	size 6000 x 2400mm high; W3	1	No	4,500,000.00	4,500,000.00
D	size 600 x 2100mm high; W4	2	No	460,000.00	920,000.00
	<u>Roller shutter</u> Supply and fix aluminium roller shutter; complete with push up self coiling gear; chain and all other accessories				
E	Size 3000 x 1500mm high; W5	1	No	1,600,000.00	1,600,000.00
	<u>ELEMENT No.13 WINDOWS CARRIED TO SUMMARY</u>			Tshs	11,220,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 14</u> <u>DOORS</u>				
	<u>Selected hardwood; mninga or other equal and approved</u>				
	<u>Panelled doors; with 45 x 125 mm top, intermediate, bottom rails and stiles; two panels infilled with and including 40 mm thick butt joined hardwood boards and joined to rails and stiles</u>				
A	Size 1740 x 2070mm high; 2No shutter	3	No	1,200,000.00	3,600,000.00
B	Size 840 x 2070mm high	1	No	600,000.00	600,000.00
	<u>Frames and finishings</u>				
C	45 x150mm frame	27	lm	40,000.00	1,080,000.00
D	45 x150mm transome	6	lm	40,000.00	240,000.00
E	70 x 20mm architrave	27	lm	25,000.00	675,000.00
F	20 x 20mm quadrant	27	lm	8,000.00	216,000.00
G	15 x 20mm glazing bead	32	lm	8,000.00	256,000.00
	<u>Ironmongery</u>				
	<u>Supplying and fixing ironmongery, "UNION" as supplied by "ASSA ABROY" or equivalent to the approval of the Architect; to softwood, hardwood or the like; fixing with screw</u>				
H	Cylinder lockset; complete with set of handle furniture	3	No	200,000.00	600,000.00
J	Two lever mortice lock	1	No	200,000.00	200,000.00
K	Rubber door stoper	7	No	15,000.00	105,000.00
L	100mm aluminium butt hinges	10.5	Prs	10,000.00	105,000.00
	TO COLLECTION				7,677,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ONE UNDERCOAT; TWO FINISHING COATS OF RONSEAL POLISH; MATT FINISH</u>				
A	Door frames and the like n.e 300mm girth	33	lm	8,500.00	280,500.00
B	General surfaces	45	sm	8,500.00	382,500.00
	<u>GLAZING</u>				
C	5mm clear sheet glass	2	sm	80,000.00	160,000.00
	<u>Roller shutter</u>				
	Supply and fix aluminium roller shutter; complete with push up self coiling gear; chain and all other accessories				
D	Size 2500 x 2400mm high; D3	1	No	1,500,000.00	1,500,000.00
	TO COLLECTION			Tshs	2,323,000.00
	COLLECTION				
	Page 2/14/1				7,677,000.00
	Page 2/14/2				2,323,000.00
	ELEMENT No.14 DOORS CARRIED TO SUMMARY			Tshs	10,000,000.00

Item	Description	Qty	Unit	Rate	Amount
	<u>ELEMENT No. 15</u> <u>FITTINGS AND FIXTURES</u>				
	<u>concrete work</u>				
	<u>Plain insitu concrete (1:2:4)</u>				
A	150mm thick plinth	6	sm	45,000.00	270,000.00
	Formwork				
B	to edges of plinth; 75 - 150mm wide	15	lm	30,000.00	450,000.00
	<u>Low level kitchen cabinet; wall fitted / partly fitted</u>				
	Low level; divided into 5no. equal compartments each 600mm wide; 1No. compartment left open to accomodate gas cooker; comprising of 25 mm thick granite worktop with rounded edge front; including skirting; 40mm hardwood shutters fixed with spring hinges; door handles, 150 x 250mm drawer; 20mm hardwood sides, partitions and shelves fixed to 50 x 60mm hardwood frames; including all necessary ironmongery and decorating with ronseal polish				
C	size 7886 x 600 x 810mm high	1	No	4,500,000.00	4,500,000.00
	<u>Coffee counter; free standing</u>				
	Coffee conter comprising of hardwood worktop; hardwood shutter; sides, shelves and partions including polishing with ronseal polish				
D	size 3400 x 450 x 1200mm high	1	No	2,500,000.00	2,500,000.00
	Allow for construction of open shelves made up of hardwood partitions and shelves				
E	6740mm overall length	1	Item	1,500,000.00	1,500,000.00
	ELEMENT No.15 - FITTINGS AND FIXTURES CARRIED TO SUMMARY			Tshs	9,220,000.00

Item	Description	Qty	Unit	Rate	Amount
	ELEMENT No.16 PLUMBING AND ENGINEERING INSTALLATION				
	<u>Sanitary appliances</u> <u>Kitchen sink</u>				
A	1460 x 600mm stainless steel kitchen sink; satin finish, single bowl, single drainer; 38 mm chromium plated chain waste; 38 mm plastics bottle trap; pair aluminium alloy build-in wall brackets; pair 12 mm pillar taps, fixing brackets Hand wash basins; glazed fireclay; with two centre tap hole with semi pedestal; Including aerator; pop-up waste; wash basin mixer; stainless steel bottle trap and flexible supply pipes	1	No	600,000.00	600,000.00
B	650 x 530 mm; wall hung; backgrounds requiring plugging <u>Soil; waste and vent pipework uPVC pipes and fittings; ISO/R/161 or BS 4660; class B</u> Gully trap; comprising	2	No	450,000.00	900,000.00
C	110mm gully "P" traps; 150mm thick rendered blockwork; 100mm thick insitu concrete class 13.5/25 bed and cover supports; 330 x 330 x 30mm insitu concrete class 21/10 precast concrete cover with mesh fabric reinforcement ref. A98 650 x 650 x 400mm overall size	1	No	150,000.00	150,000.00
D	Allow for water supply and waste pipe works including builders work	1	Item	1,500,000.00	1,500,000.00
E	Allow for construction of inspection chambers and connection to the existing septic tank				
F	Allow for connecting water supply to church from the nearby elevated water tower	1	item	1,000,000.00	1,000,000.00
	ELEMENT No.16 - PLUMBING AND ENGINEERING INSTALLATION CARRIED TO SUMMARY			Tshs	4,150,000.00

Item	Description	Qty	Unit	Rate	Amount
	ELEMENT No.17 - ELECTRICAL INSTALLATION (ALL PROVISIONAL)				
	SUB MAIN CABLE				
A	Supply and install cable 4 Core 16mm2	30	lm	12,000.00	360,000.00
	<u>Wiring for Final Sub-Circuits</u>				
	Supply and install the following				
	<u>Supply and install lighting points</u>				
B	comprising of 3x1.5mm2 PVC conduit wired foer one way DIA concealed PVC conduit wired for one way switching excluding the light fitting qand the switch	33	Nos	110,000.00	3,630,000.00
C	Ditto but for two way switching.	3	Nos	115,000.00	345,000.00
D	Supply and install outlet point for 20A DP switch comprising of 3x4mm2 in PVC sindles in 20mm DIA concealed PVC conduits excluding the 20A DP switch for heater	1	Nos	115,000.00	115,000.00
E	Supply and install outlet point for 13A switch socket comprising of PVC conduits and cabling by 3x2.5mm2 PVC single in 20mm DIA concealed PVC conduit wired in ring main system excluding the 13A	13	Nos	95,000.00	1,235,000.00
	FITTING				
	Supply and install the following fittings:-				
F	6 Way-TPN distribution board with MCBs and integral 63A/300mA TPN RCCB incomer as ABB or equivalent (DB - A) per drawing No. / P.3/E/11	1	Nos	450,000.00	450,000.00
G	2x36W (1200mm) Fluorescent fitting with prismatic diffuser tronic (Type E) as	13	Nos	120,000.00	1,560,000.00
H	Pendant lighting fitting	20	Nos	45,000.00	900,000.00
	TO COLLECTION				8,595,000.00

Item	Description	Qty	Unit	Rate	Amount
	EARTHING Providing an adequate earthing for the entire building:				
A	Earth rod	4	Nos	60,000.00	240,000.00
	SWITCHES Supply and install the following:				
B	10A 1 way 1 gang switch as Tronic -WHITE	3	Nos	3,500.00	10,500.00
C	10A 2 way 2 gang switch as Tronic -WHITE	2	Nos	4,500.00	9,000.00
D	13A switch socket twin as Tronic -WHITE	13	Nos	8,500.00	110,500.00
E	20A DP switch with neon indicator for heater as Tronic-WHITE	1	Nos	35,000.00	35,000.00
	TO COLLECTION				405,000.00
	COLLECTION				
	Page 2/17/1				8,595,000.00
	Page 2/17/2				405,000.00
	ELEMENT No.18 ELECTRICAL INSTALLATION CARRIED TO GENERAL SUMMARY				9,000,000.00

BILL No.4 - PROVISIONAL AND P.C SUMS

PROVISIONAL AND P.C SUMS

<u>Prime cost sums for works to be executed by Local Authorities or public Undertakings</u>			
A	Allow sums for connection to water mains and provision of meter	Item	500,000.00
B	Add for profit	10%	50,000.00
C	Add for general attendance	sum	25,000.00
D	Connection to electricity supply and provision of meter	Item	500,000.00
E	Add for profit	10%	50,000.00
F	Add for general attendance	sum	25,000.00
<u>Provisional sums for works whose details could not be ascertained during preparation of tender document</u>			
G	Construction of view point including access steps	sum	10,000,000.00
<p><i>Dadi</i></p> <div style="border: 1px solid black; padding: 5px; transform: rotate(-10deg); display: inline-block;"> <p>DAWI INVESTMENT Co. LIMITED MANAGING DIRECTOR 24 JAN 2022 +255 769 686109 / +255 765 072205 P.O. Box 2447 MWANZA - TANZANIA</p> </div>			
TOTAL PC AND PROVISIONAL SUMS TO SUMMARY			11,150,000.00

SUMMARY

SUMMARY OF MEASURED WORK

ELEMENT No.1 - SUBSTRUCTURE	Page 2/1/4	53,399,000.00
ELEMENT No.2 - REINFORCED CONCRETE SUPERSTRUCTURE	Page 2/2/2	3,188,000.00
ELEMENT No.3 - EXTERNAL WALLING	Page 2/3/1	13,289,000.00
ELEMENT No.5 - ROOF STRUCTURE	Page 2/5/1	42,562,000.00
ELEMENT No.6 - ROOF COVERING	Page 2/6/1	58,246,000.00
ELEMENT No.7 - EXTERNAL FLOOR FINISHINGS	Page 2/7/1	18,493,000.00
ELEMENT No.8 - EXTERNAL WALL FINISHINGS	Page 2/8/1	4,209,500.00
ELEMENT No.9 - EXTERNAL CEILING FINISHINGS	Page 2/9/1	13,416,500.00
ELEMENT No.10 - INTERNAL FLOOR FINISHINGS	Page 2/10/1	21,848,000.00
ELEMENT No.11 - INTERNAL WALL FINISHINGS	Page 2/11/1	6,876,000.00
ELEMENT No.12 - INTERNAL CEILING FINISHINGS	Page 2/12/1	25,337,000.00
ELEMENT No.13 - WINDOWS	Page 2/13/2	11,220,000.00
ELEMENT No.14 - DOORS	Page 2/14/2	10,000,000.00
ELEMENT No.15 - FITTING AND FIXTURES	Page 2/15/2	9,220,000.00
ELEMENT No.16 - PLUMBING AND ENGINEERING INSTALLATION	Page 2/16/3	4,150,000.00
ELEMENT No.17 - ELECTRICAL INSTALLATION	Page 2/17/1	9,000,000.00
TOTAL MEASURED WORKS CARRIED TO GENERAL SUMMARY		304,454,000.00

DAWI INVESTMENT Co. LIMITED
 MANAGING DIRECTOR
 24 JAN 2022
 +255 788 686169 / +255 785 072205
 P.O. Box 2447 MWANZA - TANZANIA

[Handwritten Signature]

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GENERAL SUMMARY

GENERAL SUMMARY

BILL No.1 - PRELIMINARIES AND GENERAL MATTERS		9,100,000.00
BILL No.2 - MEASURED WORK		304,454,000.00
BILL No.4 - PROVISIONAL AND PC SUM		11,150,000.00
SUBTOTAL (1)		324,704,000.00
<u>CONTINGENCIES</u> Include a provisional sum of 1% for contingencies to be expended or deducted as directed by the Lead Consultant		3,247,040.00
SUBTOTAL (2)		327,951,040.00
<u>Conditions of contract clause 23</u> Allow for cost of insurance against injury to persons and property and insurance of the works against fire etc as required under clause 19 and 20	Sum	1,000,000.00
<u>Conditions of contract clause 22</u> Allow for cost of providing sureties	Sum	4,000,000.00
SUBTOTAL (3)		332,951,040.00
ADD: VAT (18%)		59,931,187.20
ESTIMATED COST OF THE PROJECT (VAT INCLUSIVE)		392,882,227.20

BAM INVESTMENT Co. LIMITED
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[Handwritten Signature]

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

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

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

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

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

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

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

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

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

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

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: _____