

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH



Contract Documents

For

TENDER NO. ME/007/2021-2022/HQ/W/13

**THE PROPOSED CONSTRUCTION OF ISOLATION TREATMENT CENTRE AT
KISOPWA - PHASE I**

EMPLOYER

**MINISTRY OF HEALTH
P.O BOX 743
DODOMA**

CONTRACTOR

**M/s. SUMAJKT CONSTRUCTION COMPANY LIMITED,
P.O Box 1694,DAR ES SALAAM**

APRIL, 2022

Section I: Contract Forms

Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this ^{29th} day of April, 2022

Between

PERMANENT SECRETARY MINISTRY OF HEALTH OF P.O BOX 743 DODOMA
(hereinafter called the "Employer")

And

M/S SUMAJKT OF P.O. BOX 1694 DAR ES SALAAM (hereinafter called the "Contractor") of the other part.

NOW THEREFORE, the parties hereto hereby agree as follows

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) The Letter of Acceptance;
 - (ii) The Minutes of Negotiation (if any)
 - (iii) The Form of Tender;
 - (iv) The Special Conditions of Contract;
 - (v) The General Conditions of Contract;
 - (vi) The Specification;
 - (vii) The Drawings;
 - (viii) The Bills of Quantities; and
 - i. the ES Management Strategies and Implementation Plans; and

Dr

ii. Code of Conduct for Contractor's Personnel (ES).

3. The Employer desires that the Works known as **the Proposed Construction of Isolation Treatment Centre at Kisopwa - Phase I** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, the Contractor having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to construct the works on the terms and conditions set forth in this Contract at a contract price of **TZS 2,900,000,000.00 (Two Billion Nine Hundred Million Only) VAT inclusive for phase I works which includes construction of one building for suspect case, One building for Confirmed Case, mortuary and laundry blocks.**

4. The Employer has set aside committed funds towards the cost of the works and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Contractor shall derive any rights from the Contract providing for the funds or have any claim to the fund's proceeds;

5. The Employer invited Tenders for the works, viz **the Proposed Construction of Isolation Treatment Centre at Kisopwa** and has accepted a Tender by the Contractor for execution of the works in the sum of **TZS 2,900,000,000.00 (Two Billion Nine Hundred Million Only) VAT inclusive for phase I works which includes construction of one building for suspect case, One building for Confirmed Case, mortuary and laundry blocks** (hereinafter called "the Contract Price").

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE EMPLOYER

Name: Dr. Seif A. Shekaleshe

(Authorized Representative)

Designation: Acting permanent secretary

Signature: [Signature]

Date: 29th April, 2022

THE CONTRACTOR

Name: MAS SAMUEL JAMES

(Authorized Representative)

Designation: ASMA

Signature: [Signature]

Date:



WITNESS

Name: Iseya Makoko

Designation: Legal officer

Signature: [Signature]

WITNESS

Name: MAJID JAMIL J. MOHAMMED

Designation: DIRECTOR OF LEAD SERVICES

Signature: [Signature]

Special Condition of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. 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 No.	Conditions	GCC Sub-Clause	Data
1.	Employer's name and address	1.1.2.	Ministry of Health Government City – Mtumba, Afya Road, P.O Box 743, DODOMA.
2	Project Manager's name and address	1.1.2	Arch. Godfrey Mwakabole, Team Leader, Tanzania Building Agency, P.O Box 9542, DAR ES SALAAM.
3	Time for Completion	1.1.3	Two Months (2) from the date of site possession
4.	Defects Notification Period	1.1.3	Normally 365 days will be applied.
5.	Sections	1.1.5	Not applied
6.	Governing Law	1.4.1	Laws of United Republic of Tanzania.
7.	Ruling language	1.4.2	English Language
8.	Language for communications	1.4.3	English, Language
9.	Conditions Precedent	1.7.1	Conditions Precedent to Contract Effectiveness. The Contract will be into effect after being signed by both parties.
10.	Compliance with the Laws	1.14.1	The contractor shall adhere with the laws and

SCC No.	Conditions	GCC Sub-Clause	Data
			regulation of United Republic of Tanzania and not otherwise
11.	Time for access to the Site	2.1.1	Within Two (2) Days after signing contract
12.	Project Manager's Duties and Authority	3.1.3	The Project Manager Shall Obtain Employers approval to exercise authority on the following <ul style="list-style-type: none"> 1. All addition works or variation of works which are not available in the principal contract 2. Extension of time for execution of contract 3. Any instruction which has financial implication 4. Stoppages of the wholes works 5. Intention for termination of contract by contractor
		3.1.6(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 15% of contract sum shall require approval of the Employer. Also refer clause SCC 12 above
13.	Contractor's General Obligations	4.1.8	The Contractor shall be responsible for his design work as specified in the contract, except for the following; - <ul style="list-style-type: none"> 1. For the purpose of improvement of workmanship of the works, the contractor shall seek approval of consultant before undertaking any new design of works or changes of the stated design work after signing of contract.
14.	Performance Security	4.2.1	The performance security will be in the form of a 10% of the contract price inform of Insurance Bond from reputable insurer
		4.2.2	Other form of Performance Security N/A
15.	Subcontractors	4.4.2	Responsibility for the acts of subcontractors shall be borne by the Contractor except for the following acts. N/A
16.	Responsibility for Transport of Goods	4.16.1	The Contractor shall be responsible for transport of goods except for the following: N/A
17.	Progress Reports	4.21.1	The Contractor shall submit monthly reports to the Project Manager except under following circumstances. N/A
18.	Security of the Site	4.22.1	The Hospital Management will be responsible for safeguard the site during the whole period of

SCC No.	Conditions	GCC Sub-Clause	Data
			contract execution.
19.	Normal working hours	6.5.1	From 7:30 A.M. to 18:30 P.M. but for the purposes of achieving goal on time, the works can be done in a day and night to finish works in time without delay.
20.	Commencement of Works	8.1.1	<i>State commencement date within Seven Days from site possession</i>
21.	Delay damages for the Works	8.7.1& 14.15.1(b)	0.1% of the Contract Price per day as liquidated damaged.
22.	Maximum amount of delay damages	8.7.1	10% of the final Contract Price.
23.	Provisional Sums	13.5.1.(b)(ii)	Not Applied
24.	Adjustments for Changes in Cost	13.8.1	As per approved site circumstances by Consultant and Contract Manager
	The Contract Price	14.1.1	<i>State other factors than those stated Sub clause</i> <ol style="list-style-type: none"> 1. Addition of works that are not appears in principal contract 2. Variation of works after proper approval by project manager and Employer
25.	Total advance payment	14.2.1	Advance payment shall be 35% Percentage of the Accepted Contract Amount excluding contingency amount payable in the currencies and proportions in which the Accepted Contract Amount is payable upon submission of reputable insurer firms as the company is under Government Entity <ol style="list-style-type: none"> 1. Other payment shall be paid based on payment certificate (PC).
26.	Repayment of advance payment	14.2.5	Recovery for advance payment will be 20% for each 1PC and will be full covered at 80% of progress of project NB: 97.5% of the contract sum to be paid through interim payment certificate at stage of practical completion

SCC No.	Conditions	GCC Sub-Clause	Data
27.	Percentage of Retention	14.3.2	2.5 % (Retention money) that is supposed to be paid upon completion of defect liability period will be paid at practical completion period whereby Contractor will be liable to submit retention money bank guarantee
28.	Limit of Retention Money	14.3.2	5% of the Accepted Contract Amount.
29.	Plant and Materials	14.5.2(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped en route to the Site. Not Applied
		14.5.2(c)(i)	Plant and Materials for payment when delivered to the Site Not Applied
30.	Minimum Amount of Interim Payment Certificates	14.6.2	As per measured works and approved project manager.
31.	Maximum total liability of the Contractor to the Employer	17.6.2	Tender by the Contractor for execution of the works in the sum of 2,900,000,000.00 (Two Billion Nine Hundred Million Only) VAT inclusive time of completion Six Months (6)
32.	Periods for submission of insurance:	18.1.6	Submission of evidence of insurance and policy will be 14 Days.
	a. evidence of insurance.		14 Days
	b. relevant policies		14 Days
33.	Maximum amount of deductibles for insurance of the Employer's risks	18.2.4(d)	10% of the final Contract Price.
34.	Minimum amount of third party Insurance	18.3.2	<i>[Insert amount of third party insurance]</i>
		18.3.3	<i>Insert any exception to the provisions of GCC 18.3.3</i>
35.	Date by which the DARB shall be appointed	20.2.1	28 days after the Commencement date <i>otherwise insert other period</i>

SCC No.	Conditions	GCC Sub-Clause	Data
36.	The DARB shall be comprised of	20.2.2	<i>Either: One sole Member or: Three Members</i>
37.	List of proposed members of DARB	20.2.2	<p><i>For DARB comprised of one sole member, list the name of potential sole member and attach his/her CV to the Tendering Document</i></p> <p><i>OR</i></p> <p><i>In case of Three Members DARB give the following information</i></p> <p>DARB Members Proposed by Employer [Attach CVs to the Tendering Document and the Contract]</p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>DARB Members Proposed by Contractor [Attach CVs to the Contract]</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
38.	Appointment (if not agreed) to be made by	20.3.1	M/S SUMAJKT OF P.O. BOX 1694 DAR ES SALAAM
39.	Rules of arbitration	20.6	Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence.

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1.	General Provisions.....	9
1.1	Definitions	9
1.2	Interpretation.....	13
1.3	Communications	14
1.4	Law and Language	14
1.5	Priority of Documents	15
1.6	Contract Agreement.....	15
1.7	Conditions Precedent to contract effectiveness	15
1.8	Assignment.....	15
1.9	Care and Supply of Documents	16
1.10	Delayed Drawings or Instructions	16
1.11	Employer's Use of Contractor's Documents	17
1.12	Contractor's Use of Employer's Documents	17
1.13	Confidential Details	18
1.14	Compliance with Laws	18
1.15	Joint and Several Liability	18
1.16	Instructions, Inspections and Audits.....	19
2.	The Employer	19
2.1	Right of Access to the Site.....	19
2.2	Permits, Licenses or Approvals.....	19
2.3	Employer's Personnel.....	20
2.4	Employer's Claims	20
3.	The Project Manager	21
3.1	Project Manager's Duties and Authority.....	21
3.2.	The Project Manager's	22
3.3	Delegation by the Project Manager	23
3.4	Instructions of the Project Manager	23
3.5	Replacement of the Project Manager	24
3.6	Determinations	24
4.	The Contractor	24
4.1	Contractor's General Obligations.....	25
4.2	Performance Security and ES Performance Security	26
4.3	Contractor's Representative	27
4.4	Subcon-tractors	28
4.5	Assignment of Benefit of Subcontract	29

4.6	Co-operation	29
4.7	Setting Out	30
4.8	Safety Procedures	30
4.9	Quality Assurance.....	31
4.10	Site Data	31
4.11	Sufficiency of the Accepted Contract Amount	32
4.12	Unforeseeable Physical Conditions	32
4.13	Rights of Way and Facilities.....	33
4.14	Avoidance of Interference.....	33
4.15	Access Route	34
4.16	Transport of Goods.....	34
4.17	Contractor's Equipment	34
4.18	Protection of the Environ-ment	35
4.19	Electricity, Water and Gas	35
4.20	Employer's Equipment and Free-Issue Materials.....	35
4.21	Progress Reports	36
4.22	Security of the Site	38
4.23	Contractor's Operations on Site.....	38
4.24	Fossils	39
5.	Nominated Subcontractors	39
5.1	Definition of "nominated Subcon-tractor"	39
5.2	Objection to Nomination.....	39
5.3	Payments to nominated Subcon-tractors	40
5.4	Evidence of Payments	40
6.	Staff and Labour	41
6.1	Engagement of Staff and Labour.....	41
6.2	Rates of Wages and Conditions of Labour	41
6.3	Persons in the Service of Employer	41
6.4	Labour Laws.....	42
6.5	Working Hours.....	42
6.6	Facilities for Staff and Labour.....	42
6.7	Health and Safety	42
6.8	Contractor's Superintendence	45
6.9	Contractor's Personnel.....	45
6.10	Records of Contractor's Personnel and Equipment	46
6.11	Disorderly Conduct.....	46
6.12	Key Personnel.....	46
6.13	Foreign Personnel.....	47
6.14	Supply of Foodstuffs and Water.....	47
6.15	Measures against Insect and Pest Nuisance	47

6.16	Alcoholic Liquor or Drugs	47
6.17	Arms and Ammunition	47
6.18	Festivals and Religious Customs	47
6.19	Funeral Arrangements.....	47
6.20	Prohibition of Forced or Compulsory Labour	48
6.21	Prohibition of Harmful Child Labour	48
6.22	Employment Records of Workers	49
6.23	Workers' Organisations.....	49
6.24	Non-Discrimination and Equal Opportunity	49
6.25	Contractor's Personnel Grievance Mechanism	50
6.26	Training of Contractor's Personnel.....	50
7.	Plant, Materials and Workmanship.....	50
7.1	Manner of Execution	50
7.2	Samples	51
7.3	Inspection.....	51
7.4	Testing	51
7.5	Rejection	52
7.6	Remedial Work.....	53
7.7	Ownership of Plant and Materials.....	53
7.8	Royalties	53
8.	Commencement, Delays and Suspension	54
8.1	Commencement of Works	54
8.2	Time for Completion	54
8.3	Programme.....	54
8.4	Extension of Time for Completion.....	55
8.5	Delays Caused by Authorities.....	56
8.6	Rate of Progress	56
8.7	Delay Damages	57
8.8	Suspension of Work	57
8.9	Consequences of Suspension.....	57
8.10	Payment for Plant and Materials in Event of Suspension	58
8.11	Prolonged Suspension	58
8.12	Resumption of Work	58
9.	Tests on Completion.....	58
9.1	Contractor's Obligations.....	58
9.2	Delayed Tests	59
9.3	Retesting	59
9.4	Failure to Pass Tests on Completion	59
10.	Employer's Taking Over.....	60
10.1	Taking Over of the Works and Sections	60

10.2	Taking Over of Parts of the Works	61
10.3	Interference with Tests on Completion.....	62
10.4	Surfaces Requiring Reinstatement	62
11.	Defects Liability	62
11.1	Completion of Outstanding Work and Remedying Defects	62
11.2	Cost of Remedying Defects	63
11.3	Extension of Defects Notification Period	63
11.4	Failure to Remedy Defects	63
11.5	Removal of Defective Work.....	64
11.6	Further Tests	64
11.7	Right of Access after Taking Over.....	65
11.8	Contractor to Search	65
11.9	Performance Certificate	65
11.10	Unfulfilled Obligations.....	65
11.11	Clearance of Site.....	65
12.	Measurement and Evaluation	66
12.1	Works to be Measured.....	66
12.2	Method of Measurement.....	66
12.3	Evaluation.....	66
12.4	Omissions	68
13.	Variations and Adjustments	68
13.1	Right to Vary.....	68
13.2	Value Engineering.....	69
13.3	Variation Procedure	69
13.4	Payment in Applicable Currencies.....	70
13.5	Provisional Sums	70
13.6	Daywork	71
13.7	Adjustments for Changes in Legislation	72
13.8	Adjustments for Changes in Cost	72
14.	Contract Price and Payment.....	74
14.1	The Contract Price	74
14.2	Advance Payment.....	75
14.3	Application for Interim Payment Certificates.....	76
14.4	Schedule of Payments	77
14.5	Plant and Materials intended for the Works.....	77
14.6	Issue of Interim Payment Certificates	79
14.7	Payment	80
14.8	Delayed Payment	81
14.9	Payment of Retention Money	81
14.10	Statement at Completion	82

14.11	Application for Final Payment Certificate	83
14.12	Discharge.....	84
14.13	Issue of Final Payment Certificate	84
14.14	Cessation of Employer's Liability.....	84
14.15	Currencies of Payment	85
15.	Termination by Employer.....	85
15.1	Notice to Correct.....	85
15.2	Termination by Employer.....	85
15.3	Valuation at Date of Termination.....	87
15.4	Payment after Termination	87
15.5	Employer's Entitlement to Termination for Convenience.....	87
15.6	Corrupt or Fraudulent Practices.....	88
16.	Suspension and Termination by Contractor.....	88
16.1	Contractor's Entitlement to Suspend Work	88
16.2	Termination by Contractor.....	89
16.3	Cessation of Work and Removal of Contractor's Equipment.....	90
16.4	Payment on Termination.....	90
17.	Risk and Responsibility	91
17.1	Indemnities.....	91
17.2	Contractor's Care of the Works.....	91
17.3	Employer's Risks.....	92
17.4	Consequences of Employer's Risks	93
17.5	Intellectual and Industrial Property Rights.....	93
17.6	Limitation of Liability.....	94
17.7	Use of Employer's Accommodation/Facilities.....	94
18.	Insurance.....	95
18.1	General Requirements for Insurances.....	95
18.2	Insurance for Works and Contractor's Equipment.....	97
18.3	Insurance against Injury to Persons and Damage to Property	98
18.4	Insurance for Contractor's Personnel	99
19.	Force Majeure	99
19.1	Definition of Force Majeure	99
19.2	Notice of Force Majeure	100
19.3	Duty to Minimise Delay	100
19.4	Consequences of Force Majeure.....	100
19.5	Force Majeure Affecting Subcontractor.....	101
19.6	Optional Termination, Payment and Release	101
19.7	Release from Performance.....	102
20.	Claims, Disputes and Arbitration.....	102
20.1	Contractor's Claims	102

20.2 Appointment of the Dispute Avoidance and Resolution Board 104
20.3 Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board..... 105
20.4 Obtaining Dispute Avoidance and Resolution Board’s Decision 106
20.5 Amicable Settlement 107
20.6 Arbitration 107
20.7 Failure to Comply with Dispute Avoidance and Resolution Board’s Decision 107
20.8 Expiry of Dispute Avoidance and Resolution Board’s Appointment 107

1. General Provisions

1.1 Definitions	In the Conditions of Contract (“these Conditions”), which include Special Conditions of Contract and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
------------------------	--

<p>1.1.1 The Contract</p>	<p>“Arbitrator” is the person appointed by the Appointing Authority specified in the Special Conditions of Contract (SCC) to resolve contractual disputes, and as provided for in Sub-Clause 20.6 hereunder.</p> <p>“Contract” means the Contract Agreement, the Letter of Acceptance, the Form of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.</p> <p>“Form of Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p> <p>“Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p> <p>“Form of Tender” means the document entitled Form of Tender which was completed by the Contractor and includes the signed offer to the Employer for the Works.</p> <p>“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.</p> <p>“Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.</p> <p>“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p> <p>“Tender” means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.</p> <p>“Bill of Quantities” and “Daywork Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.</p> <p>“value engineering” is a systematic and organized approach to</p>
----------------------------------	--

	<p>provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.</p>
<p>1.1.2 Parties and Persons</p>	<p>“Party” means the Employer or the Contractor, as the context requires.</p> <p>“Employer” means the person named as employer in the SCC and the legal successors in title to this person.</p> <p>“Contractor” means the person(s) named as contractor in the Form of Tender accepted by the Employer and the legal successors in title to this person(s).</p> <p>“Project Manager” means the person appointed by the Employer to act as the Project Manager for the purposes of the Contract and named in the SCC, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.5.</p> <p>“Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3, who acts on behalf of the Contractor.</p> <p>“Employer’s Personnel” means the Project Manager, the assistants referred to in Sub-Clause 3.2 and all other staff, labour and other employees of the Project Manager and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Project Manager, as Employer’s Personnel.</p> <p>“Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.</p> <p>“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.</p> <p>“DARB” one or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Avoidance and Resolution Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board]</p>
<p>1.1.3 Dates, Tests, Periods and Completion</p>	<p>“Base Date” means the date 28 days prior to the latest date for submission of the Tender.</p> <p>“Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].</p>

	<p>“Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the SCC (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.</p> <p>“Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>“Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].</p> <p>“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the SCC (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].</p> <p>“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].</p> <p>“day” means a calendar day and “year” means 365 days</p>
<p>1.1.4 Money and Payments</p>	<p>“Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>“Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.</p> <p>“Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.</p> <p>“Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].</p> <p>“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].</p> <p>“Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.</p> <p>“Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.</p>

	<p>“Local Currency” means the currency of the Country.</p> <p>“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].</p> <p>“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].</p> <p>“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].</p> <p>“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate</p>
<p>1.1.5 Works and Goods</p>	<p>“Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.</p> <p>“Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.</p> <p>“Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.</p> <p>“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.</p> <p>“Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.</p> <p>“Section” means a part of the Works specified in the SCC as a Section (if any).</p> <p>“Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.</p> <p>“Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.</p>
<p>1.1.6 Other Definitions</p>	<p>“Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.</p> <p>“Country” means the country in which the Site (or most of it) is</p>

	<p>located, where the Permanent Works are to be executed.</p> <p>“Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.</p> <p>“Force Majeure” is defined in Clause 19 [Force Majeure].</p> <p>“Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.</p> <p>“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].</p> <p>“Site” means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.</p> <p>“Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.</p> <p>“Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].</p> <p>“ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).</p> <p>“Sexual Exploitation and Abuse” “(SEA)” stands for the following:</p> <p style="padding-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p style="padding-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.</p>
<p>1.2 Interpretation</p>	<p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree,” “agreed” or “agreement” require the agreement to be record in writing;</p>

	<p>(d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and</p> <p>(e) the word "bid" is synonymous with "Tender", and "bidder" with "Tenderer" and the words "Bid documents" with "Tendering documents"</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
1.3 Communications	<p>1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p> <p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC; and</p> <p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the SCC. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p>
	<p>1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.</p>
1.4 Law and Language	<p>1.4.1 The Contract shall be governed by the law of Tanzania or other jurisdiction stated in the SCC.</p>
	<p>1.4.2 The ruling language of the Contract shall be that stated in the SCC.</p>
	<p>1.4.3 The language for communications shall be that stated in the SCC. If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>

<p>1.5 Priority of Documents</p>	<p>1.5.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> (a) Form of Agreement, (b) Letter of Acceptance, (c) Minutes of Negotiations (d) Form of Tender, (e) Special Conditions of Contract, (f) General Conditions of Contract (g) Specification, (h) Drawings, (i) Bills of Quantities, and (j) Schedules and any other documents forming part of the Contract.
	<p>1.5.2 If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.</p>
<p>1.6 Contract Agreement</p>	<p>1.6.1 The Contract Agreement shall be based upon the form annexed to the SCC. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.</p>
	<p>1.6.2 If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.15 (Joint and Several Liability)."</p>
<p>1.7 Conditions Precedent to contract effectiveness</p>	<p>1.7.1 The Contract shall come into effect after the Contractor fulfilling the conditions precedent stated in the SCC.</p>
	<p>1.7.2 If the Conditions precedent stipulated on Sub-Clause 1.7.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
	<p>1.7.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date</p>
<p>1.8 Assignment</p>	<p>1.8.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:</p> <ul style="list-style-type: none"> (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of

	<p>such other Party, and</p> <p>(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>
1.9 Care and Supply of Documents	<p>1.9.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.</p>
	<p>1.9.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager six copies of each of the Contractor's Documents.</p>
	<p>1.9.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.</p>
	<p>1.9.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
1.10 Delayed Drawings or Instructions	<p>1.10.1 The Contractor shall give notice to the Project Manager whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p>
	<p>1.10.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Project Manager to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p>

	1.10.3	After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	1.10.4	However, if and to the extent that the Project Manager's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit
1.11 Employer's Use of Contractor's Documents	1.11.1	As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
	1.11.2	<p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:</p> <ul style="list-style-type: none"> (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
	1.11.3	The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.
1.12 Contractor's Use of Employer's Documents	1.12.1	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

<p>1.13 Confidential Details</p>	<p>1.13.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.</p>
	<p>1.13.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
<p>1.14 Compliance with Laws</p>	<p>1.14.1 The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the SCC:</p> <ul style="list-style-type: none"> (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.
<p>1.15 Joint and Several Liability</p>	<p>1.15.1 If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.16 Instructions, Inspections and Audits	1.16.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the site is located.
	1.16.2 The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of United Republic of Tanzania if so required by the Government of the Republic of Tanzania

2. The Employer	
2.1 Right of Access to the Site	2.1.1 The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the SCC . The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification.
	2.1.2 If no such time is stated in the SCC , the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
	2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
	2.1.4 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	2.1.5 However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals	2.2.1 The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly: (a) copies of the Laws Tanzania which are relevant to
---	---

		<p>the Contract but are not readily available, and</p> <p>(b) any permits, licences or approvals required by the Laws of Tanzania:</p> <p>(i) which the Contractor is required to obtain under Sub-Clause 1.14 [Compliance with Laws],</p> <p>(ii) for the delivery of Goods, including clearance through customs, and</p> <p>(iii) for the export of Contractor's Equipment when it is removed from the Site.</p>
2.3 Employer's Personnel	2.3.1	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:</p> <p>(a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and</p> <p>(b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].</p>
2.4 Employer's Claims	2.4.1	<p>If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Project Manager shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.</p>
	2.4.2	<p>The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.</p>
	2.4.3	<p>The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Project Manager shall then proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].</p>

	<p>2.4.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.</p>
--	---

3. The Project Manager	
<p>3.1 Project Manager's Duties and Authority</p>	<p>3.1.1 The Employer shall appoint the Project Manager who shall carry out the duties assigned to him in the Contract. The Project Manager's staff shall include suitably qualified architects, engineers, quantity surveyors and other professionals who are competent to carry out these duties.</p>
	<p>3.1.2 The Project Manager shall have no authority to amend the Contract.</p>
	<p>3.1.3 The Project Manager may exercise the authority attributable to the Project Manager as specified in or necessarily to be implied from the Contract. If the Project Manager is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the SCC. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Project Manager.</p>
	<p>3.1.4 However, whenever the Project Manager exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.</p>

	<p>3.1.5 Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none">(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall be deemed to act for the Employer;(b) the Project Manager has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Project Manager (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.(d) Any act by the Project Manager in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor
--	---

		within 28 days of receipt.
	3.1.6	<p>The Project Manager shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> (a) Sub-Clause 4.12: Agreeing or determining an extension of time and/or additional cost. (b) Sub-Clause 13.1: Instructing a Variation, except in an emergency situation as determined by the Project Manager. (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2. (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies (e) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Project Manager, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Project Manager, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Project Manager. The Project Manager shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.
3.2.The Project Manager's Representative	3.2.1	The Project Manager may appoint a Project Manager's Representative and delegate to him/her in accordance with Sub-Clause 3.3 [Delegation by the Project Manager] the authority necessary to act on the Project Manager's behalf at the Site, except to replace the Project Manager's Representative.
	3.2.2	The Project Manager's Representative (if appointed) shall comply with sub-paragraphs (a) and (b) of Sub-Clause 3.1 [Project Manager's Appointment, Duties and Authority] and shall be based at the Site for the whole time that the Works are being executed at the Site. If the Project Managers' Representative is to be temporarily absent from the Site during the execution of the Works, an equivalently qualified, experienced and competent replacement shall be appointed by the Project Manager, and the Contractor shall be given a Notice of such

		replacement
	3.2.3	The Project Manager shall obtain the consent of the Employer before appointing or replacing an Project Managers' Representative
3.3 Delegation by the Project Manager	3.3.1	The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident Project Manager, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.
	3.3.2	However, unless otherwise agreed by both Parties, the Project Manager shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.6 [Determinations].
	3.3.3	Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].
	3.3.4	Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Project Manager. However: <ul style="list-style-type: none"> (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Project Manager to reject the work, Plant or Materials; (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Project Manager, who shall promptly confirm, reverse or vary the determination or instruction.
3.4 Instructions of the Project Manager	3.4.1	The Project Manager may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Project Manager, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13

	[Variations and Adjustments] shall apply.
	<p>3.4.2 The Contractor shall comply with the instructions given by the Project Manager or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Project Manager or a delegated assistant:</p> <ul style="list-style-type: none"> (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, <p>then the confirmation shall constitute the written instruction of the Project Manager or delegated assistant (as the case may be).</p>
3.5 Replacement of the Project Manager	<p>3.5.1 Notwithstanding Sub-Clause 3.1, if the Employer intends to replace the Project Manager, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Project Manager. If the Contractor considers the intended replacement Project Manager to be unsuitable, he has the right to raise reasonable objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.</p>
3.6 Determinations	<p>3.6.1 Whenever these Conditions provide that the Project Manager shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Project Manager shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Manager shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p>
	<p>3.6.2 The Project Manager shall give notice to both Parties of each agreement or determination, with supporting particulars within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].</p>
4. The Contractor	

4.1 Contractor's General Obligations	4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the Works.
	4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
	4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible country.
	4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.
	4.1.5 The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.
	4.1.6 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project Manager gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Tender and agreed as part of the Contract.

	<p>4.1.7 The Contractor shall submit, to the Project Manager for Review and approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management</p>
--	---

		Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for Review
	4.1.8	<p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the SCC:</p> <p>(a) the Contractor shall submit to the Project Manager the Contractor's Documents for this part in accordance with the procedures specified in the Contract;</p> <p>(b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Project Manager to add to the Drawings for co-ordination of each Party's designs;</p> <p>(c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and</p> <p>(d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Project Manager the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Project Manager</p>
4.2 Performance Security and ES Performance Security	4.2.1	The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the SCC and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the SCC, this Sub-Clause shall not apply."
	4.2.2	The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Project Manager. The Performance Security shall be issued by a reputable bank or financial institution selected by the

		Contractor and shall be in the form annexed to the SCC , as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the SCC , as stipulated by the Employer in the Contract Data, or in another form approved by the Employer
	4.2.3	The Contractor shall ensure that the Performance Security and, if applicable, an ES Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security and, if applicable, an ES Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and, if applicable, an ES Performance Security until the Works have been completed and any defects have been remedied.
	4.2.4	The Employer shall not make a claim under the Performance Security and, if applicable, an ES Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security and, if applicable, an ES Performance Security to the extent to which the Employer was not entitled to make the claim.
	4.2.5	The Employer shall return the Performance Security and, if applicable, an ES Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.
	4.2.6	Without limitation to the provisions of the rest of this Sub-Clause, whenever the Project Manager determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of cumulative Variations amounting to more than 10 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Project Manager's request promptly increase, or may decrease, as the case may be, the value of the Performance Security and, if applicable, an ES Performance Security in that currency by an equal percentage.
4.3 Contractor's Representative	4.3.1	The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

	4.3.2	Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Project Manager for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
	4.3.3	The Contractor shall not, without the prior consent of the Project Manager, revoke the appointment of the Contractor's Representative or appoint a replacement.
	4.3.4	The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Project Manager's prior consent, and the Project Manager shall be notified accordingly.
	4.3.5	The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.4 [Instructions of the Project Manager].
	4.3.6	The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Project Manager has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
	4.3.7	The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Project Manager.
4.4 Subcontractors	4.4.1	The Contractor shall not subcontract the whole of the Works.
	4.4.2	The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the SCC: (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a

	<p>subcontract for which the Subcontractor is named in the Contract;</p> <p>(b) the prior consent of the Project Manager shall be obtained to other proposed Subcontractors;</p> <p>(c) the Contractor shall give the Project Manager not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and</p> <p>(d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].</p>
	<p>4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.13 [Confidential Details] apply equally to each Subcontractor.</p>
	<p>4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.</p>
<p>4.5 Assignment of Benefit of Subcontract</p>	<p>4.5.1 If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Project Manager, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.</p>
<p>4.6 Co-operation</p>	<p>4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Project Manager, allow appropriate opportunities for carrying out work to:</p> <p>(a) the Employer's Personnel,</p> <p>(b) any other contractors employed by the Employer, and</p> <p>(c) the personnel of any legally constituted public authorities,</p> <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p>
	<p>4.6.2 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p>

	4.6.3	If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Project Manager in the time and manner stated in the Specification.
4.7 Setting Out	4.7.1	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Project Manager. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
	4.7.2	The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
	4.7.3	<p>If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost plus profit, which shall be included in the Contract Price.</p>
	4.7.4	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent.
4.8 Safety Procedures	4.8.1	<p>The Contractor shall:</p> <p>(a) comply with all applicable safety regulations,</p> <p>(b) take care for the safety of all persons entitled to be on the Site,</p> <p>(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,</p> <p>(d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and</p>

		(e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
4.9 Quality Assurance	4.9.1	The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Project Manager shall be entitled to audit any aspect of the system.
	4.9.2	Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Project Manager, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.
	4.9.3	Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
4.10 Site Data	4.10.1	The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
	4.10.2	To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation): <ul style="list-style-type: none"> (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and

		(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services
4.11 Sufficiency of the Accepted Contract Amount	4.11.1	The Contractor shall be deemed to: <ul style="list-style-type: none"> (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].
	4.11.2	Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.
4.12 Unforeseeable Physical Conditions	4.12.1	In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.
	4.12.2	If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Project Manager as soon as practicable. <p>This notice shall describe the physical conditions, so that they can be inspected by the Project Manager, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Project Manager may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.</p>
	4.12.3	If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included

		in the Contract Price.
	4.12.4	Upon receiving such notice and inspecting and/or investigating these physical conditions, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.
	4.12.5	However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Project Manager may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Project Manager may proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
	4.12.6	The Project Manager shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence
4.13 Rights of Way and Facilities	4.13.1	Unless otherwise specified in the Contract, the Employer shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Work
4.14 Avoidance of Interference	4.14.1	The Contractor shall not interfere unnecessarily or improperly with: <ul style="list-style-type: none"> (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.
	4.14.2	The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting

		from any such unnecessary or improper interference.
4.15 Access Route	4.15.1	The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.
	4.15.2	<p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; (d) the Employer does not guarantee the suitability or availability of particular access routes; and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor
4.16 Transport of Goods	4.16.1	<p>Unless otherwise stated in the SCC:</p> <ul style="list-style-type: none"> (a) the Contractor shall give the Project Manager not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site; (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment	4.17.1 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for
------------------------------------	---

		the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Project Manager. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
4.18 Protection of the Environment	4.18.1	<p>The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities. <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.</p>
	4.18.2	In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.
4.19 Electricity, Water and Gas	4.19.1	The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
	4.19.2	The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
	4.19.3	The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials	4.20.1 The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification: (a) the Employer shall be responsible for the
---	--

	<p>Employer's Equipment, except that</p> <p>(b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.</p>
	<p>4.20.2 The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations]. The Contractor shall pay these amounts to the Employer.</p>
	<p>4.20.3 The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.</p>
	<p>4.20.4 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection</p>
4.21 Progress Reports	<p>4.21.1 Unless otherwise stated in the SCC, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p>
	<p>4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p>
	<p>4.21.3 Each report shall include:</p> <p>(a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),</p> <p>(b) photographs showing the status of manufacture and</p>

	<p>of progress on the Site;</p> <ul style="list-style-type: none"> (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: <ul style="list-style-type: none"> (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment]; (e) copies of quality assurance documents, test results and certificates of Materials; (f) list of notices given under Sub-Clause 2.4 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims]; (g) the Environmental and Social (ES) metrics set out in Appendix A; and (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
	<p>4.21.4 In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.21.3 the Contractor shall inform the Project Manager immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p>

	<p>4.21.5 The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification</p>
--	--

		<p>shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-Clause</p>
4.22 Security of the Site	4.22.1	<p>The Contractor shall be responsible for the security of the Site, and:</p> <p>(a) for keeping unauthorized persons off the Site;</p> <p>(b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.</p>
	4.22.2	<p>Subject to Sub-Clause 4.1 [Contractor's General Obligations], the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.</p>
	4.22.3	<p>The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.</p>
	4.22.4	<p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p>
	4.22.5	<p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."</p>
4.23 Contractor's Operations on Site	4.23.1	<p>The Contractor shall confine his operations to the Site, and to any additional areas as which may be obtained by the Contractor and agreed by the Project Manager as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p>
	4.23.2	<p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and</p>

		Temporary Works which are no longer required.
	4.23.3	Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.
4.24 Fossils	4.24.1	All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
	4.24.2	The Contractor shall, upon discovery of any such finding, promptly give notice to the Project Manager, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price.
	4.24.3	After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
5. Nominated Subcontractors		
5.1 Definition of "nominated Subcontractor"	5.1.1	In the Contract, "nominated Subcontractor" means a Subcontractor: <ul style="list-style-type: none"> (a) who is stated in the Contract as being a nominated Subcontractor, or (b) whom the Project Manager, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].
5.2 Objection to Nomination	5.2.1	The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars.

	<p>5.2.2 An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:</p> <ul style="list-style-type: none"> (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength; (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall: <ul style="list-style-type: none"> (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract; (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities; and (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].
<p>5.3 Payments to nominated Subcontractors</p>	<p>5.3.1 The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Project Manager certifies to be due in accordance with the subcontract.</p>
	<p>5.3.2 These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].</p>
<p>5.4 Evidence of Payments</p>	<p>5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Project Manager may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.</p>
	<p>5.4.2 Unless the Contractor:</p> <ul style="list-style-type: none"> (a) submits this reasonable evidence to the Project

		<p>Manager, or</p> <p>(b) satisfies the Project Manager in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and submits to the Project Manager reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,</p> <p>then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.</p>
6. Staff and Labour		
6.1 Engagement of Staff and Labour	6.1.1	Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.
	6.1.2	The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within Tanzania.
6.2 Rates of Wages and Conditions of Labour	6.2.1	The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
	6.2.2	The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances, and any benefits as are subject to taxes under the Laws of Tanzania for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
6.3 Persons in the Service of Employer	6.3.1	The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 Labour Laws	6.4.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
	6.4.2 The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.
6.5 Working Hours	6.5.1 No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the SCC , unless: (a) otherwise stated in the Contract, (b) the Project Manager gives consent, or (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.
	6.5.2 The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification.
6.6 Facilities for Staff and Labour	6.6.1 Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification
	6.6.2 The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
6.7 Health and Safety	6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

	<p>6.7.2 Subject to Sub-Clause 6.7.1, the Contractor shall submit to the Project Manager for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works</p>
--	---

	<p>6.7.3 The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual shall set out all the health and safety requirements under the Contract, which shall include at a minimum:</p> <ul style="list-style-type: none"> a) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; b) details of the training to be provided, records to be kept; c) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); d) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, e) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; f) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6.1; and g) any other requirements stated in the Specification.
--	---

	<p>6.7.4 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective</p>
--	---

	measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and
6.7.5	The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require.
6.7.6	The Contractor shall conduct a COVID-19 and an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the COVID-19 and HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.
6.7.7	The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.
6.7.8	The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose

6.8 Contractor's Superintendence	6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.
	6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
6.9 Contractor's Personnel	6.9.1 The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.
	6.9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Persons in the Service of Employer]; (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).
	6.9.3 If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.
	Subject to the requirements in Sub-Clause 4.3 [Contractor's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being

		carried out, any Contractor's Personnel who engages in (a), (b), (c), (d),(e) or (g) above or has been recruited as stated in (f) above."
6.10 Records of Contractor's Personnel and Equipment	6.10.1	The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Project Manager, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.11 Disorderly Conduct	6.11.1	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.12 Key Personnel	6.12.1	The Contractor shall, if specified in the Employer's Requirements, appoint the natural persons named in the Tender to the positions of Key Personnel, If not so named, or if an appointed person fails to act in the relevant position of Key Personnel, the Contractor shall submit to the Project Manager for consent the name and particulars of another person the Contractor proposes to appoint to such position. If consent is withheld or if the Project Manager does not respond within 14 days after receiving any such submission, by giving a Notice stating his/her objection to the appointment of such person (or replacement) with reasons, the Project Manager shall be deemed to have given his/her consent.
	6.12.2	The Contractor shall not, without the Project Manager's prior consent, revoke the appointment of any of the Key Personnel or appoint a replacement (unless the person is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Project Manager gives his/her consent to this replacement, or another replacement is appointed, under this Sub-Clause).
	6.12.3	All Key Personnel shall be based at the Site (or, where Works are being executed off the Site, at the location of the Works) for the whole time that the Works are being executed. If any of the Key Personnel is to be temporarily absent during execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Project Manager's prior consent.
	6.12.4	All Key Personnel shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a

		number deemed sufficient by the Project Manager.
6.13 Foreign Personnel	6.13.1	The Contractor may bring in to the country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
	6.13.2	The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in Tanzania of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
6.14 Supply of Foodstuffs and Water	6.14.1	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
	6.14.2	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.15 Measures against Insect and Pest Nuisance	6.15.1	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
6.16 Alcoholic Liquor or Drugs	6.16.1	The Contractor shall not, otherwise than in accordance with the Laws of Tanzania, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel.
6.17 Arms and Ammunition	6.17.1	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.18 Festivals and Religious Customs	6.18.1	The Contractor shall respect Tanzania's recognized festivals, days of rest and religious or other customs.

6.19 Funeral Arrangements	6.19.1 The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
----------------------------------	--

<p>6.20 Prohibition of Forced or Compulsory Labour</p>	<p>6.20.1 The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p>
	<p>6.20.2 No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p>6.21 Prohibition of Harmful Child Labour</p>	<p>6.21.1 The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the Laws of Tanzania specifies a higher age (the minimum age). The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p>
	<p>6.21.2 The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's consent. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.</p>

	<p>6.21.3 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none">(a) with exposure to physical, psychological or sexual abuse;(b) underground, underwater, working at heights or in confined spaces;(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
--	--

6.22 Employment Records of Workers	6.22.1 The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Project Manager, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
6.23 Workers' Organisations	6.23.1 In accordance with Tanzania's labour laws which recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.
	6.23.2 Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce
6.24 Non-Discrimination and Equal Opportunity	6.24.1 The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

	<p>6.24.2 Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC 6.21).</p>
--	--

6.25 Contractor's Personnel Grievance Mechanism	6.25.1 The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC 6.23, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.
	6.25.2 The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.
	6.25.3 The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.
	6.25.4 The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements
6.26 Training of Contractor's Personnel	6.26.1 The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training. As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel. The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.
7. Plant, Materials and Workmanship	
7.1 Manner of Execution	7.1.1 The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: <ul style="list-style-type: none"> (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the

Contract.	
7.2 Samples	<p>7.2.1 The Contractor shall submit the following samples of Materials, and relevant information, to the Project Manager for consent prior to using the Materials in or for the Works:</p> <ul style="list-style-type: none"> (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) additional samples instructed by the Project Manager as a Variation. <p>Each sample shall be labelled as to origin and intended use in the Works.</p>
7.3 Inspection	<p>7.3.1 The Employer's Personnel shall at all reasonable times:</p> <ul style="list-style-type: none"> (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.
	<p>7.3.2 The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p>
	<p>7.3.3 The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Project Manager does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>
7.4 Testing	<p>7.4.1 This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p>

	<p>7.4.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Project Manager, the time and place</p>
--	---

		for the specified testing of any Plant, Materials and other parts of the Works.
	7.4.3	The Project Manager may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
	7.4.5	The Project Manager shall give the Contractor not less than 24 hours' notice of the Project Manager's intention to attend the tests. If the Project Manager does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Project Manager, and the tests shall then be deemed to have been made in the Project Manager's presence.
	7.4.6	If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
	7.4.7	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	7.4.8	The Contractor shall promptly forward to the Project Manager duly certified reports of the tests. When the specified tests have been passed, the Project Manager shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Project Manager has not attended the tests, he shall be deemed to have accepted the readings as accurate.
7.5 Rejection	7.5.1	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

	7.5.2	If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer.
7.6 Remedial Work	7.6.1	Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to: <ul style="list-style-type: none"> (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
	7.6.2	The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
	7.6.3	If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer all costs arising from this failure.
7.7 Ownership of Plant and Materials	7.7.1	Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of Tanzania, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: <ul style="list-style-type: none"> (a) when it is incorporated in the Works; (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].
7.8 Royalties	7.8.1	Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for: <ul style="list-style-type: none"> (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that

		disposal areas within the Site are specified in the Contract.
8. Commencement, Delays and Suspension		
8.1 Commencement of Works	8.1.1	<p>Except otherwise specified in the SCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:</p> <p>(a) except if otherwise specified in the SCC, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 1.14.1 [Compliance with Laws] as required for the commencement of the Works; and</p> <p>(b) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.</p> <p>If the above said Project Manager's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Clause 16.2 [Termination by Contractor].</p>
	8.1.2	<p>Subject to Clause 4.1.7 on the Management Strategies and Implementation Plans and the C-ESMP, Sub-Clause 6.7.2 on the health and safety manual and Sub-Clause 4.22.2 on the security management plan, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay</p>
8.2 Time for Completion	8.2.1	<p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <p>(a) achieving the passing of the Tests on Completion, and</p> <p>(b) Completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].</p>
8.3 Programme	8.3.1	<p>The Contractor shall submit a detailed time programme to the Project Manager within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each</p>

	<p>programme shall include:</p> <ul style="list-style-type: none"> (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]), (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: <ul style="list-style-type: none"> (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.
8.3.2	<p>Unless the Project Manager, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.</p>
8.3.3	<p>The Contractor shall promptly give notice to the Project Manager of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].</p>
8.3.4	<p>If, at any time, the Project Manager gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Project Manager in accordance with this Sub-Clause.</p>

8.4 Extension of Time for Completion	8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking-Over of the Works and Sections] is or will be delayed by any of the following causes:
---	--

	<ul style="list-style-type: none"> (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract, (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, (c) exceptionally adverse climatic conditions, (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.
	<p>8.4.2 If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Project Manager in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Project Manager shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
8.5 Delays Caused by Authorities	<p>8.5.1 If the following conditions apply, namely:</p> <ul style="list-style-type: none"> (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Tanzania, (b) these authorities delay or disrupt the Contractor's work, and (c) the delay or disruption was Unforeseeable, <p>then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].</p>
8.6 Rate of Progress	<p>8.6.1 If, at any time:</p> <ul style="list-style-type: none"> (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], <p>other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Project Manager may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.</p>

	8.6.2	Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.
	8.6.3	Additional costs of revised methods, including acceleration measures, instructed by the Project Manager to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.
8.7 Delay Damages	8.7.1	If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall be subject to notice under Sub-Clause 2.4 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the SCC , which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the SCC .
	8.7.2	These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract
8.8 Suspension of Work	8.8.1	The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	8.8.2	The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension	8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
---------------------------------------	--

		<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p>
	8.9.2	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	8.9.3	The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].
8.10 Payment for Plant and Materials in Event of Suspension	8.10.1	<p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:</p> <p>(a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and</p> <p>(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Project Manager's instructions.</p>
8.11 Prolonged Suspension	8.11.1	If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Project Manager's permission to proceed. If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].
8.12 Resumption of Work	8.12.1	After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Project Manager an instruction to this effect under Clause 13 [Variations and Adjustments].
9. Tests on Completion		
9.1 Contractor's Obligations	9.1.1	The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance

		with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
	9.1.2	The Contractor shall give to the Project Manager not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Project Manager shall instruct.
	9.1.3	In considering the results of the Tests on Completion, the Project Manager shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Project Manager.
9.2 Delayed Tests	9.2.1	If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
	9.2.2	If the Tests on Completion are being unduly delayed by the Contractor, the Project Manager may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Project Manager.
	9.2.3	If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
9.3 Retesting	9.3.1	If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion	9.4.1	If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Project Manager shall be entitled to: (a) order further repetition of Tests on Completion under Sub-Clause 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the
--	--------------	---

		<p>Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or</p> <p>(c) issue a Taking-Over Certificate, if the Employer so requests.</p>
	9.4.2	<p>In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.4 [Employer's Claims] and Sub-Clause 3.6 [Determinations].</p>
10. Employer's Taking Over		
10.1 Taking Over of the Works and Sections	10.1.1	<p>Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p>
	10.1.2	<p>The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p>
	10.1.3	<p>The Project Manager shall, within 28 days after receiving the Contractor's application:</p> <p>(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before</p>

		issuing a further notice under this Sub-Clause.
	10.1.4	If the Project Manager fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.
10.2 Taking Over of Parts of the Works	10.2.1	The Project Manager may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.
	10.2.2	<p>The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:</p> <p>(a) the part which is used shall be deemed to have been taken over as from the date on which it is used,</p> <p>(b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and</p> <p>(c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part.</p>
	10.2.3	After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
	10.2.4	If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Project Manager and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine this Cost and profit.
	10.2.5	If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is

		included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.
10.3 Interference with Tests on Completion	10.3.1	If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
	10.3.2	The Project Manager shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Project Manager shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
	10.3.3	If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost plus profit, which shall be included in the Contract Price.
	10.3.4	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
10.4 Surfaces Requiring Reinstatement	10.4.1	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
11. Defects Liability		
11.1 Completion of Outstanding Work and Remedying Defects	11.1.1	In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as

		<p>practicable thereafter, the Contractor shall:</p> <p>(a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Project Manager, and</p> <p>(b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).</p>
	11.1.2	If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
11.2 Cost of Remedying Defects	11.2.1	<p>All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <p>(a) any design for which the Contractor is responsible,</p> <p>(b) Plant, Materials or workmanship not being in accordance with the Contract, or</p> <p>(c) failure by the Contractor to comply with any other obligation.</p>
	11.2.2	If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.
11.3 Extension of Defects Notification Period	11.3.1	The Employer shall be entitled subject to Sub-Clause 2.4 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.
	11.3.2	If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects	11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or
---------------------------------------	--

		damage is to be remedied. The Contractor shall be given reasonable notice of this date.
	11.4.2	<p>If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;</p> <p>(b) require the Project Manager to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.6 [Determinations]; or</p> <p>(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.</p>
11.5 Removal of Defective Work	11.5.1	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.</p>
11.6 Further Tests	11.6.1	<p>If the work of remedying of any defect or damage may affect the performance of the Works, the Project Manager may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.</p>
	11.6.2	<p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under GCC 11.2 [Cost of Remedying Defects], for the cost of the remedial work.</p>

11.7 Right of Access after Taking Over	11.7.1 Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
11.8 Contractor to Search	11.8.1 The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Project Manager in accordance with Sub-Clause 3.6 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Project Manager has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.
	11.9.2 The Project Manager shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.
	11.9.3 Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.10 Unfulfilled Obligations	11.10.1 After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.11 Clearance of Site	11.11.1 Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
	11.11.2 If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site

	<p>11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.</p>
--	---

12. Measurement and Evaluation	
12.1 Works to be Measured	<p>12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement at Completion], and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Project Manager requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <ul style="list-style-type: none"> (a) promptly either attend or send another qualified representative to assist the Project Manager in making the measurement, and (b) supply any particulars requested by the Project Manager.
	<p>12.1.2 If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Project Manager shall be accepted as accurate.</p>
	<p>12.1.3 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Project Manager. The Contractor shall, as and when requested, attend to examine and agree the records with the Project Manager, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.</p>
	<p>12.1.4 If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Project Manager of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Project Manager shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Project Manager within 14 days after being requested to examine the records, they shall be accepted as accurate.</p>
12.2 Method of Measurement	<p>12.2.1 Except as otherwise stated in the Contract and notwithstanding local practice:</p> <ul style="list-style-type: none"> (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
12.3 Evaluation	<p>12.3.1 Except as otherwise stated in the Contract, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine the Contract</p>

	Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
12.3.2	For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.
12.3.3	Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
12.3.4	<p>However, a new rate or price shall be appropriate for an item of work if:</p> <p>(a)</p> <ul style="list-style-type: none"> (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule, (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount, (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and (iv) this item is not specified in the Contract as a "fixed rate item"; <p style="text-align: center;">or</p> <p>(b)</p> <ul style="list-style-type: none"> (i) the work is instructed under Clause 13 [Variations and Adjustments], (ii) no rate or price is specified in the Contract for this item, and (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
12.3.5	Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

	12.3.6	Until such time as an appropriate rate or price is agreed or determined, the Project Manager shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned Works commences.
12.4 Omissions	12.4.1	<p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <p>(a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;</p> <p>(b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and</p> <p>(c) this cost is not deemed to be included in the evaluation of any substituted work;</p> <p>then the Contractor shall give notice to the Project Manager accordingly, with supporting particulars. Upon receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.</p>
13. Variations and Adjustments		
13.1 Right to Vary	13.1.1	Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.
	13.1.2	The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Project Manager shall cancel, confirm or vary the instruction.
	13.1.3	<p>Each Variation may include:</p> <p>(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),</p> <p>(b) changes to the quality and other characteristics of any item of work,</p> <p>(c) changes to the levels, positions and/or dimensions of any part of the Works,</p> <p>(d) omission of any work unless it is to be carried out by others,</p>

		<p>(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or</p> <p>(f) changes to the sequence or timing of the execution of the Works.</p>
	13.1.4	The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Project Manager instructs or approves a Variation.
13.2 Value Engineering	13.2.1	The Contractor may, at any time, submit to the Project Manager a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.
	13.2.2	The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].
	13.2.3	<p>If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p> <p>(a) the Contractor shall design this part,</p> <p>(b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and</p> <p>(c) if this change results in a reduction in the contract value of this part, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:</p> <p>(i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and</p> <p>(ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.</p> <p>However, if amount (i) is less than amount (ii), there shall not be a fee.</p>
13.3 Variation Procedure	13.3.1	If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by

	<p>submitting:</p> <ul style="list-style-type: none"> (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation.
	<p>13.3.2 The Project Manager shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.</p>
	<p>13.3.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Project Manager to the Contractor, who shall acknowledge receipt.</p>
	<p>13.3.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Project Manager instructs or approves otherwise in accordance with this Clause.</p>
<p>13.4 Payment in Applicable Currencies</p>	<p>13.4.1 If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.</p>
<p>13.5 Provisional Sums</p>	<p>13.5.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed. For each Provisional Sum, the Project Manager may instruct:</p> <ul style="list-style-type: none"> (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

	<ul style="list-style-type: none"> (i) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the SCC shall be applied.
	13.5.2 The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
	13.5.3 The Provisional Sum shall be used to cover the Employer's share of the DARB members' fees and expenses, in accordance with Clause 20. No prior instruction of the Project Manager shall be required with respect to the work of the DARB. The Contractor shall submit the DARB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment Certificates]
13.6 Daywork	13.6.1 For work of a minor or incidental nature, the Project Manager may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
	13.6.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
	13.6.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: <ul style="list-style-type: none"> (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used.
	13.6.4 One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager,

		prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].
13.7 Adjustments for Changes in Legislation	13.7.1	The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Tanzania (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
	13.7.2	If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price.
	13.7.3	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
	13.7.4	Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8.
13.8 Adjustments for Changes in Cost	13.8.1	In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
	13.8.2	If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
	13.8.3	The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment

	<p>Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:</p> $Pn = a + b \frac{Ln}{Lo} + c \frac{En}{Eo} + d \frac{Mn}{Mo} + \dots$ <p>where:</p> <p>“Pn” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the SCC ;</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;</p> <p>“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;</p> <p>“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date</p>
13.8.4	<p>The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.</p>
13.8.5	<p>In cases where the “currency of index” (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of Tanzania, of this relevant currency on the above date for which the index is required to be applicable.</p>

	13.8.6 Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of Interim Payment Certificates. When a current
--	--

	cost index is available, the adjustment shall be recalculated accordingly.
	13.8.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer.
	13.8.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.
14. Contract Price and Payment	
14.1 The Contract Price	<p>14.1.1 Unless otherwise stated in the SCC:</p> <ul style="list-style-type: none"> (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation]; (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: <ul style="list-style-type: none"> (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and (d) the Contractor shall submit to the Project Manager, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Project Manager may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it. (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

<p>14.2 Advance Payment</p>	<p>14.2.1 The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the SCC.</p>
	<p>14.2.2 Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the SCC, this Sub-Clause shall not apply.</p>
	<p>14.2.3 The Project Manager shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the SCC or in another form approved by the Employer.</p>
	<p>14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.</p>
	<p>14.2.5 Unless stated otherwise in the SCC, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Project Manager in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:</p> <ul style="list-style-type: none"> (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and (b) deductions shall be made at the amortisation rate stated in the SCC of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid;

	provided that the advance payment shall be completely repaid prior to the time when 90 per cent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.
	14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.
14.3 Application for Interim Payment Certificates	14.3.1 The Contractor shall submit a Statement in six copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

	<p>14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none">(a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in subparagraphs (b) to (g) below);(b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];(c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the SCC to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the SCC;(d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];(e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
--	---

		<p>(f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and</p> <p>(g) the deduction of amounts certified in all previous Payment Certificates.</p>
14.4 Schedule of Payments	14.4.1	<p>If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:</p> <p>(a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];</p> <p>(b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and</p> <p>(c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Project Manager may proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.</p>
	14.4.2	<p>If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.</p>
14.5 Plant and Materials intended for the Works	14.5.1	<p>If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].</p>
	14.5.2	<p>If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the SCC, this Sub-Clause shall not apply.</p> <p>The Project Manager shall determine and certify each</p>

addition if the following conditions are satisfied:

(a) the Contractor has:

- (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
- (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

(b) the relevant Plant and Materials:

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

or

(c) the relevant Plant and Materials:

- (i) are those listed in the Schedules for payment when delivered to the Site, and
- (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

	14.5.3 The additional amount to be certified shall be the equivalent of eighty percent of the Project Manager's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the
--	--

		contract value of the Plant and Materials.
	14.5.4	The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.
14.6 Issue of Interim Payment Certificates	14.6.1	No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Project Manager shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Project Manager fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Project Manager on the Statement.
	14.6.2	However, prior to issuing the Taking-Over Certificate for the Works, the Project Manager shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the SCC . In this event, the Project Manager shall give notice to the Contractor accordingly.
	14.6.3	An Interim Payment Certificate shall not be withheld for any other reason, although: <ul style="list-style-type: none"> (a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Project Manager, the value of this work or obligation may be withheld until the work or obligation has been performed. (c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the

	<p>following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s, or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s)."
14.6.4	<p>The Project Manager may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Project Manager's acceptance, approval, consent or satisfaction.</p>

14.7 Payment	14.7.1 The Employer shall pay to the Contractor: (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later; (b) the amount certified in each Interim Payment Certificate within 56 days after the Project Manager receives the Statement and supporting documents or, at a time when the funds or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted. Any discrepancy shall be rectified in the next
---------------------	--

		<p>payment to the Contractor; and</p> <p>(c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Government's fund (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.</p>
	14.7.2	<p>Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.</p>
14.8 Delayed Payment	14.8.1	<p>If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. All contractual obligations, including payments be discharged promptly and on time. Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.</p>
	14.8.2	<p>Unless otherwise stated in the SCC, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.</p>
	14.8.3	<p>The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.</p>
14.9 Payment of Retention Money	14.9.1	<p>When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Project Manager for payment to the Contractor.</p>
	14.9.2	<p>If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.</p>

	<p>14.9.3 Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Project Manager for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This</p>
--	--

	proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
14.9.4	However, if any work remains to be executed under Clause 11 [Defects Liability], the Project Manager shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
14.9.5	When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
14.9.6	Unless otherwise stated in the SCC , when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.
14.9.7	If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security

14.10 Statement at Completion	14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Project Manager six copies of a Statement at completion with supporting documents, in accordance
--------------------------------------	---

		with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing: <ul style="list-style-type: none"> (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works, (b) any further sums which the Contractor considers to be due, and (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.
	14.10.2	The Project Manager shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].
14.11 Application for Final Payment Certificate	14.11.1	Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Project Manager, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Project Manager: <ul style="list-style-type: none"> (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.
	14.11.2	If the Project Manager disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Project Manager may reasonably require within 28 days from receipt of the said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Project Manager the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".
	14.11.3	However if, following discussions between the Project Manager and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Project Manager shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Project Manager) a Final Statement.

<p>14.12 Discharge</p>	<p>14.12.1 When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.</p>
<p>14.13 Issue of Final Payment Certificate</p>	<p>14.13.1 Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Project Manager shall deliver to the Employer and to the Contractor, the Final Payment Certificate which shall state:</p> <ul style="list-style-type: none"> (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.
	<p>14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount as he fairly determines to be due.</p>
<p>14.14 Cessation of Employer's Liability</p>	<p>14.14.1 The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:</p> <ul style="list-style-type: none"> (a) in the Final Statement and also (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].
	<p>14.14.2 However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.</p>

<p>14.15 Currencies of Payment</p>	<p>14.15.1 The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:</p> <ul style="list-style-type: none"> (a) if the Accepted Contract Amount was expressed in Local Currency only: <ul style="list-style-type: none"> (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties; (ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and (iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above; (b) payment of the damages specified in the SCC, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies; (c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties; (d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and (e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of Tanzania.
<p>15. Termination by Employer</p>	
<p>15.1 Notice to Correct</p>	<p>15.1.1 If the Contractor fails to carry out any obligation under the Contract, the Project Manager may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.</p>

15.2 Termination by Employer	15.2.1 The Employer shall be entitled to terminate the Contract if the Contractor: (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1
-------------------------------------	---

	<p>[Notice to Correct],</p> <ul style="list-style-type: none"> (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails: <ul style="list-style-type: none"> (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it, (d) subcontracts the whole of the Works or assigns the Contract without the required agreement, (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: <ul style="list-style-type: none"> (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract, <p>or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.</p>
15.2.2	<p>In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.</p>
15.2.3	<p>The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p>
15.2.4	<p>The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Project</p>

	<p>Manager. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.</p>
	<p>15.2.5 After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.</p>
	<p>15.2.6 The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.</p>
<p>15.3 Valuation at Date of Termination</p>	<p>15.3.1 As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.</p>
<p>15.4 Payment after Termination</p>	<p>15.4.1 After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:</p> <ul style="list-style-type: none"> (a) proceed in accordance with Sub-Clause 2.4 [Employer's Claims], (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.
<p>15.5 Employer's Entitlement to Termination for Convenience</p>	<p>15.5.1 The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The</p>

		Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.4 [Payment on Termination].
	15.5.2	After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release].
15.6 Corrupt or Fraudulent Practices	15.6.1	If the Employer determines that the Contractor has engaged in corrupt, fraudulent or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 6.9 [Contractor's Personnel].
	15.6.2	For the purposes of this Sub-Clause: <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
16. Suspension and Termination by Contractor		
16.1 Contractor's Entitlement to Suspend Work	16.1.1	If the Project Manager fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.
	16.1.2	Notwithstanding the above, if the Government has suspended disbursements, which finances in whole or in part the execution of the Works, and no alternative funds are available, the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Employer having received the suspension

	notification from the Government.
16.1.3	The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].
16.1.4	If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
16.1.5	If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost plus profit, which shall be included in the Contract Price.
16.1.6	After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.

<p>16.2 Termination by Contractor</p>	<p>16.2.1 The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> (a) the Project Manager fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, (b) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.4 [Employer's Claims]), (c) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, (d) the Employer fails to comply with Sub-Clause 1.7 [Assignment], (e) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his
--	---

	<p>creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</p> <p>(g) In the event the Government suspends the funds from which part of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 for payments under Interim Payment certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], immediately take one or both of the following actions, namely (i) suspend work or reduce the rate of work, and (ii) terminate his employment under the Contract by giving notice to the Employer, with a copy to the Project Manager, such termination to take effect 14 days after the giving of the notice.</p> <p>(h) the Contractor does not receive the Project Manager's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].</p>
	<p>16.2.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of subparagraph (f) or (g), the Contractor may by notice terminate the Contract immediately.</p>
	<p>16.2.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>
<p>16.3 Cessation of Work and Removal of Contractor's Equipment</p>	<p>16.3.1 After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> (a) cease all further work, except for such work as may have been instructed by the Project Manager for the protection of life or property or for the safety of the Works, (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination	16.4.1 After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:
------------------------------------	---

		<ul style="list-style-type: none"> (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.
17. Risk and Responsibility		
17.1 Indemnities	17.1.1	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <ul style="list-style-type: none"> (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.
	17.1.2	<p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].</p>
17.2 Contractor's Care of the Works	17.2.1	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility</p>

		for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.
	17.2.2	After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.
	17.2.3	If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
	17.2.4	The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.
17.3 Employer's Risks	17.3.1	<p>The risks referred to in Sub-Clause 17.4 below, insofar as they directly affect the execution of the Works in the Country, are:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and

		(h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
17.4 Consequences of Employer's Risks	17.4.1	If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Project Manager and shall rectify this loss or damage to the extent required by the
	17.4.2	If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.
	17.4.3	After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
17.5 Intellectual and Industrial Property Rights	17.5.1	In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.
	17.5.2	Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
	17.5.3	The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: <ul style="list-style-type: none"> (a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer: <ul style="list-style-type: none"> (i) for a purpose other than that indicated by, or

		reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
	17.5.4	The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
	17.5.5	If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
17.6 Limitation of Liability	17.6.1	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
	17.6.2	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the SCC, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.
	17.6.3	This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.
17.7 Use of Employer's Accommodation/Facilities	17.7.1	The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of

	occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
	17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Project Manager.
18. Insurance	
18.1 General Requirements for Insurances	18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.
	18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
	18.1.3 Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
	18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
	18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

	18.1.6 The relevant insuring Party shall, within the respective periods stated in the SCC (calculated from the Commencement Date), submit to the other Party:
--	--

	<p>(a) evidence that the insurances described in this Clause have been effected, and</p> <p>(b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].</p>
	<p>18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Project Manager.</p>
	<p>18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.</p>
	<p>18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p>
	<p>18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p>
	<p>18.1.10 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party</p>
	<p>18.1.11 Payments by one Party to the other Party shall be subject to Sub-Clause 2.4 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.</p>
	<p>18.1.12 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the</p>

		insurance referred to Clause 18) with insurers from any eligible source country.
18.2 Insurance for Works and Contractor's Equipment	18.2.1	The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
	18.2.2	The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
	18.2.3	The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
	18.2.4	Unless otherwise stated in the SCC , insurances under this Sub-Clause: <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage, (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks], (d) shall also cover, to the extent specifically required in the Tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the SCC (if an amount is not so stated, this sub-paragraph (d) shall not apply), and (e) may however exclude loss of, damage to, and reinstatement of:

		<ul style="list-style-type: none"> (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below), (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship, (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and (iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
	18.2.5	If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.4 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].
18.3 Insurance against Injury to Persons and Damage to Property	18.3.1	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
	18.3.2	This insurance shall be for a limit per occurrence of not less than the amount stated in the SCC , with no limit on the number of occurrences. If an amount is not stated in the SCC , this Sub-Clause shall not apply.
	18.3.3	Unless otherwise stated in the SCC , the insurances specified in this Sub-Clause: <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things

		<p>insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and</p> <p>(d) may however exclude liability to the extent that it arises from:</p> <p>(i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,</p> <p>(ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and</p> <p>(iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.</p>
18.4 Insurance for Contractor's Personnel	18.4.1	The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
	18.4.2	The insurance shall cover the Employer and the Project Manager against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.
	18.4.3	The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.
19. Force Majeure		
19.1 Definition of Force Majeure	19.1.1	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(a) which is beyond a Party's control,</p> <p>(b) which such Party could not reasonably have provided against before entering into the Contract,</p> <p>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</p> <p>(d) which is not substantially attributable to the other Party.</p>

	19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
--	--

		<ul style="list-style-type: none"> (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
19.2 Notice of Force Majeure	19.2.1	If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
	19.2.2	The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
	19.2.3	Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
19.3 Duty to Minimise Delay	19.3.1	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
	19.3.2	A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
19.4 Consequences of Force Majeure	19.4.1	<p>If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

	(b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].
	19.4.2 After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine these matters.
19.5 Force Majeure Affecting Subcontractor	19.5.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.
19.6 Optional Termination, Payment and Release	19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].
	19.6.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include: <ul style="list-style-type: none"> (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

	<p>(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</p> <p>(e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.</p>
19.7 Release from Performance	<p>19.7.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <p>(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and</p> <p>(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.</p>
20. Claims, Disputes and Arbitration	
20.1 Contractor's Claims	<p>20.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.</p>
	<p>20.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p>
	<p>20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p>

	<p>20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.</p>
	<p>20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none"> (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
	<p>20.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p>

	<p>20.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.6 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p>
--	---

	20.1.8	Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
	20.1.9	If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer it to the Dispute Avoidance and Resolution Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision].
	20.1.10	The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
20.2 Appointment of the Dispute Avoidance and Resolution Board	20.2.1	Disputes shall be referred to a DARB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision]. The Parties shall appoint a DARB by the date stated in the SCC .
	20.2.2	The DARB shall comprise, as stated in the SCC , either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DARB shall comprise three persons, one of whom shall serve as chairman.
	20.2.3	If the Parties have not jointly appointed the DARB 21 days before the date stated in the SCC and the DARB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.
	20.2.4	The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Avoidance and Resolution Board Agreement contained in the Appendix B to these General Conditions, with such amendments as are agreed between them.

	<p>20.2.5 The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DARB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.</p>
	<p>20.2.6 If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.</p>
	<p>20.2.7 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DARB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.</p>
<p>20.3 Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board</p>	<p>20.3.1 If any of the following conditions apply, namely:</p> <ul style="list-style-type: none"> (a) the Parties fail to agree upon the appointment of the sole member of the DARB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Avoidance and Resolution Board], (b) either Party fails to nominate a member (for approval by the other Party) or fails to approve a member nominated by the other Party, of a DARB of three persons by such date, (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DARB by such date, or (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, <p>then the Appointing Entity or official named in the SCC shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DARB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.</p>

20.4 Obtaining Dispute Avoidance and Resolution Board's Decision	20.4.1 If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DARB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.
	20.4.2 For a DARB of three persons, the DARB shall be deemed to have received such reference on the date when it is received by the chairman of the DARB.
	20.4.3 Both Parties shall promptly make available to the DARB all such additional information, further access to the Site, and appropriate facilities, as the DARB may require for the purposes of making a decision on such dispute. The DARB shall be deemed to be not acting as arbitrator(s).
	20.4.4 Within 84 days after receiving such reference, or within such other period as may be proposed by the DARB and approved by both Parties, the DARB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
	20.4.5 If either Party is dissatisfied with the DARB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DARB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.
	20.4.6 In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Avoidance and Resolution Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Avoidance and Resolution Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.
	20.4.7 If the DARB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DARB's decision, then the decision shall become final and binding upon both Parties.

<p>20.5 Amicable Settlement</p>	<p>20.5.1 Where notice of dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.</p>
<p>20.6 Arbitration</p>	<p>20.6.1 Unless indicated otherwise in the SCC, any dispute not settled amicably and in respect of which the DARB's decision (if any) has not become final and binding shall be finally settled by arbitration with proceedings conducted in accordance with the laws of the Employer's country.</p>
	<p>20.6.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DARB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p>
	<p>20.6.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DARB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DARB shall be admissible in evidence in the arbitration.</p>
	<p>20.6.4 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DARB shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
<p>20.7 Failure to Comply with Dispute Avoidance and Resolution Board's Decision</p>	<p>20.7.1 In the event that a Party fails to comply with a DARB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.</p>
<p>20.8 Expiry of Dispute Avoidance and Resolution Board's Appointment</p>	<p>20.8.1 If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DARB in place, whether by reason of the expiry of the DARB's appointment or otherwise:</p> <ul style="list-style-type: none"> (a) Sub-Clause 20.4 [Obtaining Dispute Avoidance and Resolution Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and (b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].

LETTER OF NOTIFICATION TO AWARD

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH

Telegrams: "AFYA", DODOMA
Telephone: +255 026 2323267
Email: Ps@afya.go.tz.
(All letters should be addressed to
The Permanent Secretary)



Government City- Mtumba
Afya Street
P. O. Box 743
40478 DODOMA

Ref. No.CAB 209/549/03/87

4th April, 2022

Zonal Manager,
SUMA JKT,
P.O.BOX.
DAR ES SALAAM.

**RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO.
ME/007/2024-2022/HQ/W/13 PROPOSED CONSTRUCTION OF
ISOLATION TREATMENT CENTRE AT KISOPWA.**

Reference is made to the above heading.

2. Please be informed that, your Tender No: ME/007/2024-2022/HQ/W/13 submitted was approved by Ministerial Tender Board held on 2nd April, 2022.
3. The contract is hereby accepted by the Ministry of Health Community Development, Gender, Elderly and Children at a Contract sum of Tanzania Shillings Two Billion Nine Million (2,900,000,000) VAT Inclusive.

Thank you for your cooperation.


Dr. Seif A. Shekalaghe
ACTING PERMANENT SECRETARY

Copy: Chief Executive Officer
Public Procurement Regulatory Authority
P. O. Box 2865
Dodoma

Copy : The Controller and Auditor General
P. O. Box 950
Dodoma

Copy : Attorney General
Attorney General Chambers
Ministry of Justice and Constitutional
Affairs
P. O. Box 630
Dodoma.

Copy : Director
Technical Audit Unit
Ministry of Finance
P. O. Box 2802
Dodoma

Copy : Internal Auditor General
Ministry of Finance and Planning
P. O. Box 2802
Dodoma

Copy : Regional Manager,
Tanzania Revenue Authority,
P.O.Box 679
Dodoma

LETTER OF ACCEPTANCE



In Reply, Please Quote Ref No.
SUMAJKT CCL HQ/5000-2/F(MD)

SUMAJKT CONSTRUCTION COMPANY LIMITED

TEL: "JKT"
Telephone: DSM+255 22 2780248
0738 141514 & 0738141515
Email: info@sumajktccl.go.tz
Website: www.sumajktccl.go.tz

SUMAJKT Construction Co. Ltd,
Head Office,
P.O.Box 1694,
DAR ES SALAAM, 08 April, 2022

Permanent Secretary,
Ministry of Health Community Development
Gender, Elderly and Children,
P. O. Box 743,
DODOMA, Tanzania.

**RE: TENDER NO.ME/007/2024-2022/HQ/W/13 PROPOSED
CONSTRUCTION OF ISOLATION TREATMENT CENTER AT KISOPWA.**

SUB: LETTER OF ACCEPTANCE

Reference is made from your letter with reference No. **CAB 209/549/03/87** dated 08th April, 2022.

We are delighted to accept the award of the tender For Proposed Construction of Isolation Treatment Center at Kisopwa with Negotiated Price of **TZS 2,900,000,000.00 (Two Billion Nine Million and Zero Cent Only) VAT Inclusive** to cover Construction of Lot 1 (Suspected Building and Confirmed Building), Laundry and Mortuary.

Yours faithfully,



(I.J. Mgwami)
(I.J. Mgwami)
Captain
For: Managing Director

NEGOTIATION MINUTES

Project Name: Proposed Construction of Treatment Centre for Highly Infectious Disease at Kisopwa Dar es salaam

Conducted On: 31st March, 2022

Venue: NHIF Building – Ministry’s Office

SUBJECT OF PROCUREMENT: Proposed Construction of Treatment Centre for Highly Infectious Disease at Kisopwa Dar es salaam

Attendance

S/N	Name	Title	Organization	Position
1	Anthony Mkhotya	Engineer	MOH	Chairperson
2	Ebby Mwakajila	SO	MOH	Secretary
3	Peter Salyeem	QS	TBA	Member
4	Capt. MJ Kifua	Engineer	Suma JKT	Member
5	Julieth Matunda	QS	Suma JKT	Member

Attended AGENDA

1. Opening of the Meeting
2. Introduction and adoption of Agenda.
3. Discussion on the Contract Parameters
 - i). Scope of Assignment
 - ii). Contract Price
 - iii). Payment Modality
 - iv). Securities
 - v). Key Personnel /Staffing

- vi). Work Duration
- 4. AOB.
- 5. Closing of the meeting

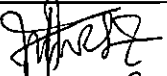
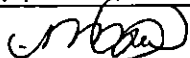
DISCUSSION AND RESOLUTIONS

S/N	PARTICULARS	DESCRIPTION
1	Opening of meeting.	Chairperson of the meeting called the meeting to order at 17:40hrs by welcoming remark to attendants.
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> • Member were self-introduced and hence the meeting was formed by the team from Client side (MOH Consultant (TBA) and Contractor side (M/S Suma JKT) • Negotiation parameters were shared to the team and accepted for further discussion and Negotiation
3	Discussion on Contract Parameters	<p>i). Scope of Assignment</p> <p>The scope issued to the Contractor was comprising 7 buildings (4 wards – suspect & Confirmed cases) 1 Staff Lounge, 1 Laundry, 1 Mortuary and Helipad. The submitted bid price was TZS 7,430,759,022.70 VAT Inclusive which was noted to be lower from the Engineers Estimate (TZS 7,520,894,527.23) by 1.2%</p> <p>However, due to budget constrain and compared to the available budget it was agreed to re- scope the number of buildings to be constructed.</p> <p>It was then agreed, that contractor will be liable to execute the project as per assigned scope, whereby the service works will be attended only 1st Fix to meet the available budget. Areas for execution are four buildings as follows;</p> <ul style="list-style-type: none"> • Construction of Suspect building Lot 1 and • Confirmed Building Lot 1 • Laundry Building • Mortuary Building

S/N	PARTICULARS	DESCRIPTION
		<p>ii). CONTRACT PRICE</p> <p>As a result, to the submitted bid price, it was agreed to reduce Preliminaries from TZS 312,000,000 to TZS 187,200,000 and hence the contract price agreed to be TZS 2,900,000,000 VAT Inclusive (after all the adjustments) as per available budget to cover construction of the above- mentioned buildings (Construction of Lot 1 wards (Two buildings - one building for suspect cases and one for Confirmed cases), Laundry and Mortuary.</p> <p>iii). Payment Modality</p> <p>a) 35% of advance payment upon submission of advance payment bond from the reputable insurer firms as the company is under Government entity.</p> <p>b) Recovery for Advance payment will 20% for each IPC and will be full covered at 80% of progress of project.</p> <p>c) 97.5% of contract sum to be paid through Interim Payment Certificate at stage of Practical Completion</p> <p>d) 2.5% (Retention Money) that supposed to be paid upon completion of Defect Liability Period will be paid at Practical Completion period whereby Contractor will be liable to submit Retention money bond in form of Insurance from the reputable Company</p> <p>iv). Securities</p> <p>Agreed that Contractor will submit all the necessary covers for Insurance policy</p> <p>v). Staffing / Key Personnel</p> <p>Contractor Confirmed to have all the key personnel as per submitted list</p>

S/N	PARTICULARS	DESCRIPTION
		<p>vi). Duration of the Project</p> <p>It was agreed that the project duration will be two (2) months from date the site possession.</p> <p>vii). Mobilization</p> <p>It was agreed that mobilization period will be seven days from the date of site possession.</p> <p>viii). Work schedule</p> <p>Agreed that contractor will submit a revised works schedule within seven days after site possession.</p> <p>ix). Insurance for the project.</p> <p>It was agreed that contractor will submit insurance bond from the reputable institutions to cover for Project performance</p>
4	AOB	It was agreed to enhance cooperation during implementation
5	Closing of meeting	The meeting was closed at 22:00hrs and the chairperson thanked all the members for their constructive comments that lead to meet the negotiation conclusion.

Representative members, to sign for minutes document on behalf of others and their organizations.

S/N	NAME OF OFFICER	DESIGNATION	INSTITUTION	SIGNATURE	DATE
1	Anthony Mkhotya	Engineer	MoH		01/04/2022
2	Capt. MJ Kifua	Engineer	Suma JKT		01/04/2022

NEGOTIATION MINUTES FOR THE PROPOSED CONSTRUCTION OF TREATMENT CENTRE FOR HIGHLY INFECTIOUS DISEASE AT KISOPWA DAR ES SALAAM

NEGOTIATION MEETING					
PROJECT NAME: CONSTRUCTION OF TREATMENT CENTRE FOR HIGHLY INFECTIOUS DISEASE					
VENUE FOR THE MEETING: MINISTRY'S OFFICE- DODOMA , NHIF BUILDING					
DATE: 31 MARCH, 2022					
S/N	NAME	TITLE	ORGANISATION	EMAIL ADDRESS	SIGNATURE
1	Anthony Mchotya	Eng	MOH	amchotya@gmail.com	<i>[Signature]</i>
2	Capt. M. Kijana	Eng	SUMA JKT	masanyalief@gmail.com	<i>[Signature]</i>
3	DS Peter Salyem	QS	TBA	peter.salyem@lagos.gov.ng	<i>[Signature]</i>
4	Eddy Mwakipila	SOI	MOH	murakanloshy@yahoo.com	<i>[Signature]</i>
5	Juli Amahundi	QS	SUMA JKT	juli.amahundi@gmail.com	<i>[Signature]</i>

PRICED BILL OF QUANTITIES

GENERAL SUMMARY

S/N	DESCRIPTION OF WORKS	PAGE	AMOUNT
1	Bill No. 1: PRELIMINARIES	8/1/8	200,000,000.00
2	Bill No. 2: PRIME COST AND PROVISIONAL SUMS	8/2/1	207,407,756.64
3	Bill No. 3: MEASURED WORKS-SUSPECT BUILDING LOT-1	3/S/1	763,279,660.00
6	Bill No. 6: MEASURED WORKS-CONFIRMED BUILDING LOT-1	6/S/1	869,011,470.00
8	Bill No. 8: MEASURED WORKS-MORTUARY BUILDING	8/S/1	194,704,830.00
9	Bill No. 9: MEASURED WORKS LAUNDRY BUILDING	9/S/1	203,223,402.00
	SUB-TOTAL -1		2,437,627,118.64
	ADD:		
	<u>Condition of Contract Clause 16</u>		
5	Allow for the cost of insurance in the joint names of the Employer and Contractor, against loss or damage to the Works, plants, materials, equipment etc.		10,000,000.00
	<u>Condition of Contract Clause 60</u>		
6	Allow for cost of providing performance security for 10% of the contract sum		10,000,000.00
	SUB-TOTAL-2		2,457,627,118.64
7	ADD: 18% VAT		442,372,881.36
	FIXED AMOUNT CARRIED TO FORM OF TENDER		2,900,000,000.00

Signed by.....For and on behalf of.....

In the capacity of.....dated this.....

Day of.....,2022

BILL NR 02 - PRIME COST AND PROVISIONAL SUMS

ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>BILL NR.02- PC AND PROVISIONAL SUMS</u>				
	<u>PRIME COST SUMS</u>				
A.	Electrical Installation and Fire fighting First Fix only				40,000,000.00
B	ICT Works Installation First Fix only				20,000,000.00
C	HVAV works Installation First Fix only				15,000,000.00
D	Medical Gas works Installation First Fix only				10,000,000.00
D	Plumbing works First Fix only				30,000,000.00
	<u>PROVISIONAL SUMS</u>				
E	Progress photographs.		Sum		1,000,000.00
F	Testing of materials.		Sum		10,000,000.00
G	Contigencies		Sum		81,407,756.64
	BILL NR. 2 – PC & PROVISIONAL SUMS CARRIED TO				207,407,756.64

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	ELEMENT NR 05. DOORS				
	<u>ALUMINIUM DOORS</u>				
	Supply and fix the following aluminum doors, powder coated alumium section including 6mm thick clear glass and all necessary accessories as per Project Manager's satisfaction				
A	Overall size 1000 x 3000mm high,	Nr	20	885,000	17,700,000
B	Overall size 1200 x 3000mm high with special washable materials,	Nr	15	1,062,000	15,930,000
C	Automatic door, overall size 1800 x 3000mm high with special washable materials,	Nr	2	1,595,000	3,190,000
	<u>Flush Doors</u>				
	50mm thick veneer finish to both sides doors; single panel				
D	1000x2100mm high single swing single action	24	Nr	300,000.0	7,200,000
E	Frames 50 x 150mm	125	m	55,000.00	6,875,000
	IRONMONGERY				
	Supply and fix the following ironmongery; to hardwood with matching screws.				
F	Door stopper	24	No	15,000	360,000
G	100mm butt hinges	36	Prs	15,500	558,000
H	2 lever mortice lock	24	Nr	135,000	3,240,000
J	Door signage FS-200 Disabled symbol	4	Nr	18,500	74,000
K	Door handle	4	Nr	160,000	640,000
	ELEMENT NR. 5 – DOORS CARRIED TO SUMMARY OF BILL NR. 3				55,767,000

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	<p><u>ELEMENT NR 06. WINDOWS AND SCREENS</u> ALUMINIUM WINDOWS</p> <p>Supply and fix the following aluminum windows, powder coated alumium section top and bottom section 35mm aluminium section and middle section to be 20mm connected with 8mm x 13mm butterfly and gasket, including 6mm thick clear glass and all necessary accessories as per Project Manager's satisfaction</p> <p>A Sliding windows, overall size 1200 x 2000mm high,</p> <p>B Sliding windows, overall size 800 x 700mm high,</p> <p>Supply and fix the following mashrabiya including all frames and necessary accessories as per Project Manager's satisfaction</p> <p>C Overall size 2400 x 2400mm high,</p>				
	<p>ELEMENT NR 06. WINDOWS AND SCREENS CARRIED TO SUMMARY OF BILL NR. 3</p>				<p>93,273,360</p>

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NR.7 - FINISHING</u>				
	<u>INTERNAL FINISHINGS</u>				
	<u>Floor; Wall and Ceiling Finishing:</u>				
	<u>Floor Finish</u>				
	<u>Porcelain tiles BS 1281 unpolished; fixed to bed with adhesives and pointed with colored tile grout, reference to be Approved by the Project Manager:</u>				
	10 mm; butt joints, razor cut at 45 degrees to cement and sand base; generally to;				
A	Floors	79	M ²	65,000	5,135,000.00
B	100mm high Skirting	36	M	6,500	234,000.00
	<u>Mortar; cement and sand (1:4);</u>				
	<u>30 mm one coat beds; screeded; to receive floor tiles; to concrete base; generally to</u>				
C	floors	79	M ²	10,000	790,000.00
D	100mm high Skirting	36	M	1,000	36,000.00
	<u>Epoxy finish to</u>				
E	floors	618	M ²	84,000	51,912,000.00
F	Skirting	335	M ²	84,000	28,140,000.00
	<u>WALL TILES</u>				
	<u>Unpolished porcelain tiles as per approved manufacturer</u>				
G	200 x 150 x 8mm joints ; laid regular pattern generally to walls over 300 mm wide	349	M ²	52,500	18,322,500.00
	12 mm one coat backings; screeded; to receive wall tiles; to concrete base, generally to				
H	Walls	349	M ²	8,000	2,792,000.00
	To collection				107,361,500

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>PLAIN SHEET FINISHINGS</u>				
	12mm thick moisture resistant gypsum plasterboard				
A	12mm butt joints to ceilings timber stud framework over 300mm wide ; horizontal ceilings ; over 3.5 metres but not exceeding 5.0 m above floor level	696	M ²	20,000	13,920,000.00
B	Ditto, 20X75mm Meranti Cornice	1,043	M	15,000	15,645,000.00
C	extra ; ceiling access panel	4	No	57,000	228,000.00
	<u>FRAMEWORK</u>				
	<u>BRANDERING</u>				
	Treated softwood concealed framework at 600 mm centres both ways for mounting gyproc or MDF sheeting ; all bracing and pinning together ; plugging and screwing framework at perimeter				
D	50 x 50mm treated softwood	2,449	M	6,000	14,694,000.00
	<u>INSITU FINISHINGS</u>				
	Render; 15 mm thick steel trowelled cement sand rendering (1;4) with white cement smooth steel trowelled finish to concrete or blockwork base; generally to				
E	external walls, beams & columns	593	M ²	8,000	4,744,000.00
	Internal Plaster; 15 mm thick steel trowelled cement sand rendering (1;4) with gypsum plaster smooth steel trowelled finish to concrete or blockwork base; generally to				
F	external walls, beams & columns	1,576	M ²	8,000	12,608,000.00
	TO COLLECTION				61,839,000
	<u>COLLECTION:</u>				
	Page 8/3/7/1				107,361,500
	Page8/3/7/2				61,839,000
	ELEMNT NO 7- FINISHES CARRIED TO SUMMARY OF BIII NR 03				169,200,500

PAINTING AND DECORATION

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR. 8 - PAINTING AND DECORATING				
	<u>INTERNAL WORK:</u>				
	<u>Prepare and apply one thinned coat and two full coats of acrylic emulsion paint as per the Architect's approval on:</u>				
	Steel trowelled plastered surfaces; internal				
A	Plastered walls, columns and beams	1,576	M ²	8,000	12,608,000.00
B	Gypsum board ceiling	696	M ²	8,000	5,568,000.00
	THREE COATS OF WEATHER GUARD PAINT				
	rendered surfaces; external				
C	Walls columns and beams	593	M ²	8,000	4,744,000.00
	Prepare and apply three coats polyurethane clear matt varnish : on wood work				
	Frames or the like				
D	over 200 mm not exceeding 300mm girth	250	M	3,000	750,000.00
	General surfaces				
E	over 300 mm girth	100	M ²	8,000	800,000.00
	ELEMENT NO 8- PAINTING AND DECORATION CARRIED TO SUMMARY OF BILL NO3				24,470,000.00

ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO 9: - PLUMBING AND DRAINAGE INSTALLATION <u>Supply and fix the following sanitary appliance including all connections and fixing to FLOORS or WALLS as necessary, reference CERA or equal approved by services Engineers.</u>				
A	Two piece western type low level W.C suite vitrious china to B.S 3402 s/p-trap, 6litres flushing tank with dual push button complete with all necessary accessories.	24	No	750,000	18,000,000
B	White vitreous china Asian type size 450x530x210mm with high level flushing cirstern 6litres capacity complete with flush valve cistern, cameo seat and cover with domex screws	1	No	450,000	450,000
C	Supply and install complete set of Disabled toilets with HWB,grab rails,mixer and all necessary accessories including HWB and handrails set as per Service Engineer approval	2	No	4,500,000	9,000,000
D	Finned and plain plastic W.C outlet connector to B.S 5627:1984	24	No	20,000	480,000
E	White vitreous china wash hand basin (HWB), size 550x440x200mm complete with self closing; semi pedestal and chain stay hole; fairline ½in pillar taps with clear acrylic handles; 1¼in bead chain waste and plug; 80cm slotted tail bolt stay; isovalve servicing valves. rubber plug with slotted tail; 32mm plastic bottle trap with 75mm seal. And other accesories	44	No	278,100	12,236,400
F	50mm Diameter high quality plastic floor drain (ALBETONY) with either one way or two way non trap built in concrete bed.	36	No	27,000	972,000
G	600 x 900 x 6mm thick looking mirror with beveled edges with alkaline resistance opaque material and	44	No	90,000	3,960,000
TO COLLECTION 1					45,098,400
ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
A	150mm long toilet roll holder (stainlessteel), plugged and screwedto blockwall Cerra or equal and approved by Services Engineer; "	24	No	38,800	931,200

B	20mm diameter heavy duty plastic towel single rail, 600mm long complete with matching end brackets plugged and screwed to wall	22	No	95,000	2,090,000
C	19mm wall mounted single lever shower mixer stand, with flow of maximum 15 litres/min, flexible shower rose, and wall brackets all chrome plate	22	No	350,000	7,700,000
D	Shuttuff (Douche spray) 13mm diameter X 1000mm long flexible hose "ALBETONY"	24	No	30,000	720,000
E	Laboratory sink	1	No	500,000	500,000
F	13mm Bib tape Sanwa	3	No	27,750	83,250
G	Supply and install ariston water heater 30Litres capacity	12	No	660,000	7,920,000
H	1000 x 600x 850 Metal stainless steel Sluice Sink with Sloppy hopper or as shall be approved by service Eng	1	No	476,000	476,000
J	Supply and install VERMONT - Soap dish	22	No	50,000	1,100,000
R	White Plastic ABS Soap Dispensers, Capacity: 500 mL	2	No	38,700	77,400
TO COLLECTION 1					21,597,850

ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>COLD WATER INSTALLATION:</u> <u>Dizany pipes, PN 20 Class E painted with special paint; including joints in running length. Fixing in accordance with manufacture's instructions.</u>				
	<u>Supply pipes:</u>				
A	Supply and install HDPE pipe 38mm internal diameter PN 10 with its connectors for water supply from the meter to the underground tank and from underground tank to the building	100	m	35,000	3,500,000
B	Supply and install HDPE pipe 25mm internal diameter PN 10 with its connectors for water supply to stand pipes	150	m	25,000	3,750,000
	<u>Distribution pipes:</u> <u>Dizayn pipes including screwed and socketed joints in running length:</u>				

C	38mm Diameter freely from upper tank	50	M	40,000	2,000,000
	Extra: elbow	4	No	15,000	60,000
	Ditto: Tee	4	No	22,000	88,000
	Ditto Socket	10	No	15,000	150,000
	Ditto Nipple	4	No	15,000	60,000
	Ditto Union	4	No	12,000	48,000
	Ditto Reducing bush 38×32	2	No	12,000	24,000
	Ditto Reducing bush 38×25	3	No	12,000	36,000
D	32mm Diameter freely from upper tank	55	M	20,000	1,100,000
	Extra: elbow	2	No	15,000	30,000
	Ditto: Tee	13	No	15,000	195,000
	Ditto Socket	13	No	12,000	156,000
	Ditto Nipple	13	No	12,000	156,000
	Ditto Reducing bush 32×25	4	No	12,000	48,000
E	25mm Diameter freely from upper tank	170	M	15,000	2,550,000
	Extra: elbow	28	No	9,500	266,000
	Ditto: Tee	18	No	9,500	171,000
	Ditto Socket	28	No	9,500	266,000
	Ditto Nipple	11	No	9,500	104,500
	Ditto Union	10	No	6,000	60,000
	Reducing bush 25×19	16	No	15,000	240,000
TO COLLECTION 1					15,058,500
ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
A	19 mm. Diameter supply pipes; in blockwork chase.	215	M	15,000	3,225,000
	Extra elbow	86	No	4,000	344,000
	Extra elbow brass female	30	No	4,000	120,000
	Ditto tee	101	No	4,000	404,000
	Ditto tee brass	26	No	4,500	117,000
	Ditto: gate valve	18	No	15,000	270,000
	Ditto socket	39	No	4,500	175,500
	Ditto: Nipple	0	No	4500	0
	Reducing socket 19×13	75	No	9,000	675,000
B	13mm diameter pipe in blockwall chase	175	M	10,000	1,750,000
	Extra; 13mm elbow.	55	No	4,000	220,000
	Extra; 13mm elbow brass	175	No	4,000	700,000
	Ditto; tee.	56	No	4,000	224,000
	Ditto; tee female brass	26	No	4,000	104,000
	Ditto; Nipple	26	No	4,000	104,000
	Ditto; Union	26	No	4,000	104,000

	Socket	30	No	4,000	120,000
C	<u>Flexible piping:</u>				
	Flexible pipe to cistern	24	No	25,700	616,800
	Flexible pipe to Hand Wash Basin	88	No	25,700	2,261,600
	Flexible pipe for sluice, crub sink and heater	30	No	25,700	771,000
	13mm Diameter angle valve	142	No	25,000	3,550,000
D	GENERAL ITEMS				
	Thread seal tape	200	No	2,000	400,000
	One litre Tangit glue	5	tin	12,000	60,000
TO COLLECTION 1					16,315,900
ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>WASTE AND VENT PIPES:</u>				
	<u>UPVC pipes; Class 'B'; including fittings in running length.</u>				
A	38mm Diameter pipe; in chase in block work.	390	M	40,000	15,600,000
	Extra; Equal tee 38×38×38.	87	No	22,000	1,914,000
	Extra; elbow	175	No	15,000	2,625,000
	Ditto; Plug	42	No	15,000	630,000
	Ditto; 45 elbow	12	No	15,000	180,000
	Ditto; Tee-Y	5	No	9,500	47,500
	50mm pipe	66	M	25,000	1,650,000
	Extra; Equal Tee	12	No	12,000	144,000
	Ditto; Inspection Elbow	12	No	12,000	144,000
	Ditto; plug	12	No	12,000	144,000
B	100mm Diameter PVC vent cap.	4	No	10,000	40,000
	<u>SOIL AND PIPES:</u>				
	<u>UPVC pipes and fittings; Class 'B'; in running lengths;</u>				
	<u>BS 4660 for underground pipes and B.S 3506 for pipes above ground.</u>				
C	100mm. Diameter pipes; in the floor	186	M	37,000	6,882,000
	Ditto; laid in trenches.	55	M	37,000	2,035,000
	Extra; 100mm plain bend.	52	No	18,000	936,000
	Ditto: Expansion bend	26	No	18,000	468,000
	Ditto; 100mm Equal Y-Tee .	3	No	12,000	36,000
	Extra; 100mm Equal Expansion-Tee	0	No	12,000	0
	Extra; 100mm 45 bend	3	No	18,000	54,000
D	150mmUPVC pipe laid in trenches.	450	M	43,800	19,710,000

E	Down pipe 100mm upvc PN 6 diameter pipes with socket for rain water collection from the gutter	70	M	37,000	2,590,000
	100mm rain water neck	60	pair	15,000	900,000
	100mm 45 bend/ shoe	60	No	15,000	900,000
F	150mmUPVC PN 6 pipe laid in trenches for Storm water management	300	M	43,800	13,140,000
TO COLLECTION 1					70,769,500
ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>Ancillaries:</u> <u>Draw off taps; stop valves; copper alloy to BS 5154 or BS 1010:</u>				
A	38 mmGate valve Pex PN 20/5154	3	No	85,500	256,500
B	25mmGate valve Pex PN 20/5154	3	No	59,600	178,800
C	19mmGate valve Pex PN 20/5154	31	No	35,000	1,085,000
D	13mm Diameter stop/angle valve	160	No	25,000	4,000,000
	<u>EQUIPMENT:</u> <u>FIRE FIGHTING INSTALLATIONS:</u>				
E	9Kg, dry powder 'NAFFCO' or any other equal and approved fire extinguishers, fixed to wall with and including brackets plugged on block work.	9	No	337,500	3,037,500
	<u>FOUL WATER DRAINAGE</u>				
F	Excavate trench to receive pipes; commencing at ground level; not exceeding 1.5m. deep; average 1000mm. deep; including grading bottom; backfilling and compacting and removal of surplus excavated material.	300	M	3,000	900,000
	<u>MANHOLE:</u>				
G	Construct standard manhole size 600 x 600mm average depth 1500mm deep; in 150mm. thick solid concrete blocks walls; 150mm. thick plain in-situ concrete grade '15' bed; complete with benching and all necessary pipe fittings; 1No. cast iron manholes covers and frames; finished to wall sides and top of slab with water proof cement and sand render; including excavation back filling and removal of surplus material; all as per and shown in the drawings.	30	No	400,000	12,000,000
	<u>GULLY TRAP</u>				

H	Construct a standard gully trap 300*300mm deep;in thick concrete block walls complete with benching and all fittings and gully trap cover	16	No	200,000	3,200,000
TO COLLECTION 1					24,657,800
ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
A	TESTING Allow for testing and commisioning the whole plumbing and drainage isntallation as per service Engineer approval	1	Item	5,000,000	5,000,000
B	PROVISION SUMS: Provision of connection to sewerage system to the treatment plant including re-rooting the network and waste water treatment plant	1	Item	5,000,000	5,000,000
C	Provison of Solid waste Management	1	Item	10,000,000	10,000,000
TO COLLECTION					20,000,000
<u>COLLECTION</u>					
Page No. 8/3/9/1					45,098,400
Page No.8/4/9/2					21,597,850
Page No. 8/3/9/3					15,058,500
Page No. 8/3/9/4					16,315,900
Page No. 8/3/9/5					70,769,500
Page No. 8/3/9/6					24,657,800
Page No. 8/3/9/7					20,000,000
ELEMENT NO 9- PLUMBING AND DRAINAGE INSTALLATION INSTALLATION CARRIED TO SUMMARY OF BILL NO3					213,497,950

	SUMMARY	PAGE	TOTAL
	<u>SUSPECT BUILDING - LOT 1</u>		
A	ELEMENT №. 01 - SUBSTRUCTURE; (ALL PROVISIONAL)	8/3/1/1	1,740,000
B	ELEMENT №. 02 - FRAMES AND WALLS	8/3/2/2	68,816,300
C	ELEMENT № 03 - GLASS PARTITIONS AND CLADDING	8/3/3/1	216,480,000
D	ELEMENT № 04 - ROOFING	8/3/4/2	123,532,500
E	ELEMENT № 05 - DOORS	8/3/5/1	55,767,000
F	ELEMENT № 06 - WINDOWS	8/3/6/1	93,273,360
G	ELEMENT № 07- FINISHES	8/3/7/2	169,200,500
H	ELEMENT № 08- PAINTING AND DECORATION	8/3/8/1	24,470,000
J	ELEMENT № 09- PLUMBING INSTALLATION.	8/3/9/7	NA
	<u>01: SUSPECT BUILDINGS LOT-1 CARRIED TO GENERAL SUMMARY</u>		753,279,660

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	10. FLOOR FINISHINGS <u>IN-SITU FINISHINGS</u> <u>TERRAZO FLOOR FINISH</u> Terrazo finishing laid to falls, crossfalls and slopes not exceeding 15 degrees from horizontal; 1 st coat 30mm thick cement and sand (1:3), 2 nd coat 30mm thick cement and terrazo chippings (1:2/1/2) ground with carborandum stone and polished to smooth surface including 20 x 3mm thick ebonite dividing strips laid horizontally to floor finish; generally to;				
A	30mm Thick terrazzo floor finishes	m2	211	55000	11,605,000
B	150mm high; skirting	m	157	8,250	1,295,250
	10. FLOOR FINISHINGS TO BILL NR. 6: MORTUARY BUILDING SUMMARY			TSHS	12,900,250.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	11. CEILING FINISHINGS				
	BRANDERING				
	Softwood; pressure impregnated with preservatives				
A	50x50mm treated softwood branderings	m	735	6,000.00	4,410,000.00
	PLAIN SHEET FINISHINGS				
	12mm thick moisture resistant gypsum plasterboard BS. 1230 Pt. 2 .1970 fixed to treated softwood brandering at 600mm centres (m/s) including all necessary accessories.	m2	211	20,000.00	4,220,000.00
C	extra; ceiling access panel	Nr.	2	57,000.00	114,000.00
	PAINTING AND DECORATING				
	Prepare and apply one thinned coat and two full coats of wash and wear silk emulsion (211m2)				
D	Gypsum board ceiling	m2	211	8,000.00	1,688,000.00
	11. CEILING FINISHINGS TO BILL NR. 6: MORTUARY BUILDING				10,432,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	<u>12 - PLUMBING AND DRAINAGE INSTALLATIONS FOR MORTUARY BUILDING</u>				
	Supply and fix the following sanitary appliances including all connections and fixing to FLOORS or WALLS as necessary, reference CERA or equal				
A	Two piece western type low level w.c suite vitreous china to B.S 3402 s/p-trap, 6litres flushing tank with dual push button complete with all necessary accessories	1	No	750,000.00	750,000.00
B	Finned and plain plastic W.C outlet connector to B.S 5627:1984	1	No	20,000.00	20,000.00
C	White vitreous china wash hand basin (HWB), size 550x440x200mm complete with self closing; semi pedestal and chain stay hole; fairline ½in pillar taps with clear acrylic handles; 1½in bead chain waste and plug; 80cm slotted tail bolt stay; isovalve servicing valves. rubber plug with slotted tail; 32mm plastic bottle trap with 75mm seal. And	4	No	278,100.00	1,112,400.00
D	50mm Diameter high quality plastic floor drain (ALBETONY) with either one way or two way non trap built in concrete bed.	1	No	27,000.00	27,000.00
E	600 x 900 x 8mm thick looking mirror with beveled edges with alkaline resistance opaque material and 'domex' varnish to tiled surfaces	2	No	90,000.00	180,000.00
F	SHOWER (Douche spray) 15mm diameter X 1000mm long flexible hose "ALBETONY"	1	No	30,000.00	30,000.00
	To Collection			TSH	2,119,400.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	13mm Bib tape Sanwa	1	No	27,750.00	27,750.00
B	White Plastic ABS Soap Dispensers, Capacity: 500 mL	1	No	38,700.00	38,700.00
	<u>COLD WATER INSTALLATION:</u>				
	<u>Dizany pipes, PN 20 Class E painted with special</u>				
	<u>paint; including joints in running length.</u>				
	<u>Fixing in accordance with manufacture's instructions</u>				
	<u>Supply pipes:</u>				
C	Supply and install HDPE pipe 25mm internal diameter PN 10 with its connectors for water supply to stand pipes	30	m	20,000.00	600,000.00
	<u>Distribution pipes:</u>				
	<u>Dizayn pipes including screwed and socketted joints in running length:</u>				
D	Reducing bush 25×19	4	No	15,000.00	60,000.00
E	19 mm. Diameter supply pipes; in blockwall	18	M	15,000.00	270,000.00
F	Extra elbow	6	No	4,000.00	24,000.00
G	Extra elbow brass female	1	No	4,000.00	4,000.00
H	Ditto tee	2	No	4,000.00	8,000.00
J	Ditto tee brass	2	No	4,500.00	9,000.00
K	Ditto socket	3	No	4,500.00	13,500.00
L	Reducing socket 19×13	4	No	9,000.00	36,000.00
M	13mm diameter pipe in blockwall chase	4	M	10,000.00	40,000.00
		To Collection		TSH	1,130,950.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	Extra; 13mm elbow.	4	No	4,000.00	16,000.00
B	Extra; 13mm elbow brass	4	No	4,000.00	16,000.00
C	Ditto; tee.	1	No	4,000.00	4,000.00
D	Ditto; tee female brass	1	No	4,000.00	4,000.00
E	Socket	2	No	4,000.00	8,000.00
	<u>Flexible piping :</u>				
F	Flexible pipe to cistern	1	No	25,700.00	25,700.00
G	Flexible pipe to Hand Wash Basin	8	No	25,700.00	205,600.00
	GENERAL ITEMS				
H	Thread seal tape	10	No	2,000.00	20,000.00
J	500ml Tangit glue	1	tin	12,000.00	12,000.00
	<u>WASTE AND VENT PIPES :</u>				
	<u>UPVC pipes;Class 'B'; including fittings in running length.</u>				
K	52mm Diameter pipe, in chase in block	8	M	20,000.00	160,000.00
L	Extra; Equal tee 32×32×32.	4	No	15,000.00	60,000.00
M	Extra; elbow	12	No	15,000.00	180,000.00
N	Ditto; Plug	4	No	12,000.00	48,000.00
P	Ditto; 45 elbow	4	No	12,000.00	48,000.00
			To Collection	TSH	807,300.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	<u>SOIL AND PIPES :</u> <u>UPVC pipes and fittings; Class 'B'; in runnin</u> <u>lengths; BS 4660 for underground pipes and B.S 3506 for pipes above ground.</u>				
A	100mm. Diameter pipes; in the floor	3	M	37,000.00	111,000.00
B	Ditto; laid in trenches.	40	M	37,000.00	1,480,000.00
C	Extra; 100mm plain bend.	6	No	18,000.00	108,000.00
D	Ditto: Expansion bend	1	No	18,000.00	18,000.00
E	Extra; 100mm 45 bend	2	No	18,000.00	36,000.00
F	uPVC rain gutter and its accessories (cornes, connector, etc.)	48	m	28,000.00	1,344,000.00
G	Down pipe 100mm upvc PN 0 diameter pipes with socket for rain water collection from the gutter	20	m	28,000.00	560,000.00
H	100mm rain water neck	4	pair	15,000.00	60,000.00
J	100mm 45 bend/ shoe	4	No	15,000.00	60,000.00
	<u>Ancillaries :</u> <u>Draw off taps; stop valves; copper alloy to BS 5154 or BS 1010 :</u>				
K	19mm Gate valve Pex PN 20/5154	4	No	35,000.00	140,000.00
L	13mm Diameter stop/angle valve	10	No	25,000.00	250,000.00
	To Collection				4,167,000.00
ITEM	DESCRIPTION OF WORKS	UNIT	QTY		

NO	DESCRIPTION OF WORKS	UNIT	QTY		
	<u>EQUIPMENT:</u> <u>FIRE FIGHTING INSTALLATIONS:</u>				
A	9kg, dry powder (NAFFCO) or any other equal and approved fire extinguishers, fixed to wall with and including brackets attached on block	2	No	337,500.00	675,000.00
	<u>FOUL WATER DRAINAGE</u>				
B	Excavate trench to receive pipes; commencing at ground level; not exceeding 1.5m. deep; average 1000mm. deep; including grading bottom; backfilling and compacting and removal of surplus excavated	70	M	3,000.00	210,000.00
	<u>MANHOLE:</u>				
C	Construct standard manhole size 600 x 600mm average depth 1500mm deep; in 150mm. thick solid concrete blocks walls; 150mm. thick plain in-situ concrete grade '15' bed; complete with benching and all necessary pipe fittings; 1No. cast iron manholes covers and frames; finished to wall sides and top of slab with water proof cement and sand render; including excavation back filling and removal of surplus material. all as	7	No	400,000.00	2,800,000.00
	<u>GULLY TRAP</u>				
D	Construct a standard gully trap 300*300mm deep; in thick concrete block walls complete with benching and all fittings and gully trap cover	4	No	200,000.00	800,000.00
	<u>TESTING</u>				
E	Allow for testing and commissioning the whole plumbing and drainage installation as per service Engineer approval	1	Item	5,000,000.00	5,000,000.00
To Collection				TSH	9,485,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	PROVISION SUMS: Provision of connection to sewerage system to the treatment plant including re-rooting the network Provison of Solid waste Management	1	Item	10,000,000.00	10,000,000.00
To Collection				TSH	10,000,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	COLLECTION Page Nr 8/6/12/1 Page Nr 8/6/12/2 Page Nr 8/6/12/3 Page Nr 8/6/12/4 Page Nr 8/6/12/5 Page Nr 8/6/12/6				2,119,400.00 1,130,950.00 807,300.00 4,167,000.00 9,485,000.00 10,000,000.00
12. PLUMBING AND TO BILL NR. 6: MORTUARY BUILDING SUMMARY					27,709,650.00

	<u>BILL NR. 06: MORTUARY BUILDING</u>	<u>PAGE</u>	<u>TOTAL</u>
	<u>SUMMARY</u>		T.Shs
A	ELEMENT №. 01 - SUBSTRUCTURE; (ALL PROVISIONAL)	8/6/1/5	70,399,450
B	ELEMENT №. 02 - FRAMES AND WALLING	8/6/2/3	27,740,500
C	ELEMENT № 03-STAIRCASES		
D	ELEMENT № 04 - GLASS PARTITIONS AND CLADDING		
E	ELEMENT No 05 - ROOFING	8/6/5/3	20,335,200
F	ELEMENT № 06 - DOORS	8/6/7/1	28,905,280
G	ELEMENT № 07 - WINDOWS	8/6/7/1	11,237,150
H	ELEMENT № 08- EXTERNAL WALL FINISHES	8/6/8/1	3,632,000
J	ELEMENT № 09- INTERNAL WALL FINISHES	8/6/9/1	9,123,000
K	ELEMENT № 10- FLOOR FINISHES	8/6/10/1	12,900,250
L	ELEMENT № 11- CEILING FINISHES	8/6/11/1	10,432,000
M	ELEMENT № 12- PLUMBING AND DRAINAGE INSTALLATIONS	8/6/12/12	NA
	<u>BILL NR. 06: MORTUARY BUILDING CARRIED TO GENERAL SUMMARY</u>	T.Shs	194,704,830

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	ELEMENT NO. 8 - FITTINGS AND FIXTURES				
	WORKTOPS; GRANITE FIXED AS PER MANUFACTURERS SPECIFICATIONS				
	Vanitory Units				
A	2000 x 450 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,300,470.00	1,300,470.00
B	2000 x 500 x 900mm high overall; allowing for all necessary sub-framing; granite worktop with cut-outs for two basins; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	4	1,405,740.00	5,622,960.00
C	2300 x 600 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,792,150.00	1,792,150.00
D	2460 x 500 x 900mm high overall; allowing for all necessary sub-framing; granite worktop with cut-outs for three basins; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,652,890.00	1,652,890.00
To Collection				TSH	10,368,470.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	2800 x 500 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	2	1,791,710.00	3,583,420.00
B	3000 x 450 x 850mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,786,230.00	1,786,230.00
C	5500 x 600 x 850mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	2	3,857,545.00	7,715,090.00
To Collection				TSH	13,084,740.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	ELEMENT NO. 8 - FITTINGS AND FIXTURES Page : 8/8/8/1 Page : 8/8/8/2				10,368,470.00 13,084,740.00
	08 FITTING AND FIXTURES TO BILL NR. 8: CONFIRMED BUILDING SUMMARY				23,453,210.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
ELEMENT No. 9 - PLUMBING AND DRAINAGE INSTALLATIONS					
<i>Supply and fix the following sanitary appliances including all connections and fixing to FLOORS or WALLS as necessary, reference CERA or equal approved by services Engineers.</i>					
A	Two piece western type low level W.C suite vitrious china to B.S 3402 s/p-trap, 6litres flushing tank with dual push button complete with all necessary accessories.	1	No	750,000	750,000
B	White vitreous china Asian type size 450x530x210mm with high level flushing cirstern 6litres capacity complete with flush valve cistern, cameo seat and cover with domex screws	5	No	450,000	2,250,000
C	Supply and install complete set of Disabled toilets with HWB,grab rails,mixer and all necessary accessories including HWB and handrails set as per Service Engineer approval	2	No	4,500,000	9,000,000
D	Finned and plain plastic W.C outlet connector to B.S 5627:1984	3	No	20,000	60,000
To Collection				TSH	12,060,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	White vitreous china wash hand basin (HWB), size 550x440x200mm complete with self closing; semi pedestal and chain stay hole; fairline ½in pillar taps with clear acrylic handles; 1¼in bead chain waste and plug; 80cm slotted tail bolt stay; isovalve servicing valves. rubber plug with slotted tail; 32mm plastic bottle trap with 75mm seal. And other accessories "Cera "	20	No	278,100	5,562,000
B	50mm Diameter high quality plastic floor drain (ALBETONY) with either one way or two way non trap built in concrete bed.	14	No	27,000	378,000
C	600 x 900 x 6mm thick looking mirror with beveled edges with alkaline resistance opaque material and „domex“ screws to tiled surfaces.	20	No	90,000	1,800,000
D	150mm long toilet roll holder (stainlesssteel), plugged and screwed to blockwall Cerra or equal and approved by Services Engineer; "	8	No	38,800	310,400
E	20mm diameter heavy duty plastic towel single rail, 600mm long complete with matching end brackets plugged and screwed to wall	6	No	95,000	570,000
F	Shuttuff (Douche spray) 13mm diameter X 1000mm long flexible hose "ALBETONY"	8	No	30,000	240,000
G	Stainless steel wall hung scrub sink single bowl with	1	No	476,000	476,000
H	13mm Bib tape Sanwa	2	No	27,750	55,500
J	Supply and install ariston water heater 30Litres capacity	3	No	660,000	1,980,000
To Collection					11,371,900.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY		AMOUNT TSHS
A	1000 x 600x 850 Metal stainless steel Sluice Sink with Sloppy hopper or as shall be approved by service Eng	2	No	476,000	952,000
B	Supply and install VERMONT - Soap dish	6	No	50,000	300,000
C	White Plastic ABS Soap Dispensers, Capacity: 500 mL	4	No	38,700	154,800
	<u>COLD WATER INSTALLATION:</u>				
	<u>Disayn pipes,PN 20 Class E painted with special paint; including joints in running length.Fixing in accordance with manufacture's instructions.</u>				
	<u>Supply pipes:</u>				
	<u>Distribution pipes:</u>				
	<u>Disayn pipes including screwed and socketted joints in running length:</u>				
D	32mm Diameter freely from upper tank	55	M	20,000	1,100,000
E	Extra: elbow	2	No	15,000	30,000
F	Ditto: Tee	13	No	15,000	195,000
G	Ditto Socket	13	No	12,000	156,000
H	Ditto Nipple	13	No	12,000	156,000
J	25mm Diameter freely from upper tank	170	M	15,000	2,550,000
K	Extra: elbow	28	No	9,500	266,000
L	Ditto: Tee	18	No	9,500	171,000
M	Ditto Socket	28	No	9,500	266,000
	To Collection			TSH	6,296,800.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	Ditto Nipple	11	No	9,500	104,500
B	Ditto Union	10	No	6,000	60,000
C	Reducing bush 25×19	16	No	15,000	240,000
D	19 mm. Diameter supply pipes; in blockwork chase.	90	M	15,000	1,350,000
E	Extra elbow	24	No	4,000	96,000
F	Extra elbow brass female	5	No	4,000	20,000
G	Ditto tee	26	No	4,000	104,000
H	Ditto tee brass	10	No	4,500	45,000
J	Ditto: gate valve	14	No	15,000	210,000
K	Ditto socket	10	No	4,500	45,000
L	Ditto: Nipple	0	No	4,500	0
M	Reducing socket 19×13	15	No	9,000	135,000
N	13mm diameter pipe in blockwall chase	100	M	10,000	1,000,000
P	Extra; 13mm elbow.	20	No	4,000	80,000
Q	Extra; 13mm elbow brass	55	No	4,000	220,000
R	Ditto; tee.	10	No	4,000	40,000
S	Ditto; tee female brass	10	No	4,000	40,000
T	Socket	10	No	4,000	40,000
				To Collection TSH	3,829,500.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	<u>Flexible piping:</u>				
A	Flexible pipe to cistern	8	No	25,700	205,600
B	Flexible pipe to Hand Wash Basin	40	No	25,700	1,028,000
C	Flexible pipe for sluice, crub sink and heater	30	No	25,700	771,000
D	13mm Diameter angle valve	78	No	25,000	1,950,000
	GENERAL ITEMS				
E	Thread seal tape	300	No	2,000	600,000
F	One litre Tangit glue	3	tin	12,000	36,000
	<u>WASTE AND VENT PIPES:</u>				
	<u>UPVC pipes,Class 'B'; including fittings in running length.</u>				
G	38mm Diameter pipe; in chase in block work.	180	M	40,000	7,200,000
H	Extra; Equal tee 38×38×38.	42	No	22,000	924,000
J	Extra; elbow	46	No	15,000	690,000
K	Ditto; Plug	32	No	15,000	480,000
L	Ditto; 45 elbow	10	No	15,000	150,000
M	Ditto; Tee-Y	5	No	9,500	47,500
N	50mm pipe	66	M	25,000	1,650,000
P	Extra; Equal Tee	5	No	12,000	60,000
Q	Ditto; Inspection Elbow	15	No	12,000	180,000
R	Ditto; plug	5	No	12,000	60,000
	To Collection			TSH	16,032,100.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	100mm Diameter PVC vent cap.	4	No	175,200	700,800
	<u>SOIL AND PIPES:</u> <u>UPVC pipes and fittings; Class 'B'; in running lengths; BS 4660 for underground pipes and B.S 3506 for pipes above ground.</u>				
B	100mm. Diameter pipes; in the floor	80	M	37,000	2,960,000
C	Ditto; laid in trenches.	70	M	37,000	2,590,000
D	Extra; 100mm plain bend.	25	No	18,000	450,000
E	Ditto: Expansion bend	12	No	18,000	216,000
F	Ditto; 100mm Equal Y-Tee .	2	No	12,000	24,000
G	Extra; 100mm Equal Expansion-Tee	0	No	12,000	0
H	Extra; 100mm 45 bend	4	No	18,000	72,000
J	150mmUPVC pipe laid in trenches.	450	M	43,800	19,710,000
K	Down pipe 100mm upvc PN 6 diameter pipes with socket for rain water collection from the gutter	70	M	37,000	2,590,000
	100mm rain water neck	60	pair	15,000	900,000
	100mm 45 bend/ shoe	60	No	15,000	900,000
L	150mmUPVC pipe class B laid in trenches for Storm water management	240	M	43,800	10,512,000
	<u>Ancillaries: Draw off taps; stop valves; copper al lay to BS 5154 or BS 1010;</u>				
M	38 mmGate valve Pex PN 20/5154	5	No	85,500	427,500
To Collection				TSH	42,052,300.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	25mm Gate valve Pex PN 20/5154	6	No	59,600	357,600
B	19mm Gate valve Pex PN 20/5154	31	No	35,000	1,085,000
C	13mm Diameter stop/angle valve	180	No	25,000	4,500,000
<u>WATER STORAGE TANKS:</u>					
D	Supply and install Elevated water storage tank "SIMTANK" of 5000 liters capacity elevated to structural supports including ball valve; high and low DOMINO float switch, cover and all necessary perforations for supply, distribution, overflow and washout pipes all as per Engineers instructions.	4	No	1,850,000	7,400,000
E	Construct underground water storage tank "Concrete" 100,000 Liters capacity including ball valve; cover and all necessary perforations for supply, distribution, overflow and washout pipes all as per Engineers instructions.	1	No	50,000,000	50,000,000
F	Supply and fix water booster pumps, "GRUNDFOS" automatic Type: CM5-2A; Flow: Q = 5-20m ³ /h; H: H = 23-35m; Power: 2.2kW or equivalent and approved; connecting to pipes as necessary; fixed on and including concrete base and grille cage with corrugated sheet cover to protect pumps from rain ; padlock, and all as per Architect's instructions; complete in all aspects.	2	No	17,112,360	34,224,720
G	50mm Non -return valve	1	No	85,000	85,000
To Collection				TSH	97,652,320.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	<u>EQUIPMENT:</u>				
	<u>FIRE FIGHTING INSTALLATIONS:</u>				
A	9Kg, dry powder „NAFFCO“ or any other equal and approved fire extinguishers, fixed to wall with and including brackets plugged on block work.	9	No	195,000	1,755,000
	FOUL WATER DRAINAGE				
B	Excavate trench to receive pipes; commencing at ground level; not exceeding 1.5m. deep; average 1000mm. deep; including grading bottom; backfilling and compacting and removal of surplus excavated material.	300	M	2,500	750,000
	<u>MANHOLE:</u>				
C	Construct standard manhole size 600 x 600mm average depth 1500mm deep; in 150mm. thick solid concrete blocks walls; 150mm. thick plain in-situ concrete grade „15“ bed; complete with benching and all necessary pipe fittings; 1No. cast iron manholes covers and frames; finished to wall sides and top of slab with water proof cement and sand render; including excavation back filling and removal of surplus material; all as per and shown in the drawings.	30	No	200,000	6,000,000
	<u>GULLY TRAP</u>				
D	Construct a standard gully trap 300*300mm deep;in thick concrete block walls complete with benching and all fittings and gully trap cover	12	No	50,000	600,000
	To Collection			TSH	9,105,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
A	<p>TESTING</p> <p>Allow for testing and commisioning the whole plumbing and drainage isntallation as per service Engineer approval</p>	1	Item	5,000,000	5,000,000
B	<p>PROVISION SUMS:</p> <p>Provison of Solid waste Management</p>	1	Item	10,000,000	10,000,000
	To Collection			TSH	15,000,000.00

ITEM NO	DESCRIPTION OF WORKS	UNIT	QTY	RATE TSHS	AMOUNT TSHS
	ELEMENT No. 9 - PLUMBING AND DRAINAGE INSTALLATIONS				
	Page No. 8/8/9/1				12,060,000.00
	Page No. 8/8/9/2				11,371,900
	Page No. 8/8/9/3				6,296,800
	Page No. 8/8/9/4				3,829,500
	Page No. 8/8/9/5				16,032,100
	Page No. 8/8/9/6				42,052,300
	Page No. 8/8/9/7				97,652,320
	Page No. 8/8/9/8				9,105,000
	Page No. 8/8/9/9				15,000,000
09 PLUMBING AND DRAINAGE INSTALLATIONS					
TO BILL NR. 8: CONFIRMED BUILDING SUMMARY					213,399,920.00

1071.428571
2,800,000.00

	Description	Amount TSHS
	BILL NO. 2 - CONFIRMED TREATMENT BUILDING ELEMENT NO. 1 - SUBSTRUCTURE ELEMENT NO. 2 - FRAME AND WALLING ELEMENT NO. 3 - ROOFING ELEMENT NO. 4 - WINDOWS ELEMENT NO. 5 - DOORS ELEMENT NO. 6 - FINISHINGS ELEMENT NO. 7 - PAINTING AND DECORATION ELEMENT NO. 8 - FITTINGS AND FIXTURES ELEMENT NO. 9 - PLUMBING AND DRAINAGE INSTALLATIONS	 1,184,000.00 197,650,300.00 146,677,000.00 72,522,960.00 45,419,000.00 296,294,500.00 75,810,500.00 23,453,210.00 NA
	BILL NO 8: CONFIRMED BUILDINGS TO GENERAL SUMMARY TSHS	859,011,470.00

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT NO. 6 - FINISHINGS</u>				
	IN- SITU FINISHINGS; CEMENT AND SAND PLASTER OR RENDER; (1:4) RATIO; STEEL "TROWELLED"				
A	Work to walls and fins; externally; 25mm thick.	M ²	306	8,000.00	2,448,000
B	Work to walls; internally; 25mm thick.	M ²	330	8,000.00	2,640,000
	TILE, SLAB OR BLOCK FINISHINGS; FULL BODIED NON-SLIP HEAVY DUTY PORCELAIN TILES 300 X 300 X 10MM; FIXING WITH APPROVED ADHESIVE; GROUTING WITH APPROVED GROUT; OR OTHER EQUAL AND APPROVED To floors; 3mm joints straight both ways; level; to cement and sand base				
C	generally	M ²	163	67,500.00	11,002,500
	TILE, SLAB OR BLOCK FINISHINGS; UNPOLISHED PORCELAIN TILES X-ITALY SIZE 200 X 150 X 8MM; FIXING WITH APPROVED ADHESIVE; GROUTING WITH APPROVED GROUT; OR OTHER EQUAL AND APPROVED				
D	To walls; 3mm joints straight both ways; to cement and sand base generally	M ²	29	52,500.00	1,522,500
	BEDS AND BACKINGS; MORTAR; CEMENT AND SAND(1:3); TO RECEIVE TILES				
E	Beds screeded; to floors; level or to falls; to base; 31mm thick; to receive floor tiles Floors	M ²	163	10,000.00	1,630,000
	TO COLLECTION				19,243,000

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 6 - FINISHINGS (Cont'd)				
	BEDS AND BACKINGS; MORTAR; CEMENT AND SAND(1:3); TO RECEIVE TILES				
	Backings, floated; to walls; to blockwork base; 12mm thick;				
A	to receive wall tiles	M ²	150	8,000.00	1,200,000
	PLAIN SHEET FINISHINGS; GYPSUM BOARDS GYPROC				
	To ceilings; to timber base (m/s)				
B	ceilings;	M ²	158	22,000.00	3,476,000
C	extra; ceiling access panel	Nr	2	25,000.00	50,000
	STRUCTURAL TIMBERS; TREATED SOFTWOOD				
	Branding				
D	50 x 50mm	M	274	6,000.00	1,644,000
	TILE, SLAB OR BLOCK FINISHINGS; PRE-CAST CONCRETE PAVING SLABS, 600 X 600 X 40MM THICK; REINFORCED WITH BRC MESH; LAID ON AND INCLUDING 50MM THICK SAND BED				
	Pavements, butt joints straight both ways; to falls and cross- falls or slopes not exceeding 15 degrees from horizontal; to cement and sand base at drying area				
H		m2	75	26,250.00	1,968,750
	TO COLLECTION				8,338,750.00

	Description		Amount TSHS
	<p><u>ELEMENT NO. 6 - FINISHINGS</u></p> <p>Page : 8 /9/6/1</p> <p>Page : 8 /9/6/2</p>		<p>19,243,000.00</p> <p>8,338,750.00</p>
	<p>ELEMENT NO. 6- FINISHES CARRIED TO SUMMARY OF BILL NR. 09</p>		<p>27,581,750</p>

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT NO. 7 - PAINTING AND DECORATIONS</u>				
	PAINTING; EXTERNAL WORK; PREPARE AND APPLY ONE DURASEAL COAT, TWO FULL COATS WEATHER GUARD ACRYLIC PAINT; PLASTERED SURFACES; INCLUDING "A LAYER OF SKIMMING" SKIMMED ACRYLIC WALL PRIMER ONE COAT; COLOUR TO ARCHITECT APPROVAL				
A	Walls; over 300mm girth	M ²	306	29,500.00	9,027,000.00
	PAINTING; INTERNAL WORK; PREPARE AND APPLY ONE DURASEAL COAT, TWO FULL COATS WASH AND WEAR ACRYLIC PAINT; PLASTERED SURFACES; INCLUDING "A LAYER OF SKIMMING" SKIMMED ACRYLIC WALL PRIMER ONE COAT; COLOUR TO ARCHITECT APPROVAL				
B	Walls; over 300mm girth	M ²	330	29,500.00	9,735,000.00
	PAINTING; INTERNAL WORKS; ONE COAT WOOD PRIMER, TWO COATS CLEAR POLYURETHANE VARNISH SATIN FINISH; WOOD SURFACES				
C	Wooden frames surfaces	M ²	8	8,000.00	64,000.00
	PAINTING; INTERNAL AND EXTERNAL WORKS; PREPARE AND APPLY TWO DURASEAL COATS OF EMULSION PAINT; PLASTERED SURFACES				
D	Ceiling	M ²	158	8,000.00	1,264,000.00
	ELEMENT NO. 7-PAINTING AND DECORATION CARRIED TO SUMMARY OF BILL NR. 09				20,090,000.00

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 8 - FITTINGS AND FIXTURES				
	COMPOSITE ITEMS; DETERGENT STORE CABINET; IN HARDWOOD SELECTED MKONGO AS SHOWN ON ARCHITECTURAL DRAWINGS				
	drawer sides and runners, shelves, panel doors; including plinth in plain in-situ concrete grade 20; complete with ironmongery and decorations				
A	overall size 2000 x 750 x 2100mm high	Nr	1	4,500,000	4,500,000.00
	COMPOSITE ITEMS; LOCKERS; IN WHITE BEACH LAMINATE BOARD AS SHOWN ON ARCHITECT DRAWING				
	Lockers; framework, bearers, top, bottom, drawer sides and runners, shelves, panel doors; including plinth in plain in-situ concrete grade 20; complete with ironmongery and decorations				
B	overall size 1500 x 500 x 2100mm high	Nr	1	3,500,000	3,500,000.00
	HARDWOOD BENCHES OR ANY OTHER APPROVED AS SHOWN ON ARCHITECT DRAWING				
	To Changing Room Areas				
C	1900mm long x 350mm wide	Nr	2	90,000.00	180,000.00
	WORKTOPS; GRANITE FIXED AS PER MANUFACTURERS SPECIFICATIONS				
	Vanitory Units: Pantry area				
D	1200 x 500 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,100,000.00	1,100,000.00
E	2550 x 500 x 900mm high overall; allowing for all necessary sub-framing; granite worktop with cut-outs for one basins; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,200,000.00	1,200,000.00
	TO COLLECTION				10,480,000.00

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE	AMOUNT
	WORKTOPS; GRANITE FIXED AS PER MANUFACTURERS SPECIFICATIONS				
	Vanitory Units: Sorting area				
A	2800 x 800 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,791,710.00	1,791,710.00
	Vanitory Units: Storage area				
B	1600 x 450 x 900mm high overall; allowing for all	Nr	1	900,000.00	900,000.00
C	2550 x 450 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,791,710.00	1,791,710.00
	Vanitory Units: Top of detergent store				
D	2000 x 725 x 900mm high overall; allowing for all necessary sub-framing; granite worktop; granite downstand with polished metal edging; 150mm high granite stone skirting; assembling, bedding and pointing around unit	Nr	1	1,200,000.00	1,200,000.00
	DRYING AREA AND CLOTH LINES				
E	Excavate for pits not exceeding 1000mm deep with concrete to fix the poles and dispose the surplus soil.	Nr	12	20,000.00	240,000.00
F	Supply and fix 6mm rope as drying line fixed on the mild steel poles (M/S)	M	126	100,000.00	12,600,000.00
G	Supply and fix hollow section 50mm diameter pipe, primed and painted complete with pre drilled holes for the drying lines, 2m long with 700mm horizontal pipe section for fixing of cloth lines.	Nr	12	65,000.00	780,000.00
	TO COLLECTION				19,303,420.00

	DESCRIPTION		Amount TSHS
	<p><u>ELEMENT NO. 8 - FITTINGS AND FIXTURES</u></p> <p>Page : 8/9/8/1</p> <p>Page : 8/9/8/2</p>		<p>10,480,000.00</p> <p>19,303,420.00</p>
	<p>ELEMENT NO. 8-FITTING AND FIXTURES CARRIED TO SUMMARY OF BILL NR. 04</p>		<p>29,783,420</p>

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO 9: - PLUMBING AND DRAINAGE INSTALLATIONS FOR LAUNDRY BUILDING				
	<i>Supply and fix the following sanitary appliances including all connections and fixing to FLOORS or WALLS as necessary, reference CERA or equal approved by services Engineers.</i>				
A	White vitreous china Asian type size 450x530x210mm with high level flushing cirstern 6litres capacity complete with flush valve cistern, cameo seat and cover with domex screws	2	No	450,000	900,000
B	White vitreous china wash hand basin (HWB), size 550x440x200mm complete with self closing; semi pedestal and chain stay hole; fairline ½in pillar taps with clear acrylic handles; 1¼in bead chain waste and plug; 80cm slotted tail bolt stay; isovalve servicing valves. rubber plug with slotted tail; 32mm plastic bottle trap with 75mm seal. And other accesories	2	No	278,100	556,200
C	50mm Diameter high quality plastic floor drain (ALBETONY) with either one way or two way non trap built in concrete bed.	2	No	27,000	54,000
D	600 x 900 x 6mm thick looking mirror with beveled edges with alkaline resistance opaque material and 'domex' screws to tiled surfaces.	2	No	90,000	180,000
TO COLLECTION					1,690,200
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT

A	150mm long toilet roll holder (stainlesssteel), plugged and screwed to blockwall Cerra or equal and approved by Services Engineer; "	2	No	38,800	77,600
					0
B	20mm diameter heavy duty plastic towel single rail, 600mm long complete with matching end brackets plugged and screwed to wall	2	No	95,000	190,000
					0
C	19mm wall mounted single lever shower mixer stand, with flow of maximum 15 litres/min, flexible shower rose, and wall brackets all chrome plate	2	No	350,000	700,000
					0
D	Shuttuff (Douche spray) 13mm diameter X 1000mm long flexible hose "ALBETONY"	2	No	30,000	60,000
					0
					0
					0
F	13mm Bib tape Sanwa	2	No	27,000	54,000
					0
G	Supply and install ariston water heater 200Litres capacity	2	No	660,000	1,320,000
					0
H	Supply and install VERMONT - Soap dish	2	No	50,000	100,000
					0
J	White Plastic ABS Soap Dispensers, Capacity: 500 mL	2	No	38,000	76,000
					0
					0
	<i>COLD WATER INSTALLATION:</i>				
	<i>Dizany pipes, PN 20 Class E painted with special paint; including joints in running length. Fixing in accordance with manufacture's instructions.</i>				0
	<i>Supply pipes:</i>				0
	<i>Distribution pipes:</i>				0
	<i>Dizayn pipes including screwed and socketted joints in running length:</i>				0
					0
K	38mm Diameter freely from upper tank	20	M	40,000	800,000
TO COLLECTION					3,377,600
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT

A	Extra: elbow	10	No	15,000	150,000
B	Ditto: Tee	4	No	9,500	38,000
C	Ditto Socket	10	No	9,500	95,000
D	Ditto Nipple	4	No	9,500	38,000
E	Ditto Union	4	No	9,500	38,000
F	Ditto Reducing bush 38×32	4	No	12,000	48,000
G	Ditto Reducing bush 38×25	2	No	12,000	24,000
H	32mm Diameter freely from upper tank	15	M	20,000	300,000
J	Extra: elbow	10	No	15,000	150,000
K	Ditto: Tee	4	No	15,000	60,000
L	Ditto Socket	4	No	12,000	48,000
M	Ditto Nipple	2	No	12,000	24,000
N	Ditto Reducing bush 32×25	4	No		0
P	25mm Diameter freely from upper tank	15	M	15,000	225,000
Q	Extra: elbow	4	No	9,500	38,000
R	Ditto: Tee	1	No	9,500	9,500
S	Ditto Socket	4	No	9,500	38,000
T	Ditto Nipple	1	No	9,500	9,500
U	Ditto Union	1	No	6,000	6,000
V	Reducing bush 25×19	2	No	15,000	30,000
TO COLLECTION					1,369,000
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT

A	19 mm. Diameter supply pipes; in blockwork chase.	30	M	15,000	450,000
B	Extra elbow	8	No	4,000	32,000
C	Extra elbow brass female	2	No	4,000	8,000
D	Ditto tee	7	No	4,000	28,000
E	Ditto tee brass	2	No	4,000	8,000
F	Ditto socket	5	No	4,500	22,500
G	Reducing socket 19×13	4	No	9,000	36,000
H	13mm diameter pipe in blockwall chase	8	M	10,000	80,000
J	Extra; 13mm elbow.	10	No	4,000	40,000
K	Extra; 13mm elbow brass	8	No	4,000	32,000
L	Ditto; tee.	2	No	4,000	8,000
M	Ditto; tee female brass	2	No	4,000	8,000
N	Ditto; Nipple	2	No	4,000	8,000
P	Ditto; Union	2	No	4,000	8,000
Q	Socket	2	No	4,000	8,000
	<u>Flexible piping:</u>				
R	Flexible pipe to cistern	2	No	25,700	51,400
S	Flexible pipe to Hand Wash Basin	4	No	25,700	102,800
	GENERAL ITEMS				
T	Thread seal tape	30	No	2,000	60,000
TO COLLECTION					990,700
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT

A	One litre Tangit glue	1	tin	12,000	12,000
<u>WASTE AND VENT PIPES:</u>					
<u>UPVC pipes; Class 'B'; including fittings in running length.</u>					
B	38mm Diameter pipe; in chase in block work.	8	M	40,000	320,000
C	Extra; Equal tee 38×38×38.	2	No	22,000	44,000
D	Extra; elbow	4	No	15,000	60,000
E	Ditto; Plug	2	No	15,000	30,000
F	Ditto; 45 elbow	2	No	15,000	30,000
G	Ditto; Tee-Y	2	No	9,500	19,000
<u>SOIL AND PIPES:</u>					
<u>UPVC pipes and fittings; Class 'B'; in running lengths; BS 4660 for underground pipes and B.S 3506 for pipes above ground.</u>					
H	100mm. Diameter pipes; in the floor	10	M	37,000	370,000
J	Ditto; laid in trenches.	30	M	37,000	1,110,000
K	Extra; 100mm plain bend.	12	No	18,000	216,000
L	Ditto: Expansion bend	2	No	18,000	36,000
M	Ditto; 100mm Equal Y-Tee .	1	No	12,000	12,000
N	Extra; 100mm Equal Expansion-Tee	2	No	12,000	24,000
P	Extra; 100mm 45 bend	2	No	18,000	36,000
TO COLLECTION					2,319,000
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT

A	uPVC rain gutter and its accessories (cornes, connector, etc.)	35	M	28,000	980,000
B	Down pipe 100mm upvc PN 6 diameter pipes with socket for rain water collection from the gutter	20	M	28000	560,000
C	100mm rain water neck	4	pair	15,000	60,000
D	100mm 45 bend/ shoe	4	No	15,000	60,000
Ancillaries:					
Draw off taps; stop valves; copper alloy to BS 5154 or BS 1010:					
E	32 mm Gate valve Pex PN 20/5154	2	No	62,000	124,000
F	25mm Gate valve Pex PN 20/5154	2	No	59,000	118,000
G	19mm Gate valve Pex PN 20/5154	2	No	35,000	70,000
H	13mm Diameter stop/angle valve	6	No	25,000	150,000
EQUIPMENT:					
FIRE FIGHTING INSTALLATIONS:					
J	9Kg, dry powder 'NAFFCO' or any other equal and approved fire extinguishers, fixed to wall with and including brackets plugged on block work.	3	No	337,500	1,012,500
FOUL WATER DRAINAGE					
K	Excavate trench to receive pipes; commencing at ground level; not exceeding 1.5m. deep; average 1000mm. deep; including grading bottom; backfilling and compacting and removal of surplus excavated material.	50	M	3,000	150,000
TO COLLECTION					3,284,500
ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	MANHOLE:				

A	Construct standard manhole size 600 x 600mm average depth 1500mm deep; in 150mm. thick solid concrete blocks walls; 150mm. thick plain in-situ concrete grade '15' bed; complete with benching and all necessary pipe fittings; 1No. cast iron manholes covers and frames; finished to wall sides and top of slab with water proof cement and sand render; including excavation back filling and removal of surplus material; all as per and shown in the drawings.	8	No	400,000	3,200,000
	GULLY TRAP				
B	Construct a standard gully trap 300*300mm deep; in thick concrete block walls complete with benching and all fittings and gully trap cover	2	No	200,000	400,000
	TESTING				
C	Allow for testing and commissioning the whole plumbing and drainage installation as per service Engineer approval	1	Item	5,000,000	5,000,000
	PROVISION SUMS:				
D	Provision of connection to sewerage system to the treatment plant including re-rooting the network	1	Item	5,000,000	5,000,000
E	Provision of Solid waste Management	1	Item	10,000,000	10,000,000
TO COLLECTION					23,600,000
	<u>COLLECTION</u>				
	Page No. 8/9/10/1				1,690,200
	Page No. 8/9/10/2				3,377,600
	Page No. 8/9/10/3				1,369,000
	Page No. 8/9/10/4				990,700
	Page No. 8/9/10/5				2,319,000
	Page No. 8/9/10/6				3,284,500
	Page No. 8/9/10/7				23,600,000
ELEMENT NO. 9-PLUMBING INSTALLATION CARRIED TO SUMMARY OF BILL NR. 04					36,631,000

	Description	Amount TSHS
	BILL NO. 9 - LAUNDRY BUILDING ELEMENT NO. 1 - SUBSTRUCTURE (PROVISIONAL) ELEMENT NO. 2 - FRAME AND WALLING ELEMENT NO. 3 - ROOFING ELEMENT NO. 4 - WINDOWS ELEMENT NO. 5 - DOORS ELEMENT NO. 6 - FINISHINGS ELEMENT NO. 7 - PAINTING AND DECORATIONS ELEMENT NO. 8 - FITTINGS AND FIXTURES ELEMENT NO. 9- PLUMBING INSTALLATION.	 62,563,000.00 30,183,800.00 15,572,100.00 9,878,232.00 7,571,100.00 27,581,750.00 20,090,000.00 29,783,420.00 NA
	TO GENERAL SUMMARY TSHS	203,223,402.00