

MARINE SERVICES COMPANY LIMITED



OPEN INTERNATIONAL TENDERING

TENDER NO: PA/115/2017/2018/MSCL/G/01

FOR

Designing, Building, Supplying and Commissioning of One New Vessel in Lake Tanganyika at Marine Services Company Limited (MSCL)

Invitation for Tenders

Date: 5th March, 2018

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in Daily News Issue no. (ISSN). 00000149 No. 006 dated 16th January 2018.
2. The Government of Tanzania has set aside funds for the operations of MSCL during the financial year 2017/18. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Designing, Building, Supplying and Commissioning of One New Vessel in Lake Tanganyika.**
3. The MSCL now invites sealed tenders from eligible firms for **Designing, Building, Supplying and Commissioning of One New Vessel in Lake Tanganyika.**
4. Tendering will be conducted through the International Competitive Bidding procedures as specified in the Public Procurement Regulations, 2013–Government Notice No. 446 and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers/Firms/Companies may obtain further information from and inspect the Tendering Documents at the office of

the **Secretary of the Tender Board, Marine Services Company Limited, P O Box 2385, Mwanza from 1000hrs to 1400hrs** on Mondays to Fridays inclusive except on public holidays.

6. A complete set of Tendering Document(s) in English and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of TZS 500,000/= Payment should be made in the **Account Number. 31106600286 National Microfinance Bank (NMB), Account Name. Marine Services Company Limited.**
7. All Tenders must be accompanied by an original tender security in an acceptable form in the amount of 5% of Bid price
8. All tenders in one original plus two copies properly filled in, and enclosed in plain envelopes must be delivered to the **Secretary of the Tender Board, Marine Services Company Limited, P.O Box 2385, Mwanza at or before 1400hrs on 4th April, 2018.** Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening ceremony at the **Headquarters of Marine Services Company Limited, P.O BOX 2385 Mwanza North Port, in Tanzania Ports Authority's Building, second (2nd) floor at Conference Room.**
9. Late Tenders, Portion of tenders, Electronic Tenders, Tender not received, Tender not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

**General Manager,
Marine Services Company Limited,
Mwanza North Port,
TPA Building - 2nd Floor,
P.O BOX 2385,
Mwanza.**

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

Table of Contents

A. Introduction	6
1. Scope of Tender	6
2. Source of Funds	6
3. Eligibility of Tenderers	6
4. Conflict of Interest.....	8
5. One Tender per Tenderer.....	9
6. Cost of Tendering.....	9
7. Site Visit and Pre-Tender Meeting.....	9
B. Tendering Documents.....	11
8. Contents of Tendering Documents.....	11
9. Clarification of Tendering Documents.....	11
10. Amendment of Tendering Documents	12
C. Preparation of Tenders	13
11. Language of Tender	13
12. Documents Constituting the Tender	13
13. Documents Establishing Eligibility and Qualifications of the Tenderer....	13
14. Forms of Tender	15
15. Tender Prices.....	15
16. Tender Currencies	15
17. Tender Validity Period	16
18. Tender Security.....	17
19. Alternative Tenders by Tenderers	19
20. Format and Signing of Tender.....	20
D. Submission of Tenders	20
21. Sealing and Marking of Tenders	20
22. Deadline for Submission of Tenders	21
23. Late Tenders.....	21
24. Modification and Withdrawal of Tenders	22
E. Opening and Evaluation of Tenders	22
25. Opening of Tenders	22
26. Confidentiality	24
27. Clarification of Tenders	24
28. Preliminary Examination of Tenders	25
29. Correction of Errors	27
30. Conversion to Single Currency	27
31. Comparison of Tenders	28
32. National Preferences	29

33. Determination of Lowest Evaluated Tender	31
34. Post-qualification of Tenderer	31
F. Award of Contract	33
35. Criteria of Award	33
36. Negotiations	34
37. Procuring Entity Right to Accept any Tender and to Reject any or all Tenders.....	35
38. Procuring Entity Right to Vary Quantities at the Time of Award	35
39. Notification of Award.....	35
40. Signing of Contract	36
41. Performance Security	37
42. Advance Payment	38
43. Adjudicator	38
44. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	38
45. Inspection and Audit by the Bank	40
G. Review of Procurement Decisions.....	40
46. Right to review	41
47. Time limit on review	41
48. Submission of applications for review	41
49. Decision by the Head of Procuring Entity	42
50. Review by the Public Procurement Appeals Authority	42

A. Introduction

<p>1. Scope of Tender</p>	1.1	<p>The Procuring Entity as defined in the TDS invites Tenders for the design and construction of Works as described in Part 2, Employer’s Requirements.</p>
	1.2	<p>The successful tenderer will be selected according to Competitive Tendering procedures as set out in the Public Procurement Regulations, GN 446 of 2013 as amended by GN 333 of 2016 and in accordance with the evaluation criteria specified in the document.</p>
	1.3	<p>The name, identification, and number of lots of this procurement are as specified in the TDS.</p>
<p>2. Source of Funds</p>	2.1	<p>The Government of the United Republic of Tanzania has set aside funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It intends to apply part of funds sets aside to cover eligible payments under the contract as specified in the TDS.</p>
	2.2	<p>Payments will be made directly by the Procuring Entity (or by financing institution specified in ITT 2.1 upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.</p>
<p>3. Eligibility of Tenderers</p>	3.1	<p>A Tenderer may be a natural person, private entity, government-owned entity—subject to ITT 3.3—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of Joint Venture, consortium, or association. In the case of joint venture, consortium, or association, unless otherwise specified in the, all parties shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The Joint Venture Agreement or the letter of intent shall be signed by the persons duly authorized by the parties to the Joint Venture.</p>
	3.2	<p>The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during</p>

		contract execution. Unless specified in the TDS , there is no limit on the number of members in a joint venture, consortium, or association.
	3.3	The invitation for Tenders is open to all Tenderers as defined in the Public Procurement Regulations, Government Notice 446 of 2013 as amended by Government Notice 333 of 2016.
	3.4	National Tenderers shall satisfy all relevant licensing and/or registration requirements with appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved contractor in Tanzania before signing the contract.

<p>4. Conflict of Interest</p>	<p>4.1</p>	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified to participate in the procurement at hand. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> (a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works to be procured under this Invitations for Tenders. (b) have controlling shareholders in common with another bidder; or (c) receive or have received any direct or indirect subsidy from any of them; or (d) has the same legal representative as that of another tenderer for purposes of this Tender; or (e) tenderer has a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this Tendering process; or (f) Submit more than one Tender in this Tendering process. However, this does not limit the participation of Subcontractor in more than one Tender, or (g) Participated as a consultant in the preparation of the design or technical specifications of the works and related services that are the subject of this Tender.
	<p>4.2</p>	<p>Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the United Republic of Tanzania</p>
	<p>4.3</p>	<p>Government-owned enterprises in the United Republic of Tanzania may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the public authority under public financed project shall be permitted to Tender or submit a Tender for the procurement of goods or works under the project.</p>

	4.4	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
5. One Tender per Tenderer	5.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
	5.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
	5.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
	5.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Tenderer has participated to be disqualified.
6. Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 9 of 2011.
7. Site Visit and Pre-Tender Meeting	7.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain for itself all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
	7.2	The Procuring Entity may conduct a site visit and a pre-Tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.3	The Tenderer's designated representative is invited to attend a site visit and pre-tender meeting which, if convened, will take place at the venue and time stipulated in the TDS .

	7.4	The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication or by cable, to reach the procuring Entity before pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with ITT 7.5.
	7.5	Minutes of the pre-tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-tender meeting will be transmitted within three (3) working days to all purchasers of the tendering documents. Any modification of the Tendering Documents listed in ITT 8.1 [Content of Tendering Documents] that may become necessary as a result of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10.2 [Amendment of Tendering Documents] and not through the minutes of the pre-Tender meeting.
	7.6	Non attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer

B. Tendering Documents

8. Contents of Tendering Documents	8.1	<p>In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 10.2 [Amendment of Tendering Documents] include:</p> <p style="padding-left: 40px;">Section I - Invitation for Tenderers (IFT) Section II - Instructions to Tenderers (ITT) Section III - Tender Data Sheet (TDS) Section IV - Employer’s Requirements Section V - Evaluation and Qualification Criteria. Section VI - General Conditions of Contract (GCC) Section VII - Special Conditions of Contract (SCC) Section VIII - Drawings Section IX - Tender Forms- forms of Qualification Information. Section X - Forms of Security; Section XI - Form of Integrity.</p>
	8.2	The number of copies to be completed and returned with the Tender is specified in the TDS .
	8.3	The Invitation for Tenders [Section I] issued by the Procuring Entity is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 8.1 above, said Tendering Documents will take precedence.
	8.4	The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Tender Board.
	8.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer’s risk and may result in the rejection of its Tender.
9. Clarification of Tendering Documents	9.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication at the Procuring Entity's address indicated in the TDS .
	9.2	The Procuring Entity will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the

		content of communication to any request for clarification provided that such request is received no later than the seven (7) days prior to the deadline for the submission of competitive Tenders prescribed in ITT 22.1 [Deadline for Submission of Tenders] and in the case of non-competitive methods, three (3) days prior to the deadline.
	9.3	Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
	9.4	Should the Procuring Entity deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10 [Amendment of Tendering Documents].
10. Amendment of Tendering Documents	10.1	Before the deadline for submission of tenders, The Procuring Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the procuring Entity may modify the Tendering Documents by issuing addenda.
	10.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to ITT 8.1 [Contents of Tendering Documents] and shall be communicated in writing or in electronic forms that provide record of the content of communication to Tenderers to which the Procuring Entity provided the Tendering Documents.
	10.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with ITT 22.2 [Deadline for Submission of Tenders].

C. Preparation of Tenders

11. Language of Tender	11.1	The tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the Tender language stipulated in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the tender, the translation shall prevail.
12. Documents Constituting the Tender	12.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ol style="list-style-type: none"> a) The Form of Tender and Tender Price completed in accordance with ITT clauses 14 [Forms of Tender],15 [Tender Prices] and 16 [Tender Currencies]; b) Information requested by Instructions to Tenderers ITT 13.1 [Documents Establishing Eligibility and Qualifications of the Tenderer]; c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers ITT 18 [Tender Security]; d) Contractors schedules of payments; e) Forms of Qualification Information and Documents; f) Alternative offers where invited in accordance with Instructions to Tenderers ITT 19 [Alternative Tenders by Tenderers]; g) Written power of attorney authorizing confirmation signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT 20; and h) Any other document required in the TDS.
13. Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Pursuant to ITT 12, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
	13.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IX - Tender Forms - Forms of Qualification Information.

	13.3	If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, all Tenderers shall include the following information and documents specified in Section IX – Forms of Tender: Form of Qualification Information.
	13.4	To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in Section IX – Forms of Tender - Form of Qualification Information.
	13.5	The figures for each of the partners of a joint venture shall be added together to determine the Tenderer’s compliance with the minimum qualifying, however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria Average Annual Turnover, Experience and Financial Capability (liquid assets, unencumbered real assets, lines of credit, and other financial means) for an individual Tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer’s compliance with the qualifying criteria.
	13.6	Domestic Tenderers and joint ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in Tender evaluation shall supply all information to satisfy the criteria for eligibility as described in ITT 32 [National Preference].
	13.7	<p>When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) Experience; c) financial capability; d) personnel capabilities; and e) equipment capabilities. <p>In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.</p>

14. Forms of Tender	14.1	The Tenderer shall complete the Tender Form furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.
	14.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the Procuring Entity's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 3.
15. Tender Prices	15.1	The Contract shall be for the whole works, as described in ITT 1.1, based on the Bills of Quantities submitted by the Tenderer.
	15.2	The Tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. On the other hand, if the Tenderer introduces new BASIC REQUIREMENT items not specified in the Tendering documents the new items, corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.
	15.3	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
	15.4	The rates and price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the TDS and SCC and the provisions of GCC 13.8 [Adjustments for Changes in Cost] . The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and GCC 13.8 . The Procuring Entity may require the Tenderer to justify its proposed weighting.
16. Tender Currencies	16.1	The unit rates and prices shall be quoted by the Tenderer entirely in Tanzania Shillings. Foreign currency requirements shall be indicated in the TDS as a percentage of the Tender price (excluding provisional sums) and shall be payable at the option of the Tenderer in up to three foreign currencies of any country.
	16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the

		percentages mentioned in ITT 16.1 above shall be the selling rates for similar transactions established by the authority specified in the TDS prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 30.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	16.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
	16.4	Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to ITT 16.1.
17. Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the deadline for Tender submission Specified in ITT 22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
	17.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 18 [Tender Security] in all respects.

	17.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
18. Tender Security	18.1	Pursuant to ITT 12 [Document Constituting the Tender], unless otherwise specified in the TDS , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section X – Forms of Securities.
	18.2	The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to ITT 18.10.
	18.3	The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm of their choice located in any eligible country, in the form provided in the Tendering Documents Tendering or another form acceptable to the Procuring Entity and valid for twenty eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,
		b) a Cashier’s or Certified check. c) Another security if indicated in the TDS .
	18.4	The Tender Security shall be in accordance with the Form of the Tender Security included in Section X – Forms of Securities, or another form approved by the Procuring Entity prior to the Tender Submission.
	18.5	The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in ITT 18.9 are invoked.
	18.6	Any Tender not accompanied by a Tender Security in accordance with ITT 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28 [Preliminary Examination of Tenders].

	18.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the Procuring Entity pursuant to ITT 40 [Signing of Contract]. The procuring entity shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the tender security; (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the solicitation documents; (c) the rejection by the procuring entity of all tenders; (d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.
	18.8	<p>The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to ITT 40 [Signing of Contract], and furnishing the performance security, pursuant to ITT 41 [Performances Security].</p>
	18.9	<p>The Tender Security or the Tender Securing Declaration of a joint venture, consortium or association shall be in the name of the joint venture, consortium or association that submits the Tender. If the joint venture, consortium or association has not been constituted into a legally-enforceable joint venture, consortium or association, at the time of Tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners.</p>
	18.10	<p>The Tender Security may be forfeited:</p> <ul style="list-style-type: none"> a) if a Tenderer; <ul style="list-style-type: none"> i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in ITT 17.2 [Tender Validity Period]; or ii) does not accept the correction of errors pursuant to ITT 29.2 [Correction of Errors]; or

		<p>b) in the case of a successful Tenderer, if the Tenderer fails:</p> <p>i) to sign the contract in accordance with ITT Clause 39 [Notification of Award]; or</p> <p>ii) to furnish performance security in accordance with ITT Clause 40 [Signing of Contract].</p>
	18.11	The Tender Security of a joint venture must be in the name of the joint venture submitting the Tender.
	18.12	<p>A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Security:</p> <p>(a) if the Tenderer withdraws its Tender, except as provided in ITT 17.2 [Tender Validity Period] and 29.2 [Correction of Errors]; or</p> <p>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:</p> <p>(i) sign the contract; or</p> <p>(ii) furnish the required performance security.</p>
19. Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer’s technical design as indicated in the Employer Requirements, Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT 19.2 and 31.3 [Comparison of Tenders] shall govern.
	19.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS as will the method of evaluating different times for completion.
	19.3	If so allowed in the TDS , Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including design calculations, technical specifications, breakdown of prices, proposed construction

		methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.
20. Format and Signing of Tender	20.1	The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT 12 [Documents Constituting the Tender] of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS , and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
	20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	20.3	The Tender shall contain no alterations or additions, except those to comply with instructions, issued by the Procuring Entity, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
	20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

D. Submission of Tenders

21. Sealing and Marking of Tenders	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as " ORIGINAL " and " COPY. " The envelopes shall then be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	21.2	The inner and outer envelopes shall: a) be addressed to the Procuring Entity at the address given in the TDS ; and

		b) bear the Project name indicated in the TDS , the Invitation for Tenders (IFT) title and number indicated in the TDS , and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the TDS , pursuant to ITT 22.1 [Deadline for Submission of Tenders].
	21.3	In addition to the identification required in ITT 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to ITT 23 [Late Tenders], and for matching purposes under ITT 24 [Modification and Withdrawal of Tenders].
	21.4	If all envelopes are not sealed and marked required by ITT 21.3, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Tender.
	21.5	If the outer envelope discloses the Tenderer’s identity, the Procuring Entity will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
22. Deadline for Submission of Tenders	22.1	The Tenders shall be received by the Procuring Entity at the address specified under ITT 21.2 [Sealing and Marking of Tenders] no later than the date and time specified in the TDS .
	22.2	The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 10 [Amendment of Tendering Documents], in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	22.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the TDS before the expiry of the original deadline.
23. Late Tenders	23.1	The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22 [Deadline for Submission of Tenders].
	23.2	Any Tender received by the Procuring Entity after the deadline prescribed in ITT 23.1 will be declared late, rejected and returned unopened to the Tenderer.

24. Modification and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline for submission of Tenders.
	24.2	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT 21 [Sealing and Marking of Tenders] and 22 [Deadline for Submission of Tenders] with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
	24.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
	24.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
	24.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT 18.9 [Tender Security].

E. Opening and Evaluation of Tenders

25. Opening of Tenders	25.1	The Procuring Entity will open all Tenders including modifications, substitution or withdrawal notices made pursuant to ITT 24 [Modification and Withdrawal of Tenders], in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings, at the place, on the date and at the time specified in ITT 22.1. The Tenderers' representatives present shall sign a register as proof of their attendance.
	25.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 24

		[Modification and Withdrawal of Tenders] shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submission therein read out in appropriate detail.
	25.3	All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, Tender modifications, the presence or absence of Tender security, Tender securing declaration and such other details as the appropriate tender board may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.
	25.4	Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
	25.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderers' Tender.
	25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT 23 [Late Tenders].
	25.7	The Procuring Entity shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT 25.3 [Opening of Tenders]. The minutes of the Tender opening shall be furnished to the individual Tenderers upon request.
	25.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
	25.9	A copy of the minutes of the Tender opening shall be

		furnished to the individual Tenderers upon request.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
	26.2	Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.
	26.3	Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, he/she should do so in writing or in electronic forms that provide record of the content of communication.
27. Clarification of Tenders	27.1	To assist in the examination, evaluation, and comparison of Tenders and post-qualifications of Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the Tenders in accordance with ITT Clause 29 [Correction of Errors].
	27.3	From the time of Tender opening to the time of contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.

28. Preliminary Examination of Tenders	28.1	<p>Prior to the detailed evaluation of tenders, the Procuring Entity will determine whether each Tender;</p> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITT Clause 3 [Eligibility of Tenderers]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. <p>The Procuring Entity's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
	28.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the Tendering Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
	28.3	<p>The Procuring Entity will confirm that the documents and information specified under ITT 12 [Documents Constituting the Tender], ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer] and ITT 14 [Forms of Tender] have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.</p>
	28.4	<p>The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
	28.5	<p>If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the</p>

		nonconformity.
	28.6	<p>The Procuring Entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, or is not in accordance with the Instructions to Tenderers, the Tender shall be rejected:</p> <ul style="list-style-type: none"> a) Form of Tender; b) Information requested under ITT 13.3 [Documents Establishing Eligibility and Qualifications of the Tenderer]; c) Information requested under ITT 13.4 [Documents Establishing Eligibility and Qualifications of the Tenderer] if Tender is submitted by joint venture; d) Information requested under ITT 13.5 [Documents Establishing Eligibility and Qualifications of the Tenderer]; e) The period of Tender validity; f) The Tender price; g) Written confirmation of authorization to commit the Tender; h) Tender security or Tender Securing Declaration; and i) Any other information/data required by this Tendering document as specified in the Tender Data Sheet.
	28.7	<p>The Procuring Entity may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or commercial evaluation pursuant to ITT 27 [Clarification of Tenders] and ITT 28 [Correction of Errors].</p>
	27.8	<p>If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.</p>

29. Correction of Errors	29.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
	29.2	<p>The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited accordance with ITT 18.10 [Tender Security].</p>
30. Conversion to Single Currency	30.1	<p>To facilitate evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:</p> <ul style="list-style-type: none"> a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania; or b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.
	30.2	<p>The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the</p>

		source and date of the exchange rate, are specified in the TDS .
31. Comparison of Tenders	31.1	The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 27.1 [Preliminary Examination of Tenders].
	31.2	<p>In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:-</p> <ul style="list-style-type: none"> a) making any correction for errors pursuant to ITT 29 [Correction of Errors]; b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively; c) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tenders by Tenderers]; d) making an allowance for varying times of completion offered by Tenderers, if permitted in the ITT 19.2 [Alternative Tenders by Tenderers] and in the manner prescribed therein; e) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 31.5 [Comparison of Tenders]; and f) Applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other contracts (ITT 35.2 [Criteria of Award]).

	31.3	The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
	31.4	The estimated effect of any price adjustment conditions under GCC 13.8 [Adjustments for Changes in Cost], during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
	31.5	In the case of several Lots, pursuant to ITT 31.2(f) [Comparison of Tenders], the Procuring Entity will determine the application of discounts so as to minimize the combined cost of all the lots.
	31.6	If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the Procuring Entity may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security set forth in ITT 40 [Performances Security] be increased at the expense of the Tenderer to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Tenderer under the Contract.
32. National Preferences	32.1	Works utilizing this Standard Tendering Document shall be exclusively reserved for national contractors unless otherwise is stated in the TDS .
	32.2	The Procuring Entity shall, in applying exclusive preference, use the Authority's register of Tenderers to determine whether or not tenderers are qualified for exclusive preference.
	32.3	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than sixty per cent, shall also be eligible to participate in the exclusive preference scheme.
	32.4	The following procedure will be used to apply the margin of preference:

		<p>(a) Responsive Tenders will be classified into the following groups:</p> <ul style="list-style-type: none"> (i) Group A: Tenders offered by domestic Tenderers and joint ventures meeting the respective criteria of ITT 32.2 [National Preference]; (ii) Group B: Tenders offered by joint ventures of domestic and foreign firms meeting the criteria of ITT 32.3 [National Preference] above; or (iii) Group C: Tenders offered by foreign contractors. <p>(b) For the purpose of further evaluation and comparison of Tenders only, an amount equal to a percentage specified in the TDS of the evaluated Tender Prices determined in accordance with ITT 30.2(a), (b), and (d) [Comparison of Tenders], will be added to all Tenders classified in Group B.</p>
	32.5	<p>Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT 18 [Alternative Tenders by Tenderers], and shall be subject to the margin of preference in accordance with ITT 32.4 [National Preference].</p>

33. Determination of Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
34.	33.4(c)	<p>(c) Operating and maintenance costs</p> <p>(i) Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given in the Tender Data Sheet, including the cost of spare parts for the initial period of operation stated in the Tender Data Sheet and based on prices furnished by each Tenderer in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Tender price for evaluation.</p> <p>(ii) The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.</p>
35. Post-qualification of Tenderer	34.1	If pre-qualification was not undertaken, post-qualification shall be performed.
	34.2	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procuring Entity as to the ability of the Tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the procuring entity shall: request the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that</p>

		<p>provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal</p> <p>(c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned;</p> <p>(d) The Accounting Officer (Procuring Entity) shall seek the approval of the Authority prior to rejecting a tender;</p> <p>(e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and</p> <p>An abnormally low tender means, in the light of the Procuring Entity's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	34.3	The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer].
	34.4	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 3.3 [Eligibility of Tenderers], as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications as specified in the TDS.
	34.4	A Procuring Entity may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	34.5	In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a Tenderer from

		Tanzania diplomatic missions abroad or from any other reliable source.
	34.6	An affirmative determination will be a prerequisite for award of the Contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next-lowest evaluated Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

36. Criteria of Award	35.1	Subject to ITT 37 [Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders], the Procuring Entity will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT 3 [Eligibility of Tenderers], and (b) qualified in accordance with the provisions of ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer].
	35.2	If, pursuant to ITT 13.7 [Documents Establishing Eligibility and Qualifications of the Tenderer], this Contract is being let on a "slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.

37. Negotiations	36.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the special conditions of Contract; (d) finalising payment arrangements; (e) mobilisation arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the procuring entity; (g) the methodology or staffing; or (h) clarifying details that were not apparent or could not be finalised at the time of tendering.
	36.2	<p>Where single source method was used or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the works.</p>
	36.2	<p>Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the Procuring Entity shall not reopen earlier negotiations.</p>

38. Procuring Entity Right to Accept any Tender and to Reject any or all Tenders	37.1	Notwithstanding ITT 35 [Criteria of Award], the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected Tenderer.
	37.2	Notice of the rejection of all Tenders shall be given promptly to all Contractors that have submitted Tenders.
	37.3	The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its tenders, but is not required to justify those grounds.
39. Procuring Entity Right to Vary Quantities at the Time of Award	38.1	The Procuring Entity reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
40. Notification of Award	39.1	Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them Seven (7) days within which to submit complaints to the Procuring Entity thereof, if any.
	39.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	39.2	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing

		evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITT 41 [Performances Security] and signing the Contract in accordance with ITT 40.2 [Signing of Contract].
	39.3	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41 [Performances Security], the Procuring Entity will promptly notify each unsuccessful Tenderer, notify the name of the winning Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the unsuccessful Tenderers pursuant to ITT 18 [Tender Security].
	39.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
41. Signing of Contract	40.1	Promptly after notification, Procuring Entity shall send the successful Tenderer the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
	40.2	Within twenty eight (28) days of receipt of the Contract Agreement Form, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.
	40.3	Upon the furnishing by the successful Tenderer of the Performance Security, pursuant to ITT 41 [Performances Security], the Procuring Entity will promptly notify the other Tenderers that their Tenders have been unsuccessful and will notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge the Tender Security of the unsuccessful Tenderers pursuant to ITT 18 [Tender Security].

	40.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the secretary of the appropriate tender board that authorized the award of Contract. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
42. Performance Security	41.1	Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the TDS and the Special Conditions of Contract, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	41.2	<p>If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the TDS which shall be in any of the following</p> <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	41.3	Failure of the successful Tenderer to comply with the requirement of ITT 41.1 [Performances Security] shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next lowest evaluated Tenderer or call for new Tenders.

43. Advance Payment	42.1	The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.
44. Adjudicator	43. 1	The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator or under the Contract, at an hourly fee specified in the TDS , plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
45. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	44.1	<p>The Government/Financing Institution requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government/Financing Institution:</p> <ul style="list-style-type: none"> a) defines, for the purpose of this provision, the terms set forth below as follows:- <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii. "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

	<ul style="list-style-type: none"> iii. collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; iv) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act; b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract; c) In pursuit of the policy defined in ITT 44.1 [Corruption, Coercion, Collusion, Fraudulent or Obstruction Practices] the Government/Financing Institution will declare mis-procurement and cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, collusive, fraudulent or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the procuring entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania/Financing Institution to remedy the situation d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at
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		any time it determines that the firm has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public - financed contract
	44.2	The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	44.3	Any communication between the Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.
46. Inspection and Audit by the Bank	45.1	Contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Bank to inspect all accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank

G. Review of Procurement Decisions

47. Right to review	46.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a procuring entity or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
48. Time limit on review	47.1	The Tenderer shall submit an application for review within seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
49. Submission of applications for review	48.1	Any application for administrative review shall be submitted in writing or in electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS in writing or in electronic forms that provide record of the content of communication Tender.
	48.2	The application for administrative review shall include: (a) details of the procurement requirements to which the complaint relates; (b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; (c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; (d) documentary or other evidence supporting the complaint where available; (e) Remedies sought; and (f) any other information relevant to the complaint.
	48.3	The head of a Procuring Entity shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.

50. Decision by the Head of Procuring Entity	49.1	The head of a Procuring Entity shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	49.2	Where the head of a Procuring Entity does not issue a decision within the time specified in ITT 49.1, contractor, submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under ITT sub-Clause 50.1 [Review by the Public Procurement Appeals Authority] and upon instituting such proceedings, the competence of the head of Procuring Entity to entertain the complaint or dispute shall cease.
51. Review by the Public Procurement Appeals Authority	50.1	Complaints or disputes which: (a) are not settled within the specified period under ITT 49.1 [Decision by the Head of Procuring Entity]; or (b) arise after the procurement contract has entered into force pursuant to ITT 40 [Signing of Contract], shall be referred to the Appeals Authority within seven working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 49.1 [Decision by the Head of Procuring Entity] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 47.1 [Time limit on review].
	50.2	PPAA may be contacted at the address shown in the TDS .

SECTION III: TENDER DATA SHEET (TDS)

TDS Clause	ITB Clause	Description lieu
A. Introduction		
1.	ITB 1.1	The Procuring Entity is: Marine Services Company Limited
2.	ITB 1.1	The name of the contract is: Designing, Building, Supplying and commissioning of One New Vessel in Lake Tanganyika The number and identification of lots (contracts) comprising this contract is: PA/115/2017/2018/MSCL/G/01
3.	ITB 2.1	Financial year when the project will be carried out: 2017/18
4.	ITB 2.1	The name of the Contract is: Designing, Building, Supplying and Commissioning of One New Vessel in Lake Tanganyika
5.	ITB 2.1	The financial institution which the Procuring Entity has applied for: The Government of the United Republic of Tanzania
6.	ITB 2.1	The loan/credit number is: N/A
7.	ITB 3.1	The individuals or firms in a joint venture, consortium or association <i>are</i> jointly and severally liable.
8.	ITB 3.2	The joint venture, consortium or association is limited to N/A .
9.	ITB 7.3	The site visit will be conducted at any time from the day of Advertisement followed by pre-tender meeting which will be held on 16 th March 2018 at Marine Services Company Limited Head Quarter TPA Building Second (2nd) floor at the Conference Hall
B. Tendering Document		
10.	ITB 8.2	The number of copies to be completed and returned is: One (01) original and plus two (02) copies
11.	ITB 9.1	For clarification purposes only, the Procuring Entity's address is: Attention: Secretary to the Tender Board Street Address: Marine services Company Limited Head Quarter TPA Building Floor/Room number: Second (2) floor at the General Manager Postal Address: P.O.BOX 2385 City: Mwanza Country: Tanzania Telephone: +255766582460 Electronic mail address: info@mscl.co.tz ; eric.hamissi@co.tz ; daniel.masanja@mscl.co.tz ; paschal.mbua@mscl.co.tz ;
C. Preparation of Tenders		
12.	ITB 11.1	The language of the bid is: English

13.	ITB 12.1 (h)	The Bidder shall submit with the bid the following additional documents: Manufacturer Authorization Letter of the Machineries, Engines and Components to be installed onboard
14.	ITB 13.7	<p>Criteria for qualification of Tenderers;</p> <ol style="list-style-type: none"> 1. Average annual turnover of not less than TZS: 40 billion for five (5) years 2. Experience of not less than three various projects for Designing, Building, Supplying and Commissioning of the New ship of similar nature and above i.e 600 passengers and 400 tons of cargo ; 3. Financial capability; The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as TZS: 40 billion per year for the past five (5) years. 4. Personnel capabilities on Experience in Similar nature of work for Designing, Building, supplying and commissioning for the period of not less than ten (10) years) ; <ol style="list-style-type: none"> i. Marine Engineers ii. Electrical Engineers iii. Naval Architect iv. Master Mariner (Captain) v. Electronic engineers vi. Dockyard Engineer vii. Welder Supervisor 5. Equipment Capabilities. The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements
15.	ITB 15.4	<p>The prices quoted by the bidder shall <i>not be adjusted</i> during the performance of the contract and the price quoted shall include all costs related to the construction of the ship in lake Tanganyika.</p> <p>The bidder shall show the breakdown and prices on each of the following;</p> <p>A. Ship's parts</p> <ol style="list-style-type: none"> 1. Hull part 2. Outfitting part 3. Electric part 4. Machineries part 5. Accommodation part 6. Consumable material cost

		<p>7. Paint part 8. Direct / Indirect labor cost 9. Design cost 10. Direct and Indirect cost 11. Transport cost to site (Kigoma Port) 12. <u>Any other costs related to the construction of the new ship</u></p> <p style="text-align: center;"><u>Sub total</u></p> <p>B. Cost related to enabling equipment and facilities for construction of the ship.</p> <p><u>Grand total (A+B)</u></p> <p>Note 1: The project is for Designing, Building, Supplying and Commissioning the ship and the proposed price shall be the base for signing the contract that will lead to commencement of the project.</p> <p>Note 2: In the Tender form, the price for ship's parts described as A shall be quoted separately from the price of cost related to enabling equipment & facilities described as B and grand total (A+B) shall be shown as described in the tender form.</p>
16.	ITB 16.1	The currency(ies) of the bid shall be as follows: USD/TZS
17.	ITB 16.2	The source to establish exchange rates shall be Bank of Tanzania.
18.	ITB 17.1	The bid validity period shall be: 120 days.
19.	ITB 18.1	The amount and currency of the bid security shall be: five percent (5%) of bid price
20.	ITB 18.3 (C)	Type of acceptable securities shall be: Bank guarantee or Banker's cheque.
21.	ITB 19.1	Alternative bids not permitted.
22.	ITB 19.2	Alternative times for completion of project: Permitted.
23.	ITB 19.3	Alternative technical solutions shall be Permitted.
24.	ITB 20.1	The number of copies in addition to the original document to be submitted shall be Three (3)
25.	ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall be stated in the Power of Attorney
		D. Submission of tenders
26.	ITB 21.1	For bid submission purposes only, the Procuring Entity's address is : The Secretary of the Tender Board- The office of General Manager

		<p>Marine Services Company limited P. O Box 2385, Mwanza. Street Address: North Port -TPA Building Floor/Room number: Second(2nd) Floor City: Mwanza ZIP Code: N/A Country: Tanzania The deadline for bid submission is: Date: 4th April 2018 Time: 1400hrs</p>
27.	ITB 22.1	<p>The bid opening shall take place at: Street Address: North Port -TPA Building, Floor/Room number: Second (2nd) Floor / Conference Hall City : Mwanza Country: Tanzania Date: 4th April 2018 Time: 1400hrs</p>
28.	ITB 22.3	<p>Extension of the deadline for submission of Tenders shall not be made later than 14 days before expiry of the original deadline.</p>
E. Opening and Evaluation of Tenders		
29.	ITB 30.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: TANZANIA SHILLINGS The source of exchange rate shall be: Bank of Tanzania The date for the exchange rate shall be: 4th April, 2018</p>
30.	ITB 32.1	<p>A margin of preference shall not be applicable.</p>
	33.4(c)	<p>Operating and maintenance costs factors for calculation of the life cycle</p> <ul style="list-style-type: none"> (i) Number of years for life cycle: It is recommended that the life cycle period does not exceed the usual period before a major overhaul of the facilities is done: (ii) Minimum operating costs: [e.g., Fuel and/or other input, unit cost, annual and total operational requirements: (iii) Maintenance costs, i.e the cost of spare parts for the initial period of operation, to be specified by the Tenderer:
F: Award of Contract		

31.	ITB 41.1	Form of performance security shall be: Bank guarantee or Banker's cheque
32.	ITB 43.1	Proposed adjudicator: National Construction Council (NCC) for contractual administration Proposed adjudicator fee: Shall be in accordance with the published rules of the National Construction Council
G: Review of Procurement Decisions		
33.	ITB 48.1	The address to submit a copy of the complaints: Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: ceo@ppra.go.tz ; Website: www.ppra.go.tz
34.	ITB 50.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1 st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

SECTION IV (A): EMPLOYER'S REQUIREMENTS

BASIC REQUIREMENTS FOR DESIGNING, BUILDING, SUPPLYING, AND COMMISSIONING A NEW SHIP -LAKE TANGANYIKA

1.0 PRINCIPAL PARTICULARS OF THE SHIP.

The Bidder (Ship builder) has been empowered by Marine Services Company Limited (MSCL) to Design, Build, Supply and Commission the ship basing on the following constraints:

- Dead load
- Endurance (Reach)
- Speed
- maximum draught
- Number of Engines
- Number of Generators
- V- Shape

1.1 Dead load

- | | |
|-------------------------------|---------------------------|
| • Passengers | 600 |
| • Cargo | 400 t (10 cars inclusive) |
| • Crew | 30 |
| • Fuel | As per ship endurance |
| • Others (Toilet and kitchen) | As per ship complement |

- | | | |
|-----|----------------------|---|
| 1.2 | Endurance (Reach) | 700 nm |
| 1.3 | Draught (Maximum) | 3.5 m |
| 1.4 | Speed | 14 knots maximum speed
12 knots Service speed |
| 1.5 | Number of Engines | Two |
| 1.6 | Number of Generators | Total number of generators (4) -
(2) main generators plus
(1) harbor/standby generator
and (1) emergency generator |

2.0 HULL MATERIAL

The ship's hull material and section scantling should be Grade "A" marine quality steel with high tensile strength. The scantlings should be designed as per the IMO guidelines.

3.0 HULL SHAPE

The design of the ship's hull shall be of V- shape, with side ramp.

Passenger Decks

The passenger decks should be non-skidding deck for safety reasons.

Vehicle securing devices

The vehicle securing equipment are to be provided, of which the facilities consists of eye link/eye lash.

Hatches and manholes

The hatches and manholes dimensions and number should be within the IMO standard for the respective ship size.

Cargo Crane

Installation of hydraulically operated cargo crane SWL 5 Tons, Reach 8.5 meters.

Name of Ship and Hull Marks

The vessel forecastle at both sides shall have welded names. Ship's name and home port shall also be welded at transom.

Draft Marks

Free board mark is to be cut out of 6 mm marine steel plate and welded to the shell, to be painted on both sides of the vessel.

4.0 TANK CAPACITIES

Fuel Oil

The tank size should be designed based on the endurance of the ship that is to cover a distance of 700 nautical miles.

Fresh water

The fresh water has to meet the requirement of the ship's complement (630 people) and the engine consumption.

Ballast Tank.

The size shall be calculated based on ship's stability requirement.

Sewage

The tank shall comply with MARPOL requirement under the IMO.

5.0 PROPULSION SYSTEM

The vessel shall be powered by two (four stroke) diesel engines. Power is to be determined by the ship's parameters.

The Marine Services Company Limited preferably recommends the following engine brand and maneuvering units for this vessel:

- a. MAN B& W Diesel Alpha inline four stroke engines
- b. Bow thruster

6.0 GENERATOR SETS

The vessel shall be installed with three main marine diesel generator engines, water cooled, air started within built automatic voltage regulator and one emergency electrically started generator set. The power for the Generator Sets shall be determined by electrical equipment to be installed onboard the ship. However, the Generator Sets should meet the IMO requirements.

7.0 PIPING SYSTEM

The design of the piping system shall meet the requirements of the ship design.

8.0 GENERAL SERVICE PUMP, BILGE PUMP

The electrically driven centrifugal pumps and General service pump, self-priming type shall be installed in the engine room.

9.0 FIRE FIGHTING PUMPS

The Fire Fighting pump system shall be connected to the general service pump central system.

10.0 EMERGENCY FIRE FIGHTING PUMP

An independent diesel driven Fire Fighting pump shall be fitted with the standard capacity to manage firefighting operation during an emergency. The engine shall be started by manual/electrical system.

11.0 FUEL OIL PURIFIER

The vessel to be mounted with a fuel oil purifier on the main fuel system

12.0 SEWAGE TREATMENT PLANT

A sewage treatment plant shall be mounted onboard ship, size based on ship's complement under MARPOL requirement.

13.0 AIR CONDITIONING SYSTEM

The central air conditioning plant shall be installed onboard with recirculative capacity of Air Conditioning system for the comfort of passengers and crew complying with the international passenger liner regulations.

14.0 SMOKE DETECTORS

Smoke/Fire detectors shall be installed onboard the cabins/areas

- Accommodation's room
- Corridors
- Engine room
- All call points
- Galleys
- Toilets

15.0 MOORING WINCHES

The ship shall be installed with enough mooring winches based on the ship size.

17.0 LIFE SAVING APPLIANCES

All lifesaving appliances/equipment shall be in accordance with the passenger liner requirement under the SOLAS (IMO Regulations).

18.0 NAVIGATIONAL AIDS/EQUIPMENT

The ship shall be installed with all standard navigational equipment referring to passenger liners.

19.0 CABINS/ACCOMODATION

The ship shall be designed to meet the following requirements;

19.1 PASSENGER ACCOMODATION

- VIP cabin
- 1st Class - 10 cabins each 02 passengers
- 2nd Class sleeping - 10 cabins each 04 passengers
- 2nd Class sitting - 150 passengers
- 3rd Class - 390 passengers

19.2 CREW ACCOMODATION

Officers - 08 cabins

- Captain
- Chief Engineer
- Chief Officer
- 1st Engineer
- 2nd Officer
- 2nd Engineer
- 3rd Officer
- 3rd Engineer

Other Crew members - 11 cabins

- 04 cabins for Bosun and 03 steamer clerks
- 05 cabins each 02 crew members
- 02 cabins each 04 crew members

20.0 PASSENGER SALOON, RESTAURANT AND GALLEY

- Upper class passenger & Officers saloon
- 3rd Class passenger saloon
- Crew mess
- Main galley for passengers and crew

- Restaurant for upper class passengers
- Restaurant for 3rd class passengers

21.0 MANUALS/ OPERATING INSTRUCTIONS

The manuals of operations for all the machineries and equipment installed onboard shall be provided in four (4) copies, written in English language. Guidelines, Instruction and Signs shall be provided in English and Swahili languages

22.0 SPARE PARTS

The bidder shall provide service parts for the first two years upon commissioning of the vessel under warranty period.

23.0 WORKMANSHIP

All works shall be executed as per the rules given by the respective Classification Society; it shall also be supervised by class and Client's (MSCL) representatives.

24.0 DISABLED PEOPLE

Appropriate provision for disabled passenger facilities shall be provided onboard the new vessel; these are like toilets and special boarding facilities.

25.0 CCTV CAMERAS

CCTV cameras shall be provided on vulnerable areas of the ship for safety and security purposes.

26.0 FUEL FLOW SCANNERS

The ship machineries shall be provided with fuel flow scanners and fuel analyzer for fuel monitoring and economy.

27.0 OILY WATER SEPARATOR/BILGE WATER SEPARATOR

Oily water separator/Bilge water separator shall be installed in the engine room as per IMO requirement

28.0 ENGINE ROOM

The engine room shall be designed with the control room, workshop, repair and maintenance facilities. One store room for the machinery spare parts shall be provided.

SECTION IV(B): EMPLOYER'S REQUIREMENTS

Contents

1: Design Proposal.....	58
2: Construction Method Proposal	59
3: Program and Schedule.....	60
4: Cash Flow Projection	61
5: Construction Equipment	62
6: Project Management Organization.....	63
7: Key Personnel	64
8: Environmental & Social Impact Documents	65
9: Health & Safety Documents.....	67
10: Quality Assurance Requirements	68

1: Design Proposal

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

1. Preliminary Engineering Design report with a detailed Book of drawings attached.
 - a) The Preliminary Design report shall include all elements of the Works specified in the Employer's Requirements.
 - b) The Preliminary engineering design report shall have a summary page stating the pavement structure offer with a corresponding typical road cross-section. The summary page shall also highlight areas where the bidder's engineering design offer is an improvement of or departure from the concept design provided by the Employer.
2. Commentary on the Employer's Requirements, including status of the information available and relevant design issues for the Works, detailing how the critical requirements will be achieved.
3. Comments on any errors or defects noted in the Employer's Requirements, along with details of any exceptions taken from the Employer's Requirements. However, the Employer will not be responsible for any error, inaccuracy or omission of any kind in the Employers requirements.
4. Environmental and Social Impact Mitigation Proposal comprising of a discussion of how the Bidder proposes to incorporate environmental and social considerations, including the prevention of negative impacts, and inclusion of mitigation measures and health and safety concerns into the design, including proposed methods for coordinating design work with concurrent environmental management plan.

Name, qualifications, and particulars of the Design Partner and designers in charge of the design of the Works.
5. Proposed names of suppliers and details for all essential equipment items, Manufacturers' brochures and details of the main items and equipment, and indication of availability when needed in the general project timeframe, respectively, shall accompany specifications.

2: Construction Method Proposal

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

- (a) Construction Methodology proposal comprising of details of the arrangements and methods which the Bidder proposes to adopt for the construction of the various stages of the designed Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Bid.
- (b) Site access coordination proposal outlining the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on any offshore or waterfront aspects of the Works.
- (d) Logistics and traffic management plan proposal [as may be appropriate.
- (e) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.
- (f) Training of Employer's staff proposal outlining the arrangements, which the Bidder proposes for conducting training as specified in the Employer's Requirements.
- (g) Hand-over of completed works proposal outlining the arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (j) Quality Assurance plan and control proposal outlining the quality assurance plans and quality controls, including the teams to be involved.
- (k) [Anything else, as PE may deem it appropriate].

3: Program and Schedule

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

- (a) Details of the proposed schedule for design of the Works, including the submission of design documents, review, and approval of the design by the Engineer.
- (b) Details of the proposed schedule for permitting processes that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the major milestones and the critical path.
- (d) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (e) [Other proposed measures as may be appropriate].

4: Cash Flow Projection

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

- (a) The periodic payments by milestones for the design and construction of the Works.
- (b) The periodic payments based on measurement for the construction of the Works, as applicable.
- (c) If there are multiple lots or sections, add as may be appropriate.

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

5: Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment. A separate form shall be prepared for each item of equipment listed as proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of Manufacture	Mode and power rating
	Capacity	Year of Manufacture
Current Status	Current Location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned	
	<input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactures	

Omit the following information for equipment owned by the Bidder.

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

6: Project Management Organization

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

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

No.	Position	Total related Work similar experience (years)	Experience in Similar Design or/and Works (years)
1			
2			
3			
4			
5			

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

In addition, the Bidder shall provide the following information:

- (a) Organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;
- (b) Plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;
- (c) Data management plan in accordance with the Employer's Requirements, describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawings, etc.

7: Key Personnel

CURRICULUM VITAE (CV)

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

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

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

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

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

Membership in Professional Associations and Publications:
 Language Skills (indicate only languages in which you can work): _____

The applicant shall submit the following: Proposed organization chart CV for proposed Engineering Staff (i.e., Project Manager, Site Agent, etc...)

[All CVs of Key Personnel must be signed and dated by them during the Bid preparation period.]

8: Environmental & Social Impact Documents

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

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

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

- (a) Provide examples of Site-specific E&S management plans developed by the Bidder for similar work over the last five (5) years;
- (b) Provide examples of project-specific environmental management specifications developed by the bidder for similar work over the last five (5) years;
- (c) Demonstrate a successful record implementing effective E&S mitigation measures on similar projects over the last five (5) years;
- (d) Describe proposed E&S staffing, roles and responsibilities, and management structure;
- (e) Describe the proposed approach to managing E&S impacts during implementation of this project, including a description of the mitigation measures that will be used and international E&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical E&S issues related to the project; and
- (f) Provide two (2) references regarding the Bidder's development of Site-specific EMPs and successful implementation of E&S mitigation measures.

9: Health & Safety Documents

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

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

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

- (a) Provide examples of H&S management plans developed by the Bidder for similar work over the last five (5) years;
- (b) Demonstrate a successful record implementing effective H&S mitigation measures on similar projects over the last five (5) years;
- (c) Describe proposed H&S staffing, roles and responsibilities, and management structure;
- (d) Describe the proposed approach to managing H&S impacts during implementation of the Works, including a summary of mitigation measures that will be used and international H&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical H&S issues related to the project; and
- (e) Provide two (2) references regarding the Bidder's development of H&S plans and successful implementation of H&S mitigation measures.

10: Quality Assurance Requirements

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

SECTION V: EVALUATION AND QUALIFICATION CRITERIA

Evaluation and qualification Criteria to be used during the Evaluation;

1. To Meet Employer's requirements in accordance with Section IV(a) and (b) of the Tender document
2. Attaching Manufacturer Authorization Letter of Machineries, Engines and Components
3. To fill properly the Form of Tender and Tender Price completed in accordance with ITT clauses 14 [Forms of Tender], 15 [Tender Prices] and 16 [Tender Currencies];
4. To Submit the information requested by Instructions to Tenderers ITB 12.1, ITB 13.1 and ITB 13.7 [Documents Establishing Eligibility and Qualifications of the Tenderer
5. To submit tender security in accordance with Instructions to Tenderers ITT 18 [Tender Security];
6. Contractor to propose the favorable timing schedules of payments basing on the work plan for construction of new ship;
7. Written power of Attorney Authorizing confirmation signatory of the Tender to commit the Tenderer in accordance

SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION VI. GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Provisions 77

- 1.1 Definition 77
 - 1.1.1 The Contract 77
 - 1.1.2 Parties and Persons 78
 - 1.1.3 Dates, Tests, Periods and Completion 79
 - 1.1.4 Money and Payments 80
 - 1.1.5 Works and Goods 82
 - 1.1.6 Other Definitions 83
- 1.2 Interpretation 84
- 1.3 Communications 84
- 1.4 Governing Language and Law 85
- 1.5 Priority of Documents 85
- 1.6 Assignment 85
- 1.7 Care and Supply of Documents 86
- 1.8 Error in the Employer's Requirements 86
- 1.9 Employer's Use of Contractor's Documents 87
- 1.10 Contractor's Use of Employer's Documents 88
- 1.11 Confidential Details 88
- 1.12 Compliance with Laws 88
- 1.13 Taxes and Duties 89
- 1.14 Joint and Several Liability 89
- 1.15 Instructions, Inspections and Audits 89

B. The Employer 90

- 2.1 Right of Access to the Site 90
- 2.2 Permits, Licences or Approvals 91
- 2.3 Employer's Personnel 92

- 2.4 Suspension of Financing 92
- 2.5 Employer's Claims 92

C. The Project Manager 94

- 3.1 Project Manager's Appointment, Duties and Authority 94
- 3.2 Delegation by the Project Manager 96
- 3.3 Instructions of the Project Manager 98
- 3.4 Replacement of the Project Manager 99
- 3.5 Determinations 99

D. The Contractor 99

- 4.1 Contractor's General Obligations 99
- 4.2 Performance Security 100
- 4.3 Contractor's Representative 102
- 4.4 Subcontractors 103
- 4.5 Nominated Subcontractors 104
- 4.6 Co-operation 104
- 4.7 Setting Out 105
- 4.8 Safety Procedures 106
- 4.9 Quality Assurance 106
- 4.10 Site Data 107
- 4.11 Sufficiency of the Accepted Contract Amount 108
- 4.12 Unforeseeable Physical Conditions 108
- 4.13 Rights of Way and Facilities 110
- 4.14 Avoidance of Interference 110
- 4.15 Access Route 110
- 4.16 Transport of Goods 111
- 4.17 Contractor's Equipment 112
- 4.18 Protection of the Environment 112
- 4.19 Electricity, Water and Gas 113
- 4.20 Employer's Equipment and Free-Issue Materials 114
- 4.21 Progress Reports 115
- 4.22 Security of the Site 116
- 4.23 Contractor's Operations on Site 116
- 4.24 Fossils 117

E. Design 118

- 5.1 General Design Obligations 119

5.2	Contractor's Documents	121
5.3	Contractor's Undertaking	124
5.4	Technical Standards and Regulations	124
5.5	Training	126
5.6	As-Built Documents	126
5.7	Operation and Maintenance Manuals	126
5.8	Design Error	127

F. Staff and Labour 127

6.1	Engagement of Staff and Labour	127
6.2	Rates of Wages and Conditions of Labour	128
6.3	Persons in the Service of Employer	128
6.4	Labour Laws	128
6.5	Facilities for Staff and Labour	128
6.6	Health and Safety	128
6.7	Contractor's Superintendence	130
6.8	Contractor's Personnel	130
6.9	Records of Contractor's Personnel and Equipment	131
6.10	Disorderly Conduct	131
6.11	Foreign Personnel	131
6.12	Funeral Arrangements	132
6.13	Prohibition of Forced or Compulsory Labour	132
6.14	Prohibition of Harmful Child Labour	132
6.15	Employment Records of Workers	132

G. Plant, Materials and Workmanship 132

7.1	Manner of Execution	132
7.2	Samples	133
7.3	Inspection	133
7.4	Testing	134
7.5	Rejection	135
7.6	Remedial Work	136
7.7	Ownership of Plant and Materials	137
7.8	Royalties	137

H. Commencement, Delays and Suspension 137

8.1	Commencement of Works	138
8.2	Time for Completion	138

8.3	Programme	140
8.4	Extension of Time for Completion	141
8.5	Rate of Progress	144
8.6	Liquidated Damages	144
8.7	Suspension of Work	146
8.8	Consequences of Suspension	146
8.9	Payment for Plant and Materials in Event of Suspension	146
8.10	Prolonged Suspension	147
8.11	Resumption of Work	147
I.	Tests on Completion	147
9.1	Contractor's Obligations	147
9.2	Delayed Tests	149
9.3	Retesting	149
9.4	Failure to Pass Tests on Completion	150
J.	Employer's Taking Over	150
10.1	Taking Over of the Works and Sections	150
10.2	Taking Over of Parts of the Works	153
10.3	Delay of Tests on Completion	154
10.4	Surfaces Requiring Reinstatement	154
K.	Defects Liability	154
11.1	Completion of Outstanding Work and Remedying Defects	154
11.2	Cost of Remedying Defects	155
11.3	Extension of Defects Liability Period	155
11.4	Failure to Remedy Defects	156
11.5	Removal of Defective Work	157
11.6	Further Tests	157
11.7	Right of Access	157
11.8	Contractor to Search	158
11.9	Performance Certificate	158
11.10	Unfulfilled Obligations	158
11.11	Clearance of Site	158
L.	Tests after Completion	159
12.1	Procedure for Tests after Completion	159
12.2	Delayed Test	160

- 12.3 Retesting 161
- 12.4 Failure to Pass Tests after Completion 161

M. Variations and Adjustments 162

- 13.1 Right to Vary 162
- 13.2 Value Engineering 163
- 13.3 Variation Procedure 165
- 13.4 Payment in Applicable Currencies 166
- 13.5 Provisional Sums 166
- 13.6 Daywork 167
- 13.7 Adjustments for Changes in Legislation 168
- 13.8 Adjustments for Changes in Cost 169

N. Contract Price and Payment 171

- 14.1 The Contract Price 171
- 14.2 Advance Payment 172
- 14.3 Application for Interim Payment Certificates 174
- 14.4 Schedule of Payments 176
- 14.5 Plant and Materials intended for the Works 177
- 14.6 Issue of Interim Payment Certificates 179
- 14.7 Payment and Currency 180
- 14.8 Delayed Payment 181
- 14.9 Payment of Retention Money 181
- 14.10 Statement at Completion 182
- 14.11 Application for Final Payment Certificate 183
- 14.12 Discharge 184
- 14.13 Issue of Final Payment Certificate 184
- 14.14 Cessation of Employer's Liability 185

O. Termination by Employer 185

- 15.1 Notice to Correct 185
- 15.2 Termination by Employer 186
- 15.3 Valuation at Date of Termination 188
- 15.4 Payment after Termination 188
- 15.5 Employer's Entitlement to Termination for Convenience 189
- 15.6 Corrupt or Fraudulent Practices 189

P. Suspension and Termination by the Contractor 190

16.1	Contractor's Entitlement to Suspend Work	190
16.2	Termination by Contractor	192
16.3	Cessation of Work and Removal of Contractor's Equipment	193
16.4	Payment on Termination	193
Q.	Risk and Responsibility	194
17.1	Indemnities	194
17.2	Contractor's Care of the Works	195
17.3	Employer's Risks	196
17.4	Consequences of Employer's Risks	196
17.5	Intellectual and Industrial Property Rights	197
17.6	Limitation of Liability	198
17.7	Use of Employer's Accommodation/Facilities	199
R.	Insurance	199
18.1	General Requirements for Insurances	199
18.2	Insurance for Works and Contractor's Equipment	202
18.3	Insurance against Injury to Persons and Damage to Property	204
18.4	Insurance for Contractor's Personnel	205
S.	Force Majeure	205
19.1	Definition of Force Majeure	205
19.2	Notice of Force Majeure	207
19.3	Duty to Minimize Delay	207
19.4	Consequences of Force Majeure	207
19.5	Force Majeure Affecting Subcontractor	208
19.6	Optional Termination, Payment and Release	208
19.7	Release from Performance	209
T.	Claims, Disputes and Arbitration	210
20.1	Contractor's Claims	210
20.2	Amicable Settlement	212
20.3	Appointment of the Dispute Adjudication Panel	212
20.4	Obtaining Dispute Board's Decision	213
20.5	Arbitration	215
20.6	Failure to Comply with Dispute Board's Decision	216

A. General Provisions

1.1 Definition	In these Conditions of Contract, (General Conditions and Special Conditions), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 The Contract	<p>“Contract” means the Contract entered between the Employer and the Contractor for design and construction of works.</p> <p>“Letter of Acceptance” means the letter of formal acceptance of the bid, signed by the Employer and communicated to the Contractor.</p> <p>“Form of Bid” means the document entitled Form of Bid, which was completed by the Contractor and includes the signed offer to the Employer for the works.</p> <p>“Employer’s Requirement” means the document entitled Employer’s Requirement, as included in the Contract, and any additions and modifications to the Employer’s Requirement in accordance with the Contract. Such document specifies the Works.</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 Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p>

	<p>“Bid” means the Form of Bid and all other documents which the Contractor submitted with the Form of Bid, as included in the Contract.</p> <p>“Bill of Quantities” and “Day Work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.</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 Special Conditions of Contracts (SCC) and the legal successors in title to this person.</p> <p>“Contractor” means the person(s) named as contractor in the Form of Bid accepted by the Employer and the legal successors in title to this person(s).</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 GCC 3.4 [Replacement of the Project Manager].</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 GCC 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.</p> <p>“Employer’s Personnel” means the Project Manager, the assistants referred to in GCC 3.2 [Delegation by the Project Manager] and all other staff, labour and other employees of the Project Manager and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Project Manager, as</p>

	<p>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>“Dispute Adjudication Panel (DAP)” means the person or three persons appointed under GCC 20.3 [Appointment of the Dispute Board] or GCC 20.3 [Failure to Agree on the Composition of the Dispute Board]</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 Bid.</p> <p>“Commencement Date” means the date notified under GCC 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 GCC 8.2 [Time for Completion], as stated in the SCC (with any extension under GCC 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.</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 GCC 9 [Tests on Completion]</p>

	<p>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 GCC 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 Employer’s Requirement after the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>“Defects Liability Period” means the period for notifying defects in the Works or a Section (as the case may be) under GCC 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the SCC (with any extension under GCC 11.3 [Extension of Defects Liability Period]), calculated from the date on which the Works or Section is completed as certified under GCC 10.1 [Taking Over of the Works and Sections].</p> <p>“Performance Certificate” means the certificate issued under GCC 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 GCC 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.</p> <p>“Cost” means all expenditure</p>

	<p>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 GCC 14.13 [Issue of Final Payment Certificate].</p> <p>“Final Statement” means the statement defined in GCC 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 GCC 14 [Contract Price and Payment], other than the Final Payment Certificate.</p> <p>“Currency” means the currency of the Country.</p> <p>“Payment Certificate” means a payment certificate issued under GCC 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 GCC 13.5 [Provisional Sums].</p> <p>“Retention Money” means the accumulated retention moneys which the Employer retains under GCC 14.3 [Application for Interim Payment Certificates] and pays under GCC 14.9 [Payment of Retention Money].</p> <p>“Statement” means a statement submitted by the Contractor as part of an application, under GCC 14 [Contract Price and Payment], for a payment</p>
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	certificate.
1.1.5 Works and Goods	<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</p>

	and the Temporary Works, or either of them as appropriate.
<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 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 Employer’s Requirement; but does not include Plant which has not been taken over by the Employer.</p> <p>“Force Majeure” is defined in GCC 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 GCC 4.2 [Performance Security].</p> <p>“Site” means the place stated in the SCC where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered and any other places as may be specified in the SCC as forming part of the Site.</p> <p>“Unforeseeable” means not reasonably foreseeable by an experienced</p>

	<p>contractor by the Base Date.</p> <p>“Variation” means any change to the Works, which is instructed or approved as a variation under GCC 13 [Variations and Adjustments].</p>
<p>1.2 Interpretation</p>	<p>In the Contract, except where the context requires otherwise:</p> <ul style="list-style-type: none"> (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word “agree,” “agreed” or “agreement” require the agreement to be record in writing; (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and (e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents” <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
<p>1.3 Communications</p>	<p>Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party. The language for communications shall be English</p>

<p>1.4 Governing Language and Law</p>	<p>The governing language of the Contract shall be English.</p> <p>The Contract shall be governed by the laws of Tanzania</p>
<p>1.5 Priority of Documents</p>	<p>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) the Letter of Acceptance; (c) Minutes of negotiations and addenda (if any); (d) the Form of Bid; (e) the Special Conditions of Contract; (f) these General Conditions of Contract; (g) the Employer's Requirements and Drawings (if any); (h) the Schedules; (i) Contractor's Proposal; and (j) any other documents listed in the SCC forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.</p>
<p>1.6 Assignment</p>	<p>The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:</p> <ul style="list-style-type: none"> (a) may assign the whole or any part with the prior consent in writing of the Employer; and

	<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>
<p>1.7 Care and Supply of Documents</p>	<p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager number of copies of Contractor's Documents stated in the SCC.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Employer's Requirements, the Contractor's Documents including Drawings and approved Variations and other communications given under the Contract. Authorized personnel of the Employer shall have the right to access to the aforementioned documents at all reasonable times.</p> <p>If a Party becomes aware of an error or defect of technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
<p>1.8 Error in the Employer's Requirements</p>	<p>If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer requirements, and experienced Contractor exercising due care would not have discovered the error when scrutinizing the employer's requirements under GCC 5.1 (General Design Obligations), the contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 (contractor's claims) to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of</p>

	<p>Time for Completion].</p> <p>After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>1.9 Employer's Use of Contractor's Documents</p>	<p>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.</p> <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

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

	<p>consequences of any failure to do so; and</p> <p>(b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the design, execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.</p>
1.13 Taxes and Duties	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law unless otherwise stated in the SCC .
1.14 Joint and Several Liability	<p>If the Contractor constitutes a joint venture, consortium, association of firms or other unincorporated grouping of two or more persons:</p> <p>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and</p> <p>(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p>
1.15 Instructions, Inspections and Audits	The Employer's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the

	<p>progress of the construction.</p> <p>If the Project Manager instructs the contractor to carry out a test not specified in the Employer's Requirement to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.</p> <p>The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.</p>
<p>B. The Employer</p>	
<p>2.1 Right of Access to the Site</p>	<p>The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the SCC. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received.</p> <p>If no such time is stated in the SCC, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under GCC 8.3 [Programme].</p>

	<p>If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p> <p>However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time and any associated costs.</p>
<p>2.2 Permits, Licences or Approvals</p>	<p>The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:</p> <ul style="list-style-type: none"> (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and (b) any permits, licences or approvals required by the Laws of the Country: <ul style="list-style-type: none"> (i) which the Contractor is required to obtain under GCC 1.12 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is

	removed from the Site.
2.3 Employer's Personnel	<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 GCC 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 GCC 4.8 [Safety Procedures] and under GCC 4.18 [Protection of the Environment].</p>
2.4 Suspension of Financing	<p>If the Government has notified the Employer that the Government has suspended funds, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Project Manager, within 7 days of the Employer having received the suspension notification from the Government.</p> <p>In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) working days, the Parties shall mutually agree on the future events of the Contract</p>
2.5 Employer's Claims	If the Employer considers himself to be

entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Project Manager shall give notice and particulars to the Contractor. However, notice is not required for payments due under GCC 4.19 [Electricity, Water and Gas], under GCC 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Project Manager shall then proceed in accordance with GCC 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Liability Period in accordance with GCC 11.3 [Extension of Defects Liability Period].

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

C. The Project Manager

3.1 Project Manager's Appointment, Duties and Authority

The Employer shall appoint the Project Manager who shall carry out the duties assigned to him in the Contract. The Project Manager shall be an independent legal entity or firm duly registered by relevant professional bodies in Tanzania and contracted by the Employer. The Project Manager's staff shall include suitably qualified Architects/Engineers and other professionals who are competent to carry out these duties.

The Project Manager shall have no authority to amend the Contract without approval of the Employer.

The Project Manager may exercise the authority attributable to the Project Manager as specified in or necessarily to be implied from the Contract. Notwithstanding the provisions of this Contract, if the Project Manager is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as **stated in the SCC**. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Project Manager.

However, whenever the Project Manager exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Project Manager shall seek and obtain a written approval of the Employer.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall be deemed to act for

	<p>the Employer;</p> <p>(b) the Project Manager has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and</p> <p>(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.</p> <p>(d) Any act by the Project Manager in response to a Contractor's request, except otherwise expressly specified, shall be notified in writing to the Contractor within the period stated in the SCC. Provided that such time shall not exceed 28 days from receipt of the request.</p> <p>The following provisions shall apply:</p> <p>The Project Manager shall obtain the specific approval of the Employer before taking action under the following GCCs of these Conditions:</p> <p>(a) GCC 4.12 [Unforeseeable Physical Conditions]: Agreeing or determining an extension of time and/or additional cost.</p> <p>(b) GCC 13.1 [Right to Vary]: Instructing a Variation, except;</p> <p>(i) in an emergency situation as determined by the Project Manager, or</p>
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	<p>(ii) if such a Variation would not increase the total Contract Amount</p> <p>(c) GCC 13.3 [Variation Procedure]: Approving a proposal for Variation submitted by the Contractor in accordance with GCC 13.1 or 13.2.</p> <p>(d) GCC 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies.</p> <p>(e) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Project Manager, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Project Manager, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Project Manager. The Project Manager shall determine an addition to the Contract Price, in respect of such instruction, in accordance with GCC 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer.</p>
<p>3.2 Delegation by the Project Manager</p>	<p>The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident Architect/Engineer and/or independent</p>

	<p>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.</p> <p>However, unless otherwise agreed by both Parties, the Project Manager shall not delegate the authority to determine any matter in accordance with GCC 3.5 [Determinations].</p> <p>Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in GCC 1.4 [Law and Language].</p> <p>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:</p> <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.
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<p>3.3 Instructions of the Project Manager</p>	<p>The Project Manager may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Project Manager, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, GCC 13 [Variations and Adjustments] shall apply.</p> <p>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>
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<p>3.4</p> <p>Replaceme</p>	<p>Notwithstanding GCC 3.1, if the Employer intends to replace the Project Manager, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Project Manager. If the Contractor considers the intended replacement Project Manager to be unsuitable, he has the right to raise reasonable objection against him by notice to the Employer, with supporting particulars, and the Employer shall give consideration to this objection.</p>
<p>3.5 Determinations</p>	<p>Whenever these Conditions provide that the Project Manager shall proceed in accordance with this GCC 3.5 to agree or determine any matter, the Project Manager shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Manager shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Project Manager shall give notice to both Parties of each agreement or determination, with supporting particulars within 14 working days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under GCC 20 [Claims, Disputes and Arbitration].</p>
<p>D. The Contractor</p>	
<p>4.1 Contractor's General Obligations</p>	<p>The Contractor shall design, execute and complete the Works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the Works.</p> <p>The Contractor shall provide the Plant</p>

	<p>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.</p> <p>The works shall include any work which is necessary to satisfy the Employer's Requirements, contractor's proposal and Schedules, or is implied by the contract, and all works which (although not mentioned in the contract) are necessary for stability or for the completion, or safe and proper operation, of the works.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction.</p> <p>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.</p>
<p>4.2 Performance Security</p>	<p>The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the form, amount and currencies stated in the SCC.</p> <p>The Contractor shall deliver the Performance Security to the Employer within 14 working days after receiving the Letter of Acceptance, and shall send a copy to the Project Manager. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the</p>

Employer, and shall be in the form annexed **to the SCC** or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:

- a) failure by the Contractor to extend the validity of the performance security as described in the preceding paragraph, in which event the Employer may claim the full amount of the performance security;
- b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under GCC 2.5 [Employer's Claims] or GCC 20 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination,
- c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied, or
- d) Circumstances which entitle the Employer to termination under GCC

	<p>15.2 [Termination by Employer], irrespective of whether notice of termination has been given.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.</p> <p>The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>
<p>4.3 Contractor's Representative</p>	<p>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.</p> <p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Project Manager for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.</p> <p>The Contractor shall not, without the prior consent of the Project Manager, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the Contractor's performance</p>

	<p>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.</p> <p>The Contractor's Representative shall, on behalf of the Contractor, receive instructions under GCC 3.3 [Instructions of the Project Manager].</p> <p>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.</p> <p>The Contractor's Representative shall be fluent in the language for communications defined in GCC 1.4 [Law and Language].</p>
<p>4.4 Subcontractors</p>	<p>The Contractor shall not subcontract the whole of the Works.</p> <p>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:</p> <p>(a) the Contractor shall not be required to obtain consent to suppliers of Materials, or to a subcontract for which the Subcontractor is named in the Contract;</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>4.5 Nominated Subcontractors</p>	<p>In this GCC, "nominated Subcontractor" means a Subcontractor whom the Project Manager, under GCC 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor. The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars.</p>
<p>4.6 Co-operation</p>	<p>The Contractor shall, as specified in the Contract or as instructed by the Project Manager, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>Any such instruction may constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>The Contractor shall be responsible for his construction activities on the Site,</p>

	<p>and shall co-ordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Project Manager in the time and manner stated in the Employer's Requirements.</p>
<p>4.7 Setting Out</p>	<p>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.</p> <p>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.</p> <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 GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion].</p> <p>After receiving this further notice, the Project Manager shall proceed in</p>

	<p>accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>4.8 Safety Procedures</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under GCC 10 [Employer’s Taking Over], and (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
<p>4.9 Quality Assurance</p>	<p>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.</p> <p>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</p>

	<p>Manager, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
<p>4.10 Site Data</p>	<p>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.</p> <p>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):</p> <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,

	<p>(d) the Laws, procedures and labour practices of the Country, and</p> <p>(e) the Contractor’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</p>
<p>4.11 Sufficiency of the Accepted Contract Amount</p>	<p>The Contractor shall be deemed to:</p> <p>(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and</p> <p>(b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in GCC 4.10 [Site Data] and any further data relevant to the Contractor’s design.</p> <p>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor’s obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.</p>
<p>4.12 Unforeseeable Physical Conditions</p>	<p>In this GCC, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>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> <p>This notice shall describe the physical</p>

conditions, so that they can be inspected by the Project Manager, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Project Manager may give. If an instruction constitutes a Variation, GCC 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor may be entitled subject to notice under GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for any such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion].

After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.

However, before additional Cost is finally agreed or determined under subparagraph (ii), the Project Manager may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Project Manager may proceed in accordance with GCC 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions)

	<p>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.</p> <p>The Project Manager may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.</p>
<p>4.13 Rights of Way and Facilities</p>	<p>The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.</p>
<p>4.14 Avoidance of Interference</p>	<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <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. <p>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.</p>
<p>4.15 Access Route</p>	<p>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</p>

	<p>Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.</p> <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.
<p>4.16 Transport of Goods</p>	<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

	<p>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.</p>
<p>4.17 Contractor's Equipment</p>	<p>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.</p>
<p>4.18 Protection of the Environment</p>	<p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Employer's Requirement or prescribed by applicable Laws.</p>

<p>4.19 Electricity, Water and Gas</p>	<p>The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Employer's Requirements, for the tests.</p> <p>The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Employer's Requirement. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.</p> <p>The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Project Manager in accordance with GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.</p>
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4.20 Employer's Equipment and Free-Issue Materials

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Schedule of Prices. Unless otherwise stated in the Employer's Requirement:

- (a) the Employer shall be responsible for the Employer's Equipment, except that
- (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Project Manager in accordance with GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Employer's Requirement. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

<p>4.21 Progress Reports</p>	<p>Unless otherwise stated in the SCC, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 working days after the last day of the period to which it relates.</p> <p>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>Each report shall include:</p> <ul style="list-style-type: none"> (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in GCC 4.5 [Nominated Subcontractors]), (b) photographs showing the status of manufacture and of progress on the Site; (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: <ul style="list-style-type: none"> (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and
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	<ul style="list-style-type: none"> (iv) shipment and arrival at the Site; (d) the details described in GCC 6.10 [Records of Contractor’s Personnel and Equipment]; (e) copies of quality assurance documents, test results and certificates of Materials; (f) list of notices given under GCC 2.5 [Employer’s Claims] and notices given under GCC 20.1 [Contractor’s Claims]; (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
<p>4.22 Security of the Site</p>	<p>Unless otherwise stated in the SCC:</p> <ul style="list-style-type: none"> (a) The Contractor shall be responsible for security of the site; (b) the Contractor shall be responsible for keeping unauthorised persons off the Site; and (c) authorised persons shall be limited to the Contractor’s Personnel and the Employer’s Personnel; and to any other personnel notified to the Contractor, by the Employer or the Project Manager, as authorised personnel of the Employer’s other contractors on the Site.
<p>4.23 Contractor’s Operations on Site</p>	<p>The Contractor shall confine his operations to the Site, and to any</p>

	<p>additional areas which may be obtained by the Contractor and agreed by the Project Manager as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <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 Temporary Works which are no longer required.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.</p>
<p>4.24 Fossils</p>	<p>All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workers or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal</p>

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

5.1 General Design Obligations

The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are Architects/engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements. Unless otherwise stated in the Contract, the Contractor shall submit to the Project Manager for consent the name and particulars of each proposed designer and design Subcontractor.

The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Project Manager at all reasonable times, until the expiry date of the relevant Defects Liability Period.

Upon receiving notice under GCC 8.1 [Commencement of Works], the Contractor shall scrutinise the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in GCC 4.7 [Setting Out]. Within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Project Manager of any error, fault or other defect found in the Employer's Requirements or these items of reference.

After receiving this notice, the Project Manager shall determine whether GCC 13 [Variations and Adjustments] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the

	Employer's Requirements before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.
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<p>5.2 Contractor's Documents</p>	<p>The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in GCC 5.6 [As-Built Documents] and GCC 5.7 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in GCC 1.4 [Law and Language].</p> <p>The Contractor shall prepare all Contractors' Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel. The Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared.</p> <p>If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Project Manager for review and/or for approval, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this GCC, (i) "review period" means the period required by the Project Manager for review and (if so specified) for approval, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval.</p> <p>Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 21 days, calculated from the date on which the Project Manager receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's Document is considered</p>
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ready, both for review (and approval, if so specified) in accordance with this GCC and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply.

The Project Manager may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this GCC, at the Contractor's cost.

For each part of the Works, and except to the extent that the prior approval or consent of the Project Manager shall have been obtained:

(a) in the case of a Contractor's Document which has (as specified) been submitted for the Project Manager's approval:

(i) the Project Manager shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract;

(ii) execution of such part of the Works shall not commence until the Project Manager has approved the Contractor's Document; and

(iii) the Project Manager shall be deemed to have approved the Contractor's Document upon the expiry of the review periods for all the Contractor's Documents

	<p>which are relevant to the design and execution of such part, unless the Project Manager has previously notified otherwise in accordance with subparagraph (i);</p> <p>(b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution;</p> <p>(c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) Contractor's Documents; and</p> <p>(d) if the Contractor wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the Contractor shall immediately give notice to the Project Manager. Thereafter, the Contractor shall submit revised documents to the Project Manager in accordance with the above procedure.</p> <p>If the Project Manager instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly.</p> <p>Any such approval or consent, or any review (under this GCC or otherwise), shall not relieve the Contractor from any obligation or responsibility.</p>
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<p>5.3 Contractor's Undertakings</p>	<p>The Contractor undertakes that the design, the Contractor's Documents, the execution and the completed Works will be in accordance with:</p> <p>(a) the Laws of Tanzania, and</p> <p>(b) the documents forming the Contract, as altered or modified by Variations.</p>
<p>5.4 Technical Standards and Regulations</p>	<p>The design, the Contractor's Documents, the execution and the completed Works shall comply with the Country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws.</p> <p>All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works or Section are taken over by the Employer under GCC 10 [Employer's Taking Over]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.</p> <p>If changed or new applicable standards come into force in the Country after the Base Date, the Contractor shall give notice to the Project Manager and (if appropriate) submit proposals for compliance. In the event that:</p> <p>(a) the Project Manager determines that compliance is required, and</p> <p>(b) the proposals for compliance constitute a variation, then the Project Manager may initiate a Variation in accordance with GCC 13 [Variations and Adjustments].</p>

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<p>5.5 Training</p>	<p>The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until this training has been completed.</p>
<p>5.6 As-Built Documents</p>	<p>The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this GCC. Two copies shall be supplied to the Project Manager prior to the commencement of the Tests on Completion.</p> <p>In addition, the Contractor shall supply to the Project Manager as-built drawings of the Works, showing all Works as executed, and submit them to the Project Manager for review under GCC 5.2 [Contractor's Documents]. The Contractor shall obtain the consent of the Project Manager as to their size, the referencing system, and other relevant details.</p> <p>Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Project Manager the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Section s] until the Project Manager has received these documents.</p>
<p>5.7 Operation and Maintenance</p>	<p>Prior to commencement of the Tests on</p>

Manuals	<p>Completion, the Contractor shall supply to the Project Manager provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant.</p> <p>The Works shall not be considered to be completed for the purposes of taking-over under GCC 10.1 [Taking Over of the Works and Sections] until the Project Manager has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.</p>
5.8 Design Error	<p>If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause</p>
F. Staff and Labour	
6.1 Engagement of Staff and Labour	<p>Except as otherwise stated in the Employer's Requirement, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.</p> <p>The Contractor shall be obliged, to the extent practicable and reasonable, to employ staff and labour in compliance with Laws of Tanzania.</p>

<p>6.2 Rates of Wages and Conditions of Labour</p>	<p>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.</p>
<p>6.3 Persons in the Service of Employer</p>	<p>The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.</p>
<p>6.4 Labour Laws</p>	<p>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.</p> <p>The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p>
<p>6.5 Facilities for Staff and Labour</p>	<p>Except as otherwise stated in the Employer's Requirement, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirement.</p> <p>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.</p>
<p>6.6 Health and Safety</p>	<p>The Contractor shall at all times take all</p>

	<p>reasonable precautions to maintain the health and safety of the Contractor's Personnel and the Public in accordance with the governing occupational health and safety Laws. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>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.</p> <p>The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV between and among the Contractor's Personnel and the local community, to promote</p>
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	<p>early diagnosis and to assist affected individuals.</p>
<p>6.7 Contractor's Superintendence</p>	<p>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.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in GCC 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p>
<p>6.8 Contractor's Personnel</p>	<p>The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:</p> <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 conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment. <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p>

<p>6.9 Records of Contractor's Personnel and Equipment</p>	<p>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.</p>
<p>6.10 Disorderly Conduct</p>	<p>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.</p>
<p>6.11 Foreign Personnel</p>	<p>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.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>

<p>6.12 Funeral Arrangements</p>	<p>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>
<p>6.13 Prohibition of Forced or Compulsory Labour</p>	<p>The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.</p>
<p>6.14 Prohibition of Harmful Child Labour</p>	<p>The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p>
<p>6.15 Employment Records of Workers</p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Project Manager, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under GCC 6.10 [Records of Contractor's Personnel and Equipment].</p>
<p>G. Plant, Materials and Workmanship</p>	
<p>7.1 Manner of Execution</p>	<p>The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:</p> <p>(a) in the manner (if any) specified in the Contract,</p>

	<p>(b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and</p> <p>(c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.</p>
<p>7.2 Samples</p>	<p>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> <p>(a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and</p> <p>(b) additional samples instructed by the Project Manager as a Variation.</p> <p>Each sample shall be labelled as to origin and intended use in the Works.</p>
<p>7.3 Inspection</p>	<p>The Authorized Employer's Personnel shall at all reasonable times:</p> <p>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</p> <p>(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> <p>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>The Contractor shall give notice to the</p>

	<p>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>
<p>7.4 Testing</p>	<p>This GCC shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Project Manager, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Project Manager may, under GCC 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Project Manager shall give the Contractor not less than 24 hours' notice</p>

	<p>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.</p> <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor’s Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion].</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p> <p>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.</p>
<p>7.5 Rejection</p>	<p>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</p>

	<p>complies with the Contract.</p> <p>If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.</p>
<p>7.6 Remedial Work</p>	<p>Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to:</p> <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. <p>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 subparagraph (c).</p> <p>If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.</p>

<p>7.7 Ownership of Plant and Materials</p>	<p>Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <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 GCC 8.10 [Payment for Plant and Materials in Event of Suspension].
<p>7.8 Royalties</p>	<p>Unless otherwise stated in the Employer's Requirements, the Contractor shall pay all royalties, rents and other payments for:</p> <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.
<p>H. Commencement, Delays and Suspension</p>	

<p>8.1 Commencement of Works</p>	<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 fulfillment and instructing to commence the Works is received by the Contractor:</p> <ul style="list-style-type: none"> (a) Signing of the Contract by both Parties, and if required, approval of the Contract by relevant authorities in the Country; and (b) except if otherwise specified in the SCC, possession of the Site given to the Contractor together with such permission(s) under (a) of GCC 1.13 [Compliance with Laws] as required for the commencement of the Works <p>Where the above conditions have been met and the Project Manager’s instruction is received by the Contractor, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p> <p>Where the conditions (a) and (b) above have been met and the Project Manager’s instruction is not received by the Contractor within 180 days from the date of signing the Contract without any justifiable reasons, the Contractor may terminate the Contract under GCC 16.2 [Termination by Contractor].</p>
<p>8.2 Time for Completion</p>	<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 GCC 10.1 [Taking Over of the works and sections]</p>
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<p>8.3 Programme</p>	<p>The Contractor shall submit a detailed time programme to the Project Manager within 14 working days after receiving the notice under GCC 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:</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, Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, testing, commissioning and trial operation, (b) the periods for reviews under GCC 5.2 [Contractor's Documents] and for any other submissions, approvals and consents specified in the Employer's Requirements, (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: <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. <p>Unless the Project Manager, within 14 working days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the</p>
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	<p>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> <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 GCC 13.3 [Variation Procedure].</p> <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 GCC.</p>
<p>8.4 Extension of Time for Completion</p>	<p>The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work.</p> <p>The Contractor shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of GCC 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <p>(a) a Variation (unless an adjustment to the Time for Completion has been agreed</p>

	<p>under GCC 13.3 [Variation Procedure]),</p> <p>(b) a cause of delay giving an entitlement to extension of time under a GCC of these Conditions,</p> <p>(c) exceptionally adverse climatic conditions,</p> <p>(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or</p> <p>(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.</p> <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Project Manager in accordance with GCC 20.1 [Contractor's Claims]. When determining each extension of time under GCC 20.1, the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p> <p>The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.</p> <p>In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a</p>
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	ground for not granting the extension of the Intended Completion Date.
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<p>8.5 Rate of Progress</p>	<p>If, at any time:</p> <p>(a) actual progress is too slow to complete within the Time for Completion, and/or</p> <p>(b) progress has fallen (or will fall) behind the current programme under GCC 8.3 [Programme],</p> <p>other than as a result of a cause listed in GCC 8.4 [Extension of Time for Completion], then the Project Manager may, upon written approval of the Employer, instruct the Contractor to submit, under GCC 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.</p> <p>Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under GCC 8.7 below</p>
<p>8.6 Liquidated Damages</p>	<p>The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security stated in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor.</p>

	<p>Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 51.1</p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 45.1</p>
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<p>8.7 Suspension of Work</p>	<p>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.</p> <p>The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following GCCs 8.8, 8.9 and 8.10 shall not apply.</p>
<p>8.8 Consequences of Suspension</p>	<p>If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC 8.7 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC 8.7 [Suspension of Work].</p>
<p>8.9 Payment for Plant and Materials in Event of Suspension</p>	<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>
8.10 Prolonged Suspension	<p>If the suspension under GCC 8.7 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Project Manager's permission to proceed.</p> <p>If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under GCC 13 [Variations and Adjustments] of the affected part of the Works.</p> <p>If the suspension affects the whole of the Works, the Contractor may give notice of termination under GCC 16.2 [Termination by Contractor].</p>
8.11 Resumption of Work	<p>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.</p>
I. Tests on Completion	
9.1 Contractor's Obligations	<p>The Contractor shall carry out the Tests on Completion in accordance with this Clause and GCC 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of GCC 4.1 [Contractor's General Obligations].</p>

The Contractor shall give to the Project Manager not less than 21 days notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 working days after this date, on such day or days as the Project Manager may instruct.

Unless otherwise stated **in the SCC**, the Tests on Completion shall be carried out in the following sequence:

- (a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage;
- (b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and
- (c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.

During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Project Manager that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Schedule of Guarantees.

Trial operation shall not constitute a taking-over under GCC 10 [Employer's Taking Over]. Any product produced by the Works during trial operation shall be

	<p>the property of the Employer.</p> <p>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.</p>
<p>9.2 Delayed Tests</p>	<p>If the Tests on Completion are being unduly delayed by the Employer, GCC 7.4 [Testing] (fifth paragraph) and/or GCC 10.3 [Interference with Tests on Completion] shall be applicable.</p> <p>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.</p> <p>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.</p>
<p>9.3 Retesting</p>	<p>If the Works, or a Section, fail to pass the Tests on Completion, GCC 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the</p>

	same terms and conditions.
9.4 Failure to Pass Tests on Completion	<p>If the Works, or a Section, fail to pass the Tests on Completion repeated under GCC 9.3 [Retesting], the Project Manager may:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion under GCC 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of GCC 11.4 [Failure to Remedy Defects]; or (c) issue a Taking-Over Certificate, if the Employer so requests. <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.</p> <p>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:</p> <ul style="list-style-type: none"> (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under GCC 2.5 [Employer's Claims] and GCC 3.5 [Determinations].
J. Employer's Taking Over	
10.1 Taking Over of the Works and Sections	Except as stated in GCC 9.4 [Failure to Pass Tests on Completion], the Works

shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in GCC 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and

(ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this GCC.

The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 working days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Project Manager shall, within 28 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this GCC.

If the Project Manager fails either to issue the Taking-Over Certificate or to

	<p>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.</p>
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10.2 Taking Over of Parts of the Works

The Project Manager may, at the sole discretion and written approval of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, unless otherwise agreed by the Parties, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
- (c) if requested by the Contractor, the Project Manager shall issue a Taking-Over Certificate for this part.

After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Liability Period.

If the Contractor incurs cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall

- (a) give notice to the Project Manager and

- (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which

<p>10.3 Delay of Tests on Completion</p>	<p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible and the suffers a delay, the Contractor shall give notice to the Project Manager and may be entitled subject to GCC 20.1 [Contractor's Claims], to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>10.4 Surfaces Requiring Reinstatement</p>	<p>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.</p>
<p>K. Defects Liability</p>	
<p>11.1 Completion of Outstanding Work and Remedying Defects</p>	<p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Liability Period or as soon as practicable thereafter, the Contractor shall:</p> <ul style="list-style-type: none"> (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Project Manager, and (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period

	<p>for the Works or Section (as the case may be).</p> <p>If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.</p>
<p>11.2 Cost of Remedying Defects</p>	<p>All work referred to in sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <ul style="list-style-type: none"> (a) any design for which the Contractor is responsible, (b) Plant, Materials or workmanship not being in accordance with the Contract, or (c) failure by the Contractor to comply with any other obligation. <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and GCC 13.3 [Variation Procedure] shall apply.</p>
<p>11.3 Extension of Defects Liability Period</p>	<p>The Employer shall be entitled subject to GCC 2.5 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, that extension shall not exceed two years.</p> <p>If delivery and/or erection of Plant and/or Materials was suspended under GCC 8.8 [Suspension of Work] or GCC</p>

	<p>16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and/or Materials would otherwise have expired.</p>
<p>11.4 Failure to Remedy Defects</p>	<p>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.</p> <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 GCC 11.2 [Cost of Remedying Defects], the Employer may (at his option):</p> <ul style="list-style-type: none"> (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to GCC 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Project Manager to determine a reasonable reduction in the Contract Price in accordance with GCC 3.5 [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be

	<p>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	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives written consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.</p>
11.6 Further Tests	<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 14 working days after the defect or damage is remedied.</p> <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	<p>Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's security restrictions.</p>

<p>11.8 Contractor to Search</p>	<p>The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager. Unless the defect is to be remedied at the cost of the Contractor under GCC 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Project Manager in accordance with GCC 3.5 [Determinations] and shall be included in the Contract Price.</p>
<p>11.9 Performance Certificate</p>	<p>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.</p> <p>The Project Manager shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.</p> <p>Only the Performance Certificate shall be deemed to constitute acceptance of the Works.</p>
<p>11.10 Unfulfilled Obligations</p>	<p>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.</p>
<p>11.11 Clearance of Site</p>	<p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and</p>

	<p>Temporary Works from the Site.</p> <p>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> <p>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>
<p>L. Tests after Completion</p>	
<p>12.1 Procedure for Tests after Completion</p>	<p>If Tests after Completion are specified in the SCC, this Clause shall apply. Unless otherwise stated in the SCC, the Employer shall:</p> <ul style="list-style-type: none"> (a) provide all electricity, equipment, fuel, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently, and (b) carry out the Tests after Completion in accordance with the manuals supplied by the Contractor under GCC 5.7 [Operation and Maintenance Manuals] and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such Contractor's Personnel as either Party may reasonably request. <p>The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works or Section</p>

	<p>have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 working days after this date, on the day or days determined by the Employer.</p> <p>If the Contractor does not attend at the time and place agreed, the Employer may proceed with the Tests after Completion, which shall be deemed to have been made in the Contractor's presence, and the Contractor shall accept the readings as accurate.</p> <p>The results of the Tests after Completion shall be compiled and evaluated by both Parties. Appropriate account shall be taken of the effect of the Employer's prior use of the Works.</p>
<p>12.2 Delayed Test</p>	<p>If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall</p> <ul style="list-style-type: none"> (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine this Cost and profit.</p> <p>If, for reasons not attributable to the Contractor, a Tests after Completion on the Works or any Section cannot be completed during the Defects Liability Period (or any other period agreed upon</p>

	<p>by both Parties), then the Parties to agree on the final date of completing the test.</p>
<p>12.3 Retesting</p>	<p>If the Works, or a Section, fail to pass the Tests after Completion:</p> <ul style="list-style-type: none"> (a) sub-paragraph (b) of GCC 11.1 [Completion of Outstanding Work and Remedying Defects] shall apply; and (b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions. <p>If and to the extent that this failure and retesting are attributable to any of the matters listed in sub-paragraphs (a) to (d) of GCC 11.2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to GCC 2.5 [Employer's Claims] pay these costs to the Employer.</p>
<p>12.4 Failure to Pass Tests after Completion</p>	<p>If the following conditions apply, namely:</p> <ul style="list-style-type: none"> (a) the Works, or a Section, fail to pass any or all of the Tests after Completion, (b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and (c) the Contractor pays this relevant sum to the Employer during the Defects Liability Period, then the Works or Section shall be deemed to have passed these Tests after Completion. <p>If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make</p>

	<p>adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Liability Period, the Contractor shall be relieved of this obligation.</p> <p>If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Tests after Completion or to carry out any adjustments or modifications, the Contractor may:</p> <ul style="list-style-type: none"> (a) give notice to the Project Manager; and (b) be entitled subject to GCC 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the matter.</p>
M. Variations and Adjustments	
13.1 Right to Vary	Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request

	<p>for the Contractor to submit a proposal.</p> <p>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.</p> <p>Variation may be in the form of:</p> <ul style="list-style-type: none"> (a) changes to the quantities of any item of work included in the Contract; (a) changes to the quality and other characteristics of any item of work; (b) changes to the levels, positions and/or dimensions of any part of the Works; (a) omission of any Work unless it is to be carried out by others; (b) any additional Work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or (c) changes to the sequence or timing of the execution of the Works. <p>The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Project Manager, with prior written approval of the Employer, instructs a Variation.</p>
<p>13.2 Value Engineering</p>	<p>The Contractor may, at any time, submit to the Project Manager a written</p>

proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in GCC 13.3 [Variation Procedure].

If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- (a) the Contractor shall design this part,
- (b) sub-paragraphs (a) to (d) of GCC 4.1 [Contractor's General Obligations] shall apply, and
- (c) if this change results in a reduction in the contract value of this part, the Project Manager shall upon Employer's approval proceed in accordance with GCC 3.5 [Determinations] to determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - (i) such reduction in contract value, resulting from the change, excluding adjustments under GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost],and
 - (ii) the reduction (if any) in the value to the Employer of the varied works, taking account

	<p>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>
<p>13.3 Variation Procedure</p>	<p>If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:</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 GCC 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. <p>The Project Manager shall, as soon as practicable after receiving such proposal (under GCC 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.</p> <p>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>Upon instructing or approving a Variation, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the</p>

	Contractor's submissions under GCC 13.2 [Value Engineering] if applicable.
13.4 Payment in Applicable Currencies	If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.
13.5 Provisional Sums	<p>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 GCC 13.3 [Variation Procedure]; and/or (b) Plant, Materials or services to be purchased by the Contractor, for which there shall be included in the Contract Price: <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

	<p>relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied.</p> <p>The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.</p>
<p>13.6 Daywork</p>	<p>For work of a minor or incidental nature, the Project Manager may instruct that such work be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this GCC shall not apply.</p> <p>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.</p> <p>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:</p> <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. <p>One copy of each statement will, if</p>

	<p>correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Statement under GCC 14.3 [Application for Interim Payment Certificates].</p>
<p>13.7 Adjustments for Changes in Legislation</p>	<p>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.</p> <p>If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p> <p>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</p>

	<p>the table of adjustment data in accordance with the provisions of GCC 13.8.</p>
<p>13.8 Adjustments for Changes in Cost</p>	<p>In this GCC, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this GCC shall not apply.</p> <p>If this GCC applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this GCC. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.</p> <p>The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:</p> $P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$ <p>where:</p> <p>“P_n” 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>

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the “currency of index” (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of

	<p>this relevant currency on the above date for which the index is required to be applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>N. Contract Price and Payment</p>	
<p>14.1 The Contract Price</p>	<p>Unless otherwise stated in the SCC:</p> <p>(a) the Contract Price shall be the lumpsum contract amount agreed or determined under GCC 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;</p> <p>(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in GCC 13.7 [Adjustments for</p>

	<p>Changes in Legislation];</p> <p>(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:</p> <p>(i) of the Works which the Contractor is required to execute, or</p> <p>(ii) for the purposes of GCC 12 [Measurement and Evaluation]; and</p> <p>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.</p>
<p>14.2 Advance Payment</p>	<p>If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the manner stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.</p> <p>The Contractor shall use the advance payment to pay for mobilization and design expenses required specifically for design and execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this</p>

way by supplying copies of invoices or other documents to the Project Manager.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the SCC, this GCC shall not apply.

The Project Manager shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under GCC 14.3 [Application for Interim Payment Certificates]) and after the Employer receives

(a) the Performance Security in accordance with GCC 4.2 [Performance Security]; and

(b) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the SCC or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless otherwise stated **in the SCC**, the advance payment shall be repaid through percentage deductions from the

	<p>interim payments determined by the Project Manager in accordance with GCC 14.6 [Issue of Interim Payment Certificates], as follows:</p> <p>(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</p> <p>(b) deductions shall be made at the amortisation rate stated in the SCC of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when eighty per cent (80%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under GCC 15 [Termination by Employer], GCC 16 [Suspension and Termination by Contractor] or GCC 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under GCC 15 [Termination by Employer] and GCC 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.</p>
14.3 Application for Interim	The Contractor shall submit a Statement

<p>Payment Certificates</p>	<p>in six copies to the Project Manager after the end of each month, in a form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with GCC 4.21 [Progress Reports].</p> <p>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 sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with GCC 13.7 [Adjustments for Changes in Legislation] and GCC 13.8 [Adjustments for Changes in Cost]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the SCC to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the SCC; (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with GCC 14.2 [Advance Payment];
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	<ul style="list-style-type: none"> (e) any amounts to be added and deducted for Plant and Materials in accordance with GCC 14.5 [Plant and Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC 20 [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates.
<p>14.4 Schedule of Payments</p>	<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> <ul style="list-style-type: none"> (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates]; (b) GCC 14.5 [Plant and Materials intended for the Works] shall not apply; and (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Project Manager may proceed in accordance with GCC 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less than that on which the instalments were previously based. <p>If the Contract does not include a schedule of payments, the Contractor</p>

	<p>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>
<p>14.5 Plant and Materials intended for the Works</p>	<p>If this GCC applies, Interim Payment Certificates shall include, under sub-paragraph (e) of GCC 14.3,</p> <ul style="list-style-type: none"> (a) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (b) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of GCC 14.3 [Application for Interim Payment Certificates]. <p>If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the SCC, this GCC shall not apply.</p> <p>The Project Manager shall determine and certify each addition if the following conditions are satisfied:</p> <ul style="list-style-type: none"> (a) the Contractor has: <ul style="list-style-type: none"> (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; <p>and either:</p>

	<p>(b) the relevant Plant and Materials:</p> <ul style="list-style-type: none"> (i) are those listed in the Schedules for payment when shipped, (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Project Manager together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this GCC: this guarantee may be in a similar form to the form referred to in GCC 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; <p>or</p> <p>(c) the relevant Plant and Materials:</p> <ul style="list-style-type: none"> (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.
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	<p>The additional amount to be certified shall be the equivalent of eighty percent of the Project Manager’s determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this GCC and of the contract value of the Plant and Materials.</p> <p>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 subparagraph (a) of GCC 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.</p>
<p>14.6 Issue of Interim Payment Certificates</p>	<p>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.</p> <p>However, prior to issuing the Taking-Over Certificate for the Works, the Project Manager shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) pursuant to GCC 14.2. In this event, the Project Manager shall give notice to the Contractor accordingly.</p>

	<p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ul style="list-style-type: none"> (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Project Manager, the value of this work or obligation may be withheld until the work or obligation has been performed. <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>
<p>14.7 Payment and Currency</p>	<p>The Employer shall pay to the Contractor:</p> <ul style="list-style-type: none"> (a) the amount certified in each Interim Payment Certificate within 56 days after the Project Manager receives the Statement and supporting documents or, at a time when the funds or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted. Any discrepancy shall be rectified in the next payment to the Contractor; and

	<p>(b) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Government's fund (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with GCC 16.2.</p> <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> <p>The currency of payment shall be stated in the SCC. Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of signing the Contract .</p>
<p>14.8 Delayed Payment</p>	<p>If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of signing the Contract for each of the currencies in which payments are made.</p>
<p>14.9 Payment of Retention Money</p>	<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> <p>If a Taking-Over Certificate is issued for</p>

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

	<p>Certificates], showing:</p> <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. <p>The Project Manager shall then certify in accordance with GCC 14.6 [Issue of Interim Payment Certificates].</p>
<p>14.11 Application for Final Payment Certificate</p>	<p>Within 56 days after receiving the Performance Certificate, unless otherwise stated in the SCC, the Contractor shall submit to the Project Manager, six copies of a final statement with supporting documents showing in detail in a form approved by the Project Manager:</p> <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. <p>If the Project Manager disagrees with or cannot verify any part of the final statement, the Contractor shall submit such further information as the Project Manager may reasonably require within 28 days from receipt of the said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Project Manager the final statement as agreed. This agreed</p>

	<p>statement is referred to in these Conditions as the “Final Statement”.</p> <p>However if, following discussions between the Project Manager and the Contractor and any changes to the final statement which are agreed, it becomes evident that a dispute exists, the Project Manager shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under GCC 20.4 [Obtaining Dispute Board’s Decision] or GCC 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Project Manager) a Final Statement.</p>
<p>14.12 Discharge</p>	<p>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>Within 28 days after receiving the Final Statement and a written discharge in accordance with GCC 14.11 [Application for Final Payment Certificate] and GCC 14.12 [Discharge], the Project Manager shall deliver to the Employer and to the Contractor, the Final Payment Certificate which shall state:</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

	<p>balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with GCC 14.11 [Application for Final Payment Certificate] and GCC 14.12 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount based on his determination of final Statement submitted by the Contractor.</p>
<p>14.14 Cessation of Employer’s Liability</p>	<p>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 GCC 14.10 [Statement at Completion]. <p>However, this GCC shall not limit the Employer’s liability under his indemnification obligations, or the Employer’s liability in any case of fraud, deliberate default or reckless misconduct by the Employer.</p>
<p>O. Termination by Employer</p>	
<p>15.1 Notice to Correct</p>	<p>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</p>

	and to remedy it within a specified reasonable time.
15.2 Termination by Employer	<p>The Employer may terminate the Contract if the Contractor:</p> <ul style="list-style-type: none"> (a) fails to comply with GCC 4.2 [Performance Security] or with a notice under GCC 15.1 [Notice to Correct], (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails: <ul style="list-style-type: none"> (i) to proceed with the Works in accordance with GCC 8 [Commencement, Delays and Suspension], or (ii) to comply with a notice issued under GCC 7.5 [Rejection] or GCC 7.6 [Remedial Work], within 28 days after receiving it, (d) subcontracts the whole of the Works or assigns the Contract without the required agreement, (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or

	<p>reward:</p> <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 for bearing 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> <p>In any of these events or circumstances, the Employer may, upon giving 14 working days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.</p> <p>The Employer's choice to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p> <p>The Contractor shall then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Project Manager. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice</p> <ul style="list-style-type: none"> i) for the assignment of any subcontract, and ii) for the protection of life or property or for the safety of the Works.
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	<p>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>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>As soon as practicable after a notice of termination under GCC 15.2 [Termination by Employer] has taken effect, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.</p>
<p>15.4 Payment after Termination</p>	<p>After a notice of termination under GCC 15.2 [Termination by Employer] has taken effect, the Employer may:</p> <ul style="list-style-type: none"> (a) proceed in accordance with GCC 2.5 [Employer's Claims], (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or

	<p>(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under GCC 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.</p>
<p>15.5 Employer’s Entitlement to Termination for Convenience</p>	<p>The Employer shall be entitled to terminate the Contract, at any time for the Employer’s convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this GCC in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under GCC 16.4 [Payment on Termination].</p> <p>After this termination, the Contractor shall proceed in accordance with GCC 16.3 [Cessation of Work and Removal of Contractor’s Equipment] and shall be paid in accordance with GCC 19.6 [Optional Termination, Payment and Release].</p>
<p>15.6 Corrupt or Fraudulent Practices</p>	<p>If the Contractor is determined by Competent Authority that he has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of GCC 15 shall apply</p>

	<p>as if such expulsion had been made under GCC 15.2 [Contractor's Personnel].</p> <p>For the purposes of this GCC:</p> <p>(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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels;</p> <p>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.</p>
<p>P. Suspension and Termination by the Contractor</p>	
<p>16.1 Contractor's Entitlement to Suspend Work</p>	<p>If the Project Manager fails to certify in accordance with GCC 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with GCC 2.4 [Employer's Financial Arrangements] or GCC 14.7 [Payment], the Contractor may,</p>

	<p>after giving not less than 28 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>Notwithstanding the above, if the Government has suspended disbursements, which finances in whole or in part the execution of the Works, and no agreement has been reached by the parties pursuant to GCC 2.8, the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 14 working days after the Employer having received the suspension notification from the Government.</p> <p>The Contractor's action shall not prejudice his entitlements to interest under GCC 14.8 [Delayed Payment] and to termination under GCC 16.2 [Termination by Contractor].</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant GCC and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this GCC, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion], and</p>
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	<p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>16.2 Termination by Contractor</p>	<p>The Contractor may terminate the Contract if:</p> <ul style="list-style-type: none"> (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under GCC 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with GCC 2.4 [failure to reach agreement upon Government suspension of financing] (b) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the execution of the Contract; (c) the Employer fails to comply with GCC 1.6 [Contract]; (d) a prolonged suspension affects the whole of the Works as described in GCC 8.11 [Prolonged Suspension], or (e) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. (f) In the event the Government suspends the funds from which part of the payments to the Contractor are being made and the

	<p>time agreed for future event pursuant to GCC 2.4 has expired.</p> <p>(g) the Contractor does not receive the Project Manager’s instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under GCC 8.1 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 14 working days notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (g), the Contractor may by notice terminate the Contract immediately.</p> <p>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>After a notice of termination under GCC 15.5 [Employer’s Entitlement to Termination for Convenience], GCC 16.2 [Termination by Contractor] or GCC 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <p>(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,</p> <p>(b) hand over Contractor’s Documents, Plant, Materials and other work; and</p> <p>(c) remove all other Goods which are property of the Contractor from the Site, except as necessary for safety, and leave the Site.</p>
<p>16.4 Payment on Termination</p>	<p>After a notice of termination under GCC</p>

	<p>16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:</p> <ul style="list-style-type: none"> (a) pay the Contractor in accordance with GCC 19.6 [Optional Termination, Payment and Release], and (b) return the Performance Security to the Contractor provided that all performance obligation of the Contractor have been fulfilled.
<p>Q. Risk and Responsibility</p>	
<p>17.1 Indemnities</p>	<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 (including works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor’s design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, Fraud, wilful act or omissions by the Employer, the

	<p>Employer's Personnel, their respective agents.</p> <p>(c) The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, fraud, wilful act or omission by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of GCC 18.3 [Insurance Against Injury to Persons and Damage to Property].</p>
<p>17.2 Contractor's Care of the Works</p>	<p>Notwithstanding GCC 11 [Defects Liability], the Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under GCC 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</p> <p>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.</p>

	<p>If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in GCC 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.</p> <p>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.</p>
<p>17.3 Employer's Risks</p>	<p>The risks referred to in GCC 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) use or occupation by the Employer of any part of the Permanent Works, except as may be specified and agreed under the Contract, (b) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
<p>17.4 Consequences of Employer's Risks</p>	<p>If and to the extent that any of the risks listed in GCC 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Project Manager and shall rectify this loss or damage to the extent required by the Project Manager.</p> <p>If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a</p>

	<p>further notice to the Project Manager and shall be entitled subject to GCC 20.1 [Contractor's Claims] to an extension of time and any associated costs (if any) for such delay, if completion is or will be delayed, under GCC 8.4 [Extension of Time for Completion]</p> <p>In the case of sub-paragraphs (a) and (b) of GCC 17.3 [Employer 's Risks], Cost plus profit shall be payable.</p> <p>After receiving this further notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>17.5 Intellectual and Industrial Property Rights</p>	<p>In this GCC, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 90 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this GCC.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <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,

	<p>or</p> <p>(ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.</p> <p>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.</p> <p>If a Party is entitled to be indemnified under this GCC, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim.</p>
<p>17.6 Limitation of Liability</p>	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in GCC 8.7 [Liquidated Damages]; GCC 11.2 [Cost of Remedying Defects]; GCC 15.4 [Payment after Termination]; GCC 16.4 [Payment on Termination]; GCC 17.1 [Indemnities]; GCC 17.4 (b) [Consequences of Employer’s Risks] and GCC 17.5 [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Employer, under or in connection with the Contract other than under GCC 4.19 [Electricity, Water and Gas], GCC 4.20 [Employer’s Equipment and Free-Issue Material], GCC 17.1 [Indemnities] and</p>

	<p>GCC 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (greater than one) to the Contract Sum, as stated in the SCC, or (if such multiplier or other sum is not so stated), the Contract Sum.</p> <p>This Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p>
<p>17.7 Use of Employer’s Accomodation/Facilities</p>	<p>The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer’s Requirement, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.</p>
<p>R. Insurance</p>	
<p>18.1 General Requirements for Insurances</p>	<p>In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant GCC.</p> <p>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</p>

Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms provided in the tendering documents except as otherwise agreed by both Parties as stipulated in the SCC. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

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

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) copies of the policies for the insurances described in GCC 18.2 [Insurance for Works and Contractor's Equipment] and GCC 18.3 [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever

evidence or policies are submitted, the insuring Party shall also give notice to the Project Manager.

Each Party shall comply with the conditions stipulated in its respective insurance policy. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this GCC, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither

	<p>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>Payments by one Party to the other Party shall be subject to GCC 2.5 [Employer's Claims] or GCC 20.1 [Contractor's Claims], as applicable.</p> <p>The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to GCC 18) with insurers from any eligible source country specified in the SCC.</p>
<p>18.2 Insurance for Works and Contractor's Equipment</p>	<p>The Contractor shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period.</p> <p>The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under GCC 11 [Defects Liability]).</p> <p>The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of</p>

	<p>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.</p> <p>Unless otherwise stated in the SCC, insurances under this GCC:</p> <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 specifically stated under the contract to be Employer's Risks; (d) shall also cover, to the extent specifically specified in the SCC, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in GCC 19 [Force Majeure], excluding (in each case) risks which are not insurable at commercially reasonable terms; and (e) may however exclude loss of, damage to, and reinstatement of: <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
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	<p>in sub-paragraph (ii) below),</p> <p>(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</p>
<p>18.3 Insurance against Injury to Persons and Damage to Property</p>	<p>The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under GCC 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under GCC 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>Unless otherwise stated in the SCC, the insurances specified in this GCC:</p> <p>(a) shall be effected and maintained by the Contractor as insuring Party,</p> <p>(b) shall be in the joint names of the Parties,</p> <p>(c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under GCC 18.2) arising out of the Contractor's performance of the Contract, and</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</p>

	<p>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 GCC 19 [Force Majeure], except to the extent that cover is available at commercially reasonable terms.</p>
<p>18.4 Insurance for Contractor's Personnel</p>	<p>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.</p> <p>The insurance shall cover the Employer and the Project Manager against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from wilful acts and omissions, neglect of the Employer or of the Employer's Personnel.</p> <p>The insurance shall be maintained and be in effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.</p>
<p>S. Force Majeure</p>	
<p>19.1 Definition of Force</p>	<p>In this Clause, "Force Majeure" means</p>

<p>Majeure</p>	<p>an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. <p>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:</p> <ul style="list-style-type: none"> (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
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<p>19.2 Notice of Force Majeure</p>	<p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 working days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused from performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>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.</p>
<p>19.3 Duty to Minimize Delay</p>	<p>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.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
<p>19.4 Consequences of Force Majeure</p>	<p>If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor may be entitled subject to GCC 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under GCC 8.4 [Extension</p>

	<p>of Time for Completion], and</p> <p>(b) if the event or circumstance is of the kind described in subparagraphs (i) to (iv) of GCC 19.1 [Definition of Force Majeure] and, in the case of subparagraphs (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 GCC 18.2 [Insurance for Works and Contractor's Equipment].</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC 3.5 [Determinations] to determine these matters.</p>
<p>19.5 Force Majeure Affecting Subcontractor</p>	<p>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.</p>
<p>19.6 Optional Termination, Payment and Release</p>	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 14 working days after the notice is given, and the Contractor shall proceed in accordance with GCC 16.3 [Cessation</p>

	<p>of Work and Removal of Contractor's Equipment].</p> <p>Upon such termination, the Project Manager upon written approval of the Employer shall, determine the value of the work done and issue a Payment Certificate which shall include:</p> <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; (d) the Cost of removal of Temporary Works; and
<p>19.7 Release from Performance</p>	<p>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> <ul style="list-style-type: none"> (a) the Parties shall be discharged from

	<p>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 GCC 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC 19.6.</p>
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T. Claims, Disputes and Arbitration

<p>20.1 Contractor's Claims</p>	<p>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>If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this GCC shall apply.</p> <p>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>The Contractor shall keep such records as may be necessary to substantiate any claim, either on the Site or at another</p>
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location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Contractor to keep further records. The Contractor shall permit the Project Manager to inspect all these records, and shall submit copies to the Project Manager.

Within 14 days after the Contractor submission of Notice, or within such other period as may be approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

Within 28 days after receiving a claim or any further particulars supporting a claim, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 28 days, the Project Manager upon written approval of the Employer shall proceed in accordance with GCC 3.5 [Determinations] to determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project

	<p>Manager and any of the Parties may refer it to the other Party for Amicable settlement in accordance with GCC 20.2</p> <p>The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Clause.</p>
<p>20.2 Amicable Settlement</p>	<p>In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred to a Dispute Adjudication Panel (DAP) nominated by the appointing Authority specified in the SCC.</p>
<p>20.3 Appointment of the Dispute Adjudication Panel</p>	<p>Disputes shall be referred to a Dispute Adjudication Panel (DAP) for decision in accordance with GCC 20.4 [Obtaining Dispute Adjudication Panel’s Decision].</p> <p>The Appointing Authority of the DAP shall appoint the DAP members when the Dispute arises. The DAP shall comprise, as stated in the SCC, either one or three suitably qualified persons (“the members”), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is</p>

	<p>not so stated in the SCC, the DAP shall comprise three persons, one of whom shall serve as chairman.</p> <p>The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert where Parties mutually approve, whom the DAP consults, shall be in accordance with the rules of the Appointing Authority. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been Appointed, as described in this Sub-Clause.</p> <p>Unless otherwise agreed by both Parties, the appointment of the DAP (including each member) shall expire when the DAP issues a decision.</p>
<p>20.4 Obtaining Dispute Board's Decision</p>	<p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, and the Parties have failed to resolve through amicable settlement, either Party may notify in writing the other Party and the Appointing Authority for appointment of the DAP.</p> <p>Upon Appointment of the DAP by the Appointing Authority, the notifying Party may refer the dispute in writing to the DAP for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given</p>

	<p>under this Sub-Clause.</p> <p>For a DAP of three persons, the DAP shall be deemed to have received such reference on the date when it is received by the chairman of the DAP.</p> <p>Both Parties shall promptly make available to the DAP all such additional information, further access to the Site, and appropriate facilities, as the DAP may require for the purposes of making a decision on such dispute. The DAP shall be deemed to be not acting as arbitrator(s).</p> <p>Within 60 days after receiving such reference, or within such other period as may be proposed by the DAP and approved by both Parties, the DAP shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p> <p>If either Party is dissatisfied with the DAP's decision, then the dissatisfied Party may, within 14 working days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration.</p> <p>If the DAP fails to give its decision within the period of 60 days (or as otherwise approved) after receiving such reference, then either Party may, within 14 working days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.</p> <p>In either event, this notice of</p>
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	<p>dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GCC 20.7 [Failure to Comply with Dispute Adjudication Panel's Decision], neither Party shall commence arbitration of a dispute unless a notice of dissatisfaction to the other Party has been given in accordance with this Sub-Clause.</p> <p>If the DAP has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 14 working days after it received the DAP's decision, then the decision shall become final and binding upon both Parties.</p>
<p>20.5 Arbitration</p>	<p>Any dispute not settled amicably and in respect of which the DAP's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties:</p> <p>(a) For contracts with foreign contractors:</p> <p>(i) international arbitration with proceedings administered by the international arbitration institution stated in the SCC, in accordance with the rules of arbitration of the appointed institution;</p> <p>Provided that Parties may agree in the SCC to resolve their dispute in accordance with provisions of paragraph (b) of this GCC.</p> <p>(ii) the place of arbitration shall be stated in the SCC or such other place selected in accordance with the</p>

	<p>applicable arbitration rules; and</p> <p>(iii) the arbitration shall be conducted in the language for communications defined in GCC 5.3; and</p> <p>(b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of Tanzania.</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DAP, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DAP to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAP shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DAP shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
<p>20.6 Failure to Comply with Dispute Board's Decision</p>	<p>In the event that a Party fails to comply with a DAP decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself</p>

	to arbitration
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SECTION VII: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Special Conditions of Contract

SCC Clause	GCC Clause	Conditions	Description
1.	1.1.2 & 1.3	Employer's name and address	The Employer address: General Manager, Marine Services Company Limited, Mwanza North Port, TPA Building - 2nd Floor, P.O BOX 2385, Mwanza
2.	1.1.2 & 1.3	Project Manager's name and address	The Project Manager is to be advised
3.	1.1.3	Time for Completion	Time for completion: Twenty four months (24)
4.	1.1.3	Defects Liability Period	The defects liability period: Twelve(12) months
5.	1.1.5	Section	If Sections are to be used, insert: Applicable
6	1.1.6	Site	The site of the works is Kigoma Port of Tanzania
7	1.5 (j)	Other documents forming part of the Contract	Other documents forming part of the Contract are: <ul style="list-style-type: none"> a) Minutes of Negotiation b) Security Forms c) Integrity Forms d) Drawings
8	1.7	Supply of Documents	Documents to be supplied by Contractor during project implementation to the Project Manager shall be: One original and One Copy
9	1.12	Compliance with the Law	Exceptions to compliance with the applicable Law: Not Applicable
10	1.13	Taxes and Duties	Exceptions to compliance with the applicable tax laws: Applicable only where the relevant Exemptions or relief has been granted in writing.
11	1.15	Inspections and Audits	Government of Tanzania
12	2.1	Right of Access and	Time for right of access and possession of the

SCC Clause	GCC Clause	Conditions	Description
		Possession of the Site	site is 0800hrs to 1600hrs from Monday to Friday
13	3.1	Employer's approval	Other requirements for Employer's approval of specified authority of the Project Manager: [insert the list of requirements (if any)]
14	3.1 (d)	Response by the Project Manager	Time for a written response by the Project Manager is: Fourteen (14) days
15	4.2 & 8.6	Performance Security	The performance security shall be in the form of a "bank guarantee" or banker's cheque: five percent (5%) of the Contract Sum and in the same currency (ies) of the Contract Sum.
16	4.4	Sub-contractors	Exceptions or other requirements of sub-contracting: Not Applicable
17	4.16	Transport of Goods	Exceptions or other requirements: Not Applicable
18	4.21	Progress Reports	Exceptions or other requirements for monthly progress reports: Not Applicable
19	4.22	Security of the Site	Exceptions or other requirements for security of the site: Not Applicable
20	5.1	General design obligations	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements: Fourteen (14) days
20	8.1	Commencement of the works	Exceptions or other precedent conditions for commencement of the works: Not Applicable
20.	8.6 & 14.15(b)	Liquidated damages for delay of the Works	A liquidated damage for delay of the works: One percentage (1%) of the Contract Sum per day.
21.	8.6	Liquidated Damage	Liquidated damage for delay shall be charged at the rate of: One percentage (1%) per day The maximum amount of liquidated damages for Delay: Ten percentages (10%) of the Contract Sum.

SCC Clause	GCC Clause	Conditions	Description
22.	9.1	Tests on Completion	Exceptions or other requirements for sequencing the tests on completion are: Not Applicable
23	12.1	Tests after Completion	Tests after completion shall be: Construction tests and Operational /performance tests
	13.5	Provisional Sums	Percentage for adjustment of Provisional Sums shall not exceed fifteen percent (15%) of contract sum
24.	13.8	Adjustments for Changes in Cost	Period “n” applicable to the adjustment multiplier -- Not Applicable
25	14.1	The Contract Price	Exceptions or other requirements on the contract price are: not applicable
26	14.2	Advance payment	Total advance payment is twenty percentage 25 % of the contract sum payable in the currencies and proportions in which the Contract sum is payable Number and timing of payment basing on schedule of work for constructions of ship; 1st installment 25% 2nd installment 20% 3rd installment 20% 4th installment 20% 5th installment 15%
27	14.2	Repayment of advance payment	Exceptions or other requirement for advance payment deductions from the interim payments are: Not Applicable
28	14.2(b)	Repayment amortization rate of advance payment	Amortization rate of the amount of Interim Payment Certificate: Not Applicable
29.	14.3	Percentage of Retention Money	Percentage of retention five percentage of the Contract Sum for the period of (12) twelve months
30	14.3	Limit of Retention Money	Limit of retention is five percentage of the Contract Sum for twelve months

SCC Clause	GCC Clause	Conditions	Description
31	14.5(b)(i)	Plant and Materials	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped en route to the Site and delivered to the Site shall be paid 20% of cost to list to be approved by employer
32	14.7	Payment and Currency	The currency of payment shall be in USD for International Companies and TZS for local Companies
33	14.10	Submission of Statement of Completion	Exceptions or other requirement for number of copies to be submitted by the Contractor are: Not Applicable
34	14.11	Final Statement	Exceptions or other requirement for number of copies of Final Statement to be submitted by the Contractor are: Not Applicable
35	17.6	Maximum total liability of the Contractor to the Employer	Maximum total Liability of the Contractor to the Employer will be ten percent (10%) of the Contract Sum.
36	18.1	Terms of Insurance by the Employer	Exceptions or other requirement for terms of insurance stipulated in the bidding document where the insuring party is the Employer are: Insurance to be covered by Ship builder during the construction of ship
		Periods for submission of insurance:	Periods for submission of insurance: Period of 28 days after signing of contract
		Eligible Countries for Insurance	Eligible Countries are/is: Tanzania
37	18.2	Insurance for Works and Equipments by the Contractor	Exceptions or other requirement for terms of insurance where the insuring party is the contractor are: Not Applicable
38	18.2(d)	Maximum amount to be covered by insurance of the Employer's risks	Maximum amount to be covered for insurance of the Employer's risks is: As per insurance Laws

SCC Clause	GCC Clause	Conditions	Description
39	18.3	Insurance against Injury to Persons and Damage to Property by the Contractor	Exceptions or other requirement for terms of insurance against Injury to Persons and Damage to Property by the Contractor where the insuring party is the contractor are: Not Applicable
40.	20.2	Appointing Authority of Dispute Adjudication Panel (DAP)	Name of the appointing Authority of the DAP is: National Construction Council (NCC) for contractual administration
41.	20.3	Composition of Dispute Adjudication Panel (DAP)	The DAP shall be composed of Three Members
42.	20.5(a) (i)	International Institution and Rules of arbitration	Institution and Rules of arbitration National Construction Council (NCC)
43	20.5(a) (ii)	Place of Arbitration	Place of arbitration: National Construction Council (NCC)
44	20.5(a)	Disputes with Foreign Contractors Resolved through Local Arbitration	Arbitration will be conducted in accordance with the Laws of Tanzania

Table 1: Summary of Sections

Section Name/Description (GCC 1.1.5.6)	Time for Completion (GCC 1.1.3.3)	Damages for Delay (GCC 8.7)
Designing, Building, Supplying and Commissioning of One New Vessel in Lake Tanganyika	Two Years	One Percentage (1%)

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

SCC Clause	GCC Clause	Condition	Description by the Employer	Comments by the Contractor
20	5.1	General design obligations	Period for notifying unforeseeable errors, faults and defects in the Employer’s Requirements: Fourteen(14) days	
	13.5	Provisional Sums	Percentage for adjustment of Provisional Sums: Fifteen percent (15%)	

SECTION VII: DRAWINGS

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder]

SECTION VIII: TENDER FORMS

1. Form of Contract Agreement

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called "the Employer") and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called "Contract Price").

Now this Agreement witness as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

2. Form of Tender

[date]

To: [name and address of Employer]

We offer to execute the [name and identification number of contract] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of **ship's parts (A) plus enabling equipment (B)** [amount in numbers], [amount in words] [name of currency] **with a grand total of [amount in numbers], [amount in words] [name of currency]**

The Contract shall be paid in the following currencies:

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

The advance payment required is:-

Amount	Currency
(a)	
(b)	

We accept the appointment of [name proposed in Tender Data Sheet] as the adjudicator.

[or]

We do not accept the appointment of [name proposed in Tender Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(if none has been paid or is to be paid, state “none”)

This tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Appendix to Tender

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non adjustable	—	—	—	a: _____* b: _____ to _____* c: _____ to _____-* d: _____ to _____* e: _____ to _____-* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total						1.00

* To be entered by the Procuring Entity

Table B. Foreign Currency

State type: [If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	—	—	—		a: _____* b: _____ to _____* c: _____ to _____* d: _____ to _____* e: _____ to _____* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total							1.00

* To be entered by the Procuring Entity

Table C. Summary of Payment Currencies

For[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Net Tender Price				100.00
Provisional	*		*	

sums expressed in local currency				
TENDER PRICE				

* To be entered by the Procuring Entity

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

3. Letter of Acceptance

[Letter head paper of the Employer]

[Date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and works] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

- (a) We accept that [name proposed by Tenderer] be appointed as Adjudicator.
- (a) We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the adjudicator in accordance with Clause 40.1 of the Instructions to Tenderers.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

4. Qualification Information

Form of Qualification Information

To establish qualifications to perform the contract the Tenderer shall provide information requested in form

1. Individual Tenderers or Individual Member of Joint Ventures

1.1 Eligibility

Constitution or legal status of Tenderer: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Registration/ Certificate of Incorporation *[attach]*

Current Business License *[attach]*

Conflict of Interest – No conflict of interest in accordance with ITT 4.4 [should be declared in the Form of Tender]

Government-owned entity – meet conditions of ITT 4.3 [Attach legal status]

1.2

Experience

Work performed as prime Contractor on works of a similar nature and volume over the last *[PE to insert number]* years.

S/No.	Project Name and Country	Name of Employer and full address	Contractor Participation	Type of Work Performed	Year	Value of Contract
1.						
2.						
3.						

To comply with this requirement, works cited should be at least 70 per cent complete.

Experience as prime contractor, sub-contractor in at least a number of Contracts *[PE to insert number of contracts]* for the past *[PE to insert number]* years, each with a minimum value *[PE to insert minimum value in TZS]* that have been successfully and substantially completed and that are similar to the proposed works.

Also list details of work under way or committed, including expected completion dates.

S/No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1.					
2.					
n-1					
N					

1.3 **Equipment and Plants**

Major items of Contractor's Equipment proposed for carrying out the works.
List all information requested below

List all information requested below

S/No.	Item of equipment [PE to list required equipment]	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
1.				
2.				
3.				
n-1				
n				

1.4 **Personnel**

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key proposed key personnel shall be attached)

S/No.	Position [PE to list required key personnel]	Name	Years of Experience (General Experience) [PE to list required Years of Experience]	Years of experience in proposed position [PE to list Years of Experience]
1.				
2.				
3.				
n-1				
n				

1.5 Average Annual Construction Turnover

Minimum average annual construction turnover of TZS [PE to insert amount], calculated as total certified payments received for contracts in progress and/or completed within the last [PE to insert number] years, divided by [PE to insert number] years.

Annual turnover data (construction only)			
Year	Amount Currency	Exchange Rate	TZS Equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
		Average Annual Construction Turnover★	

★ Total TZS equipment for all years divided by the number of years.

1.6 Financial Situation and Performance

Financial reports for the number of years [PE to specify number of years]. Balance sheets, profit and loss statements, auditors' reports, etc.

[List below and attach copies.]

The submitted financial reports must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long term profitability.

- i) Average Coefficient of Current Ratio ≥ 1.1

- ii) Average Coefficient of Debt Ratio ≤ 0.75
- iii) Average Coefficient of Interest Coverage Ratio ≥ 5.0
- iv) Debt Equity Ratio ≤ 3.0

Information in this table should be extracted from the financial reports submitted.

Type of Financial information in (TZS)	Historic information for previous (TZS equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

1.7

Financial Capability

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as TZS [PE to insert the amount] for the subject contract(s) net of the Tenderers other commitments

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

Source of financing	Amount (TZS Equivalent)
1.	

2.	
3.	
4.	

1.8 Bank Details for Reference

Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contracted by the Employer.

1.9 Litigation History

Information on current litigation in which the Tenderer is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			

1.10 Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Tenderer

1.11 Proposed Work Programme

Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the tendering documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.9 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.10 & 1.11 above shall be provided for the joint venture.

SECTION X: FORMS OF SECURITY

1. Tender-Securing Declaration

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

Tender No.: *[insert number of tendering process]*

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

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagree to arithmetical correction made to the tender price; or
- (c) have been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITB. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

2. Tender Security (Bank Guarantee)

*[If required, the **Bank/Tenderer** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets]*

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

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Procuring Entity's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;

- (b) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT 41.

This Guarantee shall expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

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

[signature(s) of authorized representative(s)]

3. Form of Tender Security (Tender Bond)

[If required, the Surety/Tenderer shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[insert amount in figures expressed in the currency of the Procuring Entity's Country or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the "Tender").

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

- (1) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (2) Disagreement to arithmetical correction made to the tender price; or
- (3) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

(a)

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

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

[insert signature(s) of authorized representative(s)]

[insert signature(s) of authorized representative(s)]

[insert printed name and title]

[insert printed name and title]

4. Performance Bank Guarantee [Unconditional]

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

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

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

Date: *[insert date]*

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

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

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

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

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

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

5. Performance Bond

[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

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

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

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

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs

and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

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

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

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

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

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

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

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

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

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

6. Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

SECTION XI: FORMS OF INTEGRITY

**UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

(Made under Regulation 78 (2) of GN 446 of 2013)

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

MEMORANDUM (Format 1)

*(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government
Notice No. 446 of 2013... ..)*

This company _____(*name of company*) places importance on competitive Tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its Tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector/Bank funded projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No.446 of 2013)

This company _____ (*name of company*) has issued, for the purposes of this Tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector /Bank funded projects or contract including agents, consultants, consortium partners, subcontractors and suppliers')"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

