

REPUBLIC OF KENYA



ARAB BANK FOR ECONOMIC
DEVELOPMENT IN AFRICA

KISII COUNTY GOVERNMENT



SAUDI FUND FOR
DEVELOPMENT



MINISTRY OF HEALTH

TENDER DOCUMENT FOR

**PROPOSED CANCER CENTRE AT
THE KISII TEACHING AND REFERRAL HOSPITAL**

**INSTRUCTIONS TO BIDDERS'
QUALIFICATION INFORMATION
CONDITIONS OF CONTRACT
WORKS' REQUIREMENTS**

TENDER NO.: MOH/NCCP/ICB/002/2021-2022

MAIN WORKS

CLOSING DATE: FRIDAY, 1ST JULY 2022 AT 10.00 A.M. LOCAL TIME

SCHON ASSOCIATES



NARCO ENGINEERING
CONSULTANTS



Issue Date: 1st June 2022

Standard Procurement Document

Summary

Invitation for Tenders (IFT)

PART 1 – TENDERING PROCEDURES

Section I - Instructions to Tenderers (ITT)

This Part provides information to help Bidders prepare their Bids; it also provides information on the submission, opening, and evaluation of Bids and on the award of the proposed contract.

Section II - Tender Data Sheet (TDS) (Appendix to Instructions to Tenderers)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the Tender document, and
- (b) the lowest evaluated cost.

Section IV - Tender Forms

This Section includes the forms for the Tender submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

PART 2 – WORKS' REQUIREMENTS

Section VII - Works' Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions (GC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Particular Conditions (PC)

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Tenderer after Contract award.

Invitation for Tenders Works

COUNTRY:	KENYA
PROJECT NAME:	CONSTRUCTION AND EQUIPPING OF A NEW CANCER DIAGNOSTIC AND TREATMENT CENTRE AT KISII TEACHING AND REFERRAL HOSPITAL
TENDER NO:	(SEE TABLE BELOW)
TENDER NAME:	CONSTRUCTION, SUPPLYING, EQUIPPING, COMMISSIONING AND HANDOVER OF A NEW CANCER DIAGNOSTIC AND TREATMENT CENTRE AT KISII TEACHING AND REFERRAL HOSPITAL
CLOSING DATE:	FRIDAY, 1ST JULY 2022 AT 10:00 A.M. KENYAN TIME

The Government of the Republic of Kenya has obtained a loan from the Arab Bank for Economic Development in Africa and the Saudi Fund for Development to finance the Construction, Equipping and Commissioning of a new Cancer Diagnostic and Treatment Centre at Kisii Teaching and Referral Hospital and it is intended that part of the proceeds of the said loan will be applied towards the costs of the Works.

The Ministry of Health invites sealed Tenders from eligible Tenderers for the Construction, Equipping and Commissioning of a new Cancer Diagnostic and Treatment Centre at Kisii Teaching and Referral Hospital (hereinafter called the Works) and the remedying of any defects therein.

Eligible interested Tenderers may obtain further information, addendums or clarifications in respect to this Tender from the Ministry website www.health.go.ke. All eligible Tenderers are advised to regularly check the website during the bidding period.

A complete set of the Tender documents may be downloaded from the Ministry's website www.health.go.ke or public procurement information portal: www.tenders.go.ke, free of charge. Eligible Tenderers downloading the Tender document MUST forward their company's details to procurement@health.go.ke so that any addendum/ clarifications can be sent to their email address.

Requests for clarification to be sent either by mail to Principal Secretary, Ministry of Health P. O Box 30016 Nairobi, Kenya or through email address procurement@health.go.ke, at any time, but not later than 14 days before the closing date for submittal of bids.

The Tender is comprised of the following documents:

Item	Tender Number	Tender Document	Name of Tender
1	MOH/NCCP/ICB/002/2021-2022	Main Works	Main Works
2	MOH/NCCP/ICB/003/2021-2022	Electrical Installations	
3	MOH/NCCP/ICB/003-1/2021-2022	(1 of 3)	Electrical Installations
4	MOH/NCCP/ICB/003-2/2021-2022	(2 of 3)	Lift Installation
5	MOH/NCCP/ICB/003-3/2021-2022	(3 of 3)	Extra-Low Voltage (ELV) System Installations
6	MOH/NCCP/ICB/004/2021-2022	Mechanical Installations	
7	MOH/NCCP/ICB/004-1/2021-2022	(1 of 5)	Plumbing, Drainage, and Fire Fighting installations
8	MOH/NCCP/ICB/004-2/2021-2022	(2 of 5)	Air Conditioning and Mechanical Ventilation Installations
9	MOH/NCCP/ICB/004-3/2021-2022	(3 of 5)	Medical Gases Installations

10	MOH/NCCP/ICB/004-4/2021-2022	(4 of 5)	Kitchen and Laundry Equipment Installations
11	MOH/NCCP/ICB/004-5/2021-2022	(5 of 5)	LP Gas Installations
12	MOH/NCCP/ICB/005/2021-2022	Medical Equipment	Supplying, Installation, Commissioning, Operation, Maintenance and Handover of Medical Equipment
13	MOH/NCCP/ICB/006/2021-2022	Hospital Management Information System (HMIS)	Supply and Installation of Hospital Management Information System (HMIS) including ICT Goods and Equipment
14	MOH/NCCP/ICB/007/2021-2022	Hospital Furniture	Supply, Installation, Commissioning, Operation, Maintenance and Handover of Hospital Furniture

Interested bidders may participate on their own or as a joint venture in any or a combination of the above tenders. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms. A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

A Pre-Tender site visit will be held at the *site located opposite Kisii School along Kericho-Kisii Highway on Monday, 13th June 2022 at 09:00 a.m.* The site has a conspicuous signpost that reads “Proposed Kisii Cancer Centre”.

The **original** and **one copy** of the Tender Document shall be placed inside of a sealed envelope, clearly marked with, “[Name of the TENDER]”, reference number with a warning “**Do Not Open until [1st July 2022 at 10.00 a.m. (Kenyan Time)]**”.

If the envelopes and packages with the tenders are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the tender.

Every Tender must be accompanied by a **Tender Security (Bank Guarantee) of 2% of the Total Tender Amount** or equivalent amount in the currency of the Tender.

Tenders must be delivered to the address below,

The Principal Secretary,
Ministry of Health,
Afya House Building, Cathedral Road,
P.O. Box 30016-00100,
NAIROBI.

or be deposited in the Tender Box located on 1st Floor of Afya House, Ministry of Health, Cathedral Road, Nairobi, so as to be received on or before **11:00 a.m. on 1st July 2022**.

Electronic bidding will *not* be permitted. Late tenders will be rejected.

Tenders will be opened immediately thereafter at the GTZ Boardroom located at Afya House Ground Floor.

Head Supply Chain Management Services

For: Principal Secretary

FORM OF TENDER

Date:

Invitation of Tenders No.:

To: *[Name of the Employer /Issuer of Invitation of Tenders]*

[Address of the Employer /Issuer of Invitation of Tenders]

Dear Sirs,

Subject: Invitation of Tenders No.....
For *[Name of Project]*

1. Having examined the tender documents, including, in particular, the Conditions of Contract, the Specifications, Drawings and Bills of Quantities *[as well as Addenda Nos.and..... , if any]* we, the undersigned, offer to execute and complete *[insert description of the Works]* (hereinafter referred to as the Works) and to remedy any defects therein, all in conformity with the said tender documents for the sum of:

.....
[Insert amount in figures]

.....
[Insert amount in words]

or such other sum as determined in accordance with the said Conditions of Contract and other documents of such contract as may be concluded between us.

2. We confirm that the Appendix to this Tender forms an integral part thereof.

3. We undertake, if our Tender is accepted, to commence the Works as soon as reasonably possible after receipt of the Engineer's notice to commence and to complete the whole of the Works within the Time for Completion stated in the Appendix to this Tender.

4. We undertake, if our Tender is accepted, to provide a bank performance security in an amount equivalent to ___percent of the Contract Price for the due performance of the Contract, such

performance security being in accordance with the requirements stated in the tender documents and the form prescribed therein.

5. We agree to abide by this Tender for a period of days from the closing date for the submittal of tenders, and this Tender shall remain valid and binding upon us for the said duration and may be accepted by you at any time before expiry of the period stated.

6. Until a formal contract is prepared and executed, this Tender and your written acceptance thereof shall constitute a binding contract between us.

7. We confirm that we recognize that you are not bound to accept the lowest or any other bid received by you.

Yours truly,

[Name of Tenderer]

*By: [Signature of Authorized Representative] [Name of
Authorized Representative] [Designation/Capacity]*

Witness: *[Signature]*

[Name]

[Occupation]

[Address]

Standard Tender Document

Table of Contents

PART 1 – Tendering Procedures.....	7
Section I - Instructions to Tenderers	8
Section I - Instructions to Tenderers	10
Section II – Appendix to Instruction to Tenderers.....	24
Section III - Evaluation and Qualification Criteria.....	26
Section IV - Tender Forms.....	46
PART 2 –Works’ Requirements	88
Section VII - Works’ Requirements.....	89
PART 3 – Conditions of Contract and Contract Forms.....	96
Section VIII - General Conditions (GC)	103
Section IX	216
Section X - Contract Forms	221

PART 1 – Tendering Procedures

Section I - Instructions to Tenderers

Contents

A.	General.....	10
1.	Purpose of Tender Invitation	10
2.	Interpretation.....	10
3.	Financing	10
4.	Eligibility	10
5.	Language.....	10
6.	Tender Documents	10
7.	Information to Tenderers	11
8.	Receipt of the Tender Documents and Contact Person	11
9.	Costs.....	11
10.	Single Bids	11
11.	Closing Date for Submitting Bids.....	11
12.	Amendment of Tender Documents	14
13.	Clarification of Tender Documents	14
14.	Pre-Tendering Site Visit and Meeting	14
15.	Qualification of Bidders.....	14
16.	Bids by Joint Ventures	14
17.	Forms and Schedules	15
18.	Technical Specifications and Standards.....	15
19.	Bid Prices	15
20.	Currency of Bid.....	16
21.	Period of Bid Validity	16
22.	Alternative Bids by Tenderers	16
23.	Tender Security	16
24.	Signature of Tenders	17
25.	Format of Tenders.....	17
26.	Contents of Tender.....	17
27.	Technical Proposal.....	18
28.	Sealing and Marking of Tenders.....	18
29.	Modification, Substitution or Withdrawal of Tenders.....	18

30.	Bid Opening	18
31.	Confidentiality of Process of Evaluation of Bids	19
32.	Clarification of Bids.....	19
33.	Determination of Responsiveness of Bids	19
34.	Correction of Errors	19
35.	The Bids to be Evaluated	20
36.	Currency of Evaluation	20
37.	Determining Lowest Evaluated Bid.....	20
38.	Preference for Certain Bidders.....	21
39.	Award.....	22
40.	Annulment of Tender Procedure.....	22
41.	Notification of Award	22
42.	Signature of Contract	22
43.	Furnishing of Performance Security	22
44.	Failure to Sign or Furnish Performance Security	23

Section I - Instructions to Tenderers

A. General

1. **Purpose of Tender Invitation** 1.1 Tenderers are invited by Ministry of Health (hereinafter referred to as the Employer) for construction of the works comprised in Project (the Project) as such Works are described in the tender documents accompanying these Instructions.
2. **Interpretation** 2.1 The terms used in these Instructions shall have the same meanings assigned to them in Clause 1 (Definitions and Interpretations) of Part II (General Conditions) of the tender documents, subject to any amendments stated in Part II (Conditions of Particular Application). The words "tender" and "bid" are used here interchangeably and shall have the same meaning and likewise any derivative of each shall have the same meaning as the corresponding derivative of the other.
3. **Financing** 3.1. The **Government of the Republic of Kenya** has obtained financing from Arab Bank for Economic Development in Africa (BADEA) and the Saudi Fund for Development (SDF) (hereinafter referred to as the financing institution(s)) to assist in meeting the cost of the Project. However the proceeds of such financing will only be paid by the financing institution(s) at the request of the Beneficiary in accordance with the loan(s) / financing agreement(s)
4. **Eligibility** 4.1. This invitation to bid is open only to bidders who have the legal capacity to bid and enter into contracts. Such bidders shall not at the time of tendering or thereafter be ineligible to bid or subject to boycott under the rules applied by the financing institution(s) referred to in Clause 3 of these instructions.
4.2. It is also a condition of eligibility that bidders should not be affiliated to any firm or company which has provided consulting services for the Works or is proposed to be engaged by the Employer for this purpose.
5. **Language** 5.1. The tender, contract documents and correspondence and documents relating to the Works shall be in the **English** language.
6. **Tender Documents** 6.1 The Tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria

- Section IV - Tendering Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)
- Section X - Contract Forms

6.2. The above-mentioned tender documents and other related documents, as may be issued by the Employer or agreed with the successful bidder before award of the contract, shall apply in accordance with the order of precedence stated in Clause 5.2 of the General Conditions of Contract, subject to any amendment in the Conditions of Particular Application or the Form of Agreement.

7. Information to Tenderers

7.1. The volume(s) under this title shall not form part of the Contract. The information contained in such volume(s), relating to general conditions in the project area, results of any geotechnical investigations, the likely sources of certain materials, availability of water and any other matters is merely intended to assist bidders during tendering. The Employer does not accept responsibility for the information contained in the said volume(s) except insofar as otherwise stated in the tender documents.

8. Receipt of the Tender Documents and Contact Person

8.1. The tenderer shall confirm in writing by mail or email transmission receipt of the tender documents and advise the Employer of the name, address and email of the person authorized to receive, on behalf of the prospective tenderer, any further information and instructions by the Employer and any addenda to the tender documents.

9. Costs

9.1. The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Employer shall under no circumstances be responsible for such costs.

10. Single Bids

10.1. No bidder may submit either separately or as a partner in a joint venture more than one bid, except, however, insofar as alternative bids are allowed.

11. Closing Date for Submitting Bids

11.1. Bids shall be submitted and delivered by mail, courier service or by the bidder or an agent thereof in person no later than **Friday, 22nd October 2021 at 11.00 a.m. (EAT)** at the address of the Employer stated below:

The Principal Secretary,
Ministry of Health,
Afya House Building, Cathedral Road,
P.O. Box 30016-00100,

NAIROBI.

- 11.2. Tenders may also be deposited in the Tender Box located on First Floor at the Ministry of Health, Afya House Building, Cathedral Road.
- 11.3. Any bid received after the closing time stated in this Clause will be rejected and returned unopened to the Bidder submitting such bid.
- 12. Amendment of Tender Documents**
- 12.1. The Employer may at any time before the closing time for submittal of bids amend the tender documents by issuing an addendum or addenda in writing to all prospective bidders who obtained the tender documents. Such addendum or addenda shall form part of the tender documents and all prospective bidders shall promptly acknowledge by mail, or email transmission the receipt of same. The time for submittal of bids may be extended as appropriate by the Employer to enable prospective bidders to take any addendum into account in the preparation of their bids. In case of an important addendum, at least 14 days will be allowed before the closing date for submittal of bids.
- 13. Clarification of Tender Documents**
- 13.1. Any prospective bidder may at any time, but not later than 21 days before the closing date for submittal of bids, request in writing clarification of any matter stated in the bidding documents and the Employer will respond to such request in writing by circular letter to all bidders who obtained the tender documents, but without identifying the source of the request for clarification.
- 14. Pre-Tendering Site Visit and Meeting**
- 14.1. Each bidder is required to visit and inspect the site and surroundings and certify in a letter submitted with his tender that he has done so. The Employer may organize a pre-tendering conference to which all prospective tenderers, who obtained the tender documents, will be invited. The time and place of such conference will be communicated in writing to all such prospective bidders. Each bidder shall bear the cost of his/her site visit and of attending such conference.
- 15. Qualification of Bidders**
- 15.1. Each bidder shall submit the following as part of the bid information in order to update information submitted with his application for prequalification or confirm that such information has not changed. In any case information concerning the following must be submitted:
- (i) Confirmation of availability of lines of credit and other financial resources to the bidder.
 - (ii) Financial projections for the current year and the two following years, taking into account known commitments of the bidder.
 - (iii) New work commitments since the bidder's application for pre-qualification.
 - (iv) Any current litigation in which the bidder is involved.
 - (v) The continued availability of equipment required for execution of the works.
 - (vi)
- 15.2. Each bidder must satisfy the following minimum qualifications:

- (a) Have a minimum annual turnover of construction work of not less than an amount determined in accordance with the following formula:

$$\text{Minimum Annual Turnover} = \frac{\text{The bidder's price} \times 12 \times 1.5}{\text{No of Months of Construction of the Works}}$$

- (b) Have experience as main contractor in the construction of at least two projects of similar nature and comparable value to the Project during the last 10 years.
- (c) Be able to assign competent Sub-contractors or Consortium Partners who can meet the eligibility criteria and Project requirements.
- (d) Be able to make available the essential equipment set out in Annex I hereto and required as a minimum for construction of the Works.
- (e) Be able to fully equip and commission the Cancer Center in accordance with the project requirements (Volume II to VI)
- (f) Have liquid assets and/or credit lines, net of other liabilities and exclusive of advance payments which may be made under the Contract, of not less than the equivalent of an amount determined in accordance with the following formula:

$$\frac{\text{the bidder's price} \times 4}{\text{No. of months of construction of the Works}}$$

15.3. In order to enable post-bidding qualification to be made where the bidders have not been prequalified, each tenderer shall submit the following documents and information with his tender:

- (a) Notarised authenticated copies of (i) the documents whereby the bidder's firm or company was established or organized, (ii) an authenticated copy of the certificate of registration of the bidder's firm or company and (iii) if the bidder is a company, the original or an authenticated copy of a certificate of maintenance of its registration.
- (b) Total value of construction works executed by the bidder in each of the last 5 years.
- (c) number of contracts for the construction of works of a similar nature and comparable value to the Project or of a higher value executed by the bidder during the last 10 years and a statement of the value of each contract and the name and address of the employer in each case.
- (d) details of construction works currently being executed by the bidder and which the bidder, is contractually committed to execute

- but are not yet commenced, including the value of each contract and the equivalent thereof in USD (currency) and the name and address of the employer in each case.
- (e) audited financial statements (profit and loss statements, balance sheets and cash flow statements) of the bidder for the last five years.
 - (f) details of line(s) of credit available to the bidder, including
 - (g) amount(s) and name of bank(s) making available such line(s) of credit.
 - (h) letter(s) authorizing the Employer to seek references from the bidder's bankers.
 - (i) names and qualifications of senior management and technical personnel in the bidder's organization.
 - (j) names and qualifications of key personnel proposed to be assigned by the bidder for execution of the Project.
 - (k) major items of equipment which the bidder will make available for the execution of the works and information whether such equipment is the bidder's own or will be purchased or hired.
 - (l) information on any subcontract relating to the Works proposed by the bidder, including the name and address of any subcontractor to whom the bidder proposes to subcontract 10% or more of the value of the Works.
 - (m) proposed method and program for construction of the Works.
 - (n) information on any litigation in which the bidder was involved during the last five years and is involved at present, including the names of the parties concerned and the amounts in dispute

16. Bids by Joint Ventures

- 16.1. In addition to furnishing the information required under Clause 15 of these Instructions, joint venture partners submitting a bid shall in respect of each of them, also comply with the following requirements:
- (i) Sign the bid and, if their bid is accepted, also sign the Form of Agreement or alternatively authorize one of the partners by a duly executed power(s) of attorney to sign the bid and, if successful, also the Form of Agreement on behalf of the other partners in addition to himself.
 - (ii) Submit with their bid an authenticated copy of the joint venture agreement between or among the partners.
 - (iii) Submit with their bid a statement to the Employer that, if the contract is awarded to the joint venture, the joint venture partners agree to be jointly and severally liable in respect of any matter for all obligations of the joint venture under the Contract.
 - (iv) Designate one of their joint venture partner by virtue of a duly executed power(s) of attorney as authorized representative of the joint venture, with the power, if their bid is successful, to incur liabilities and accept instructions on behalf of any and all the partners throughout the entire execution of the contract and also to receive

payments on behalf of the partners in the joint venture from the Employer

B. Preparation of Tenders

17. Forms and Schedules

17.1. The bidder shall use, fill-in and furnish the Form of Tender and Appendix thereto, such form being shown in Section IV hereto, the Form of Tender Security, Bills of Quantities and any other forms and schedules contained in the tender documents, except any form relating to alternative bids, if invited, which may be submitted at the option of the bidder. The tenderer shall also submit with his bid any information or material required under these instructions and may, if necessary, provide additional sheets. Failure to use and fill-in the forms which are mandatory in accordance with the above may result in the bid being rejected. All entries shall either be typed or printed in indelible ink, without interlineation or erasures.

18. Technical Specifications and Standards

18.1. Technical specifications and standards prescribed as the bases on which, among other things, the tenders are to be prepared, shall be deemed to be the latest edition including amendments and substitutions made by the issuers thereof not less than 28 days before the closing date for submission of tenders.

19. Bid Prices

19.1. The bid submitted by the bidder shall be deemed to cover all materials, equipment and work necessary for the Works, and the bidder shall fill-in the rates and prices for all items included in the Bills of Quantities. If the bidder fails to do so with respect to any item, the price of such item shall be deemed to be covered by the rates and prices for other items in the Bills of Quantities which have been priced by the bidder, and he shall not be entitled to payment for execution of the item or items which have not been priced.

19.2. All duties, taxes and other levies payable by the Contractor in any country shall be deemed to be included in his rates and prices and the total price offered by him, except that duties, taxes and levies imposed by law and payable by the Contractor in the Employer's country shall be deemed to be included in the bidder's rates and prices and total price only insofar as such duties, taxes and levies have been in force 28 days before the closing date for submittal of bids.

19.3. If so stated in the tender documents, the rates and prices quoted by the bidder shall be subject to adjustment under Clause 13 of the General Conditions of Contract, as amended, if so, in the Conditions of Particular Application. For this purpose the bidder shall furnish in the Appendix to the Tender the indices and weightings for price adjustment and shall submit with his bid such other supporting information required under clause 13 of the Conditions of Contract. If so requested by the Employer, the bidder shall justify his proposed weightings

- 20. Currency of Bid**
- 20.1. Unless otherwise required in the tender documents, the bidder shall quote all his prices in the currency of the Employer's home country, but he may require payment of a percentage or percentages of the Contract Price in one more foreign currencies not exceeding two. The tenderer shall state in his bid a detailed justification for payment of such percentage or percentages in a foreign currency or currencies and shall use for determining such percentages the selling rate of exchange published by the Central Bank, or other institution performing the functions of a Central Bank in the Employer's country, 28 days before the closing date for submission of bids. The bidder shall expressly state such rate in his bid which shall be used as the basis for determining the amounts payable in foreign currency.
- 21. Period of Bid Validity**
- 21.1. Tenderers shall remain bound by their tenders for a period of **120 days** from the closing date for submittal of bids. Any tender stated to be valid for a shorter time will be rejected by the Employer
- 22. Alternative Bids by Tenderers**
- 22.1. The tenderer shall submit a tender which conforms to all terms, conditions and specifications of the tender documents, and may, as an additional separate offer submit an alternative proposal or solution, clearly marked as "Alternative Tender"
- 22.2. When the alternative proposal of the tenderer comprises variations to the design on which the main offer is based, the tenderer shall give a written confirmation that he is responsible for the design of the alternative solution and for the construction and completion of the alternative solution.
- 22.3. Any variation from the conforming tender shall be described clearly and in detail in a preamble to the respective variation including reference projects where the alternative solution has successfully been implemented as well as other details such as a shorter construction period and/or the financial implications of the alternative solution by comparison to the conforming tender.
- 22.4. The alternative proposal shall include all information necessary for evaluation of such proposal, including drawings, design calculations, technical specifications, a complete bill of quantities with a breakdown of prices and the construction methodology and program. The tenderer must prove that the program of his alternative proposal is practicable and that it meets all requirements of the Project.
- 23. Tender Security**
- 23.1. The tender shall be accompanied by a tender security in the form of a certified cheque or of a bank guarantee issued or endorsed by a bank acceptable to the Employer. Such bank guarantee shall be in the form shown in Section X hereto and shall be valid for a period 30 days beyond the tender validity period.

- 23.2. Any tender not accompanied by the required tender security will be rejected. The tender security of a joint venture must be in the name of the joint venture partners submitting the tender.
- 23.3. The tender securities of unsuccessful tenderers will be returned to them within 30 days after the expiration of the period of tender validity.
- 23.4. The tender security of the successful tenderer will be released promptly after signature of the Agreement and submittal by him of the performance security required under Clause 4.2 of the General Conditions of Contract.
- 23.5. The tender security of a tenderer shall be forfeited:
 - (i) if the tenderer withdraws his tender before expiry of the period of tender validity.
 - (ii) in the case of the successful tenderer, if he fails within the prescribed time limit either to sign the Form of Agreement or furnish the required performance security

24. Signature of Tenders

- 24.1. The tender and all copies thereof shall be signed by the tenderer or a person duly authorized on his behalf. Proof of such authorization in the form of a power of attorney shall accompany the tender. All pages of the tender where entries or amendments have been made shall be initialed by the tenderer or on his behalf by a person duly authorized as aforesaid.

C. Submission of Tenders

25. Format of Tenders

- 25.1. Tenders shall be submitted in one original comprising all documents mentioned in Clause 26 of these Instructions, bound with the section containing the Form of Tender and Appendix to the Tender and clearly marked "ORIGINAL". In addition, the tenderer shall submit **THREE** copies of the tender clearly marked "COPIES". In case of any discrepancy between the Copies and the Original, the Original shall prevail.

26. Contents of Tender

- 26.1. The tender shall in accordance with the requirements stated in the tender documents comprise the following:
 - (i) The completed Form of Tender and Tender Forms/Appendix thereto,
 - (ii) The Tender Security,
 - (iii) Qualification Information,
 - (iv) The Completed Bills of Quantities,
 - (v) The Completed Schedules of Supplementary Information,
 - (vi) The Certification of Site Visit,
 - (vii) All Information on any Subcontract Envisaged,
 - (viii) The Tender Price and Currency or Currencies of Payment,
 - (ix) The minutes of any pre-tendering conference and other relevant correspondence issued during the tendering period.

27. Technical Proposal

- 27.1. The following documents shall be submitted with the tender, in one original and copies and in one folder marked "Technical Proposal":
- (i) Information stating the names of senior personnel and key staff of the tenderer to be assigned to the Project, together with their curriculum vitae, and an organizational chart of his proposed site staff.
 - (ii) Qualification Information.
 - (iii) Details of equipment and plant which will be available for use in executing the Works.
 - (iv) Performance program proposed by the tenderer.
 - (v) Organizational and methodology proposed for execution of the Works.
 - (vi) Staff assignment schedule

28. Sealing and Marking of Tenders

- 28.1. The tenderer shall put and seal the Original and each Copy of his tender in separate envelopes marked "ORIGINAL" and "COPIES". The envelopes shall then be put in an outer envelope which shall be sealed. All such envelopes shall be addressed to the Employer at his address stated in Clause 11 of these Instructions, bear the name and identification number of the Project or Contract and a warning that they shall not be opened before the date for opening of bids.
- 28.2. The inner envelopes shall state the name and address of the tenderer for returning the tender to him in case it is not received at or before the closing time for submittal of bids

29. Modification, Substitution or Withdrawal of Tenders

- 29.1. The tenderer may modify, substitute or withdraw his tender by written notice to the Employer before the closing time for submittal of tenders. Such modification, substitution or withdrawal shall be contained in a sealed envelope marked as "Modification", "Substitution" or "Withdrawal of Tender". No modification, substitution or withdrawal of a bid will be accepted after the closing time for submittal of bids

C. Bid Opening and Evaluation**30. Bid Opening**

- 30.1. Bids will be opened by the Employer in a session to which all bidders will be invited, the time and place being stated in the invitation addressed to the tenderers. Each bidder may attend in person, or designate an authorized representative to attend on his behalf, and shall sign a register of attendance
- 30.2. Envelopes marked "Withdrawal" or "Substitution" will be opened first and the name of the bidder submitting the same shall be announced. Bids in respect of which a notice of withdrawal or substitution was duly received before the closing time for submittal of bids will not be opened

30.3. The remaining bids will then be opened and the Employer will announce the bidders' names, the bid prices, including any alternative bid prices, the presence (or absence) of tender security and any such other details as the Employer may consider appropriate. The envelopes marked "Modifications" will then be opened and their content read out in appropriate detail

30.4. The remaining bids will then be opened and the Employer will announce the bidders' names, the bid prices, including any alternative bid prices, the presence (or absence) of tender security and any such other details as the Employer may consider appropriate. The envelopes marked "Modifications" will then be opened and their content read out in appropriate detail

31. Confidentiality of Process of Evaluation of Bids

31.1. All information concerning the examination, clarification and evaluation of bids and the recommendation for award are confidential and will not be disclosed to bidders or to any person not officially concerned with such process until award to the successful bidder. Any attempt by any bidder to influence the process of evaluation of bids or award will lead to the rejection of his bid.

32. Clarification of Bids

32.1. The Employer may request any bidder to clarify any matter in his bid, including the breakdown of his unit rates. Such request will be made in writing, but no bidder will be allowed to make, through any clarification given by him, any change in the price or substance of his bid.

33. Determination of Responsiveness of Bids

33.1. Prior to the detailed evaluation of bids the Employer will examine each tender to determine whether it (a) meets the eligibility criteria set forth in Clause 4 of these Instructions, (b) has been properly signed, (c) is accompanied by the required bid security, (d) is valid for the period required and, (e) is substantially responsive to the requirements of the tender documents. For this latter purpose, a substantially responsive tender is one which conforms to all terms, conditions and specifications stated in the tender documents without any material deviation or reservation. A material deviation or reservation is one which (a) affects in a substantial way the price, scope, quality, performance or the required timing of execution and completion of the Works, or (b) limits in any substantial way, inconsistent with the tender documents, the rights of the Employer or obligations of the tenderer, and (c) whose rectification would unfairly affect the competitive position of the tenderers who have presented substantially responsive bids.

33.2. If a tender is found not to be substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation and it will be rejected by the Employer immediately.

34. Correction of Errors

34.1. The Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors. The Employer shall have the right to correct such errors using the following method:

- (i) Where there is a discrepancy between the amounts stated in figures and the amount stated in words the latter shall govern.
- (ii) Where there is an error in any amount resulting from the multiplication of a unit rate for an item by the quantity thereof, the unit rate shall govern and the product of the multiplication shall be corrected accordingly, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total stated will govern and the unit rate will be corrected accordingly.
- (iii) The total tender price will be recalculated on the basis of correction of errors in the manner stated in paragraph (b) above, or if there are no such errors by correcting any errors in the summation of the prices for the various line items in the Bills of Quantities. The total price arrived at after either of these corrections shall be deemed to be the correct total price of the tender, unless the total price stated in the tender is lower than the corrected total tender price, in which case the former shall be deemed as the correct tender price and the tenderer shall be deemed to have offered a discount to be applied pro rata to the prices of all items in the Bills of Quantities

34.2. The resulting from the application of the methods for correction stated in this Clause 34 shall be binding on the tenderer and if he does not accept the corrected amount of his bid, he shall forfeit his tender security

D. Evaluation and Comparison Of Tender

- | | |
|---|---|
| 35. The Bids to be Evaluated | 35.1. Only bids determined to be substantially responsive will be evaluated and compared with one another by the Employer |
| 36. Currency of Evaluation | 36.1. Tender prices will be evaluated and compared on the basis of the currency stipulated in Clause 20 for the tenders. For this purpose, however, the amount(s) representing the percentage or percentages of each tender price payable in a foreign currency or currencies, as required in the tender, shall be ascertained in such currency or currencies using the rate of exchange stated in the tender. The amount(s) so ascertained shall be reconverted to the currency of the Employer's country on the basis of the selling rate(s) published on the day of opening of bids by the Central Bank or other institution performing the functions of a Central Bank in the Employer's country and the amounts of bids, as adjusted pursuant to Clause 34, shall be compared on this basis and other bases stated in these Instructions |
| 37. Determining Lowest Evaluated Bid | <p>37.1 For evaluation of the bids, the Employer will determine the evaluated bid price for each bid by adjusting the bid price, as determined in accordance with Clauses 34 and 36 of these Instructions, as follows:</p> <ul style="list-style-type: none"> a) excluding Provisional Sums, but including Daywork where priced competitively; |

- b) making an appropriate adjustment on sound technical and/or financial grounds for any quantifiable acceptable deviations or reservations or alternative offers;
- c) making an allowance in financial terms for completion time or times, which are different, if allowed, from those stated in the tender documents

37.2. The estimated effect of price adjustment provisions in the Conditions of Contract over the period of execution of the contract shall be disregarded in the evaluation of bids

37.3. If the Lowest Evaluated Bid is seriously unbalanced or front-loaded by comparison to the Engineer's estimate of the costs of the various items of work to be performed under the Contract, the Employer may require justification of such imbalance and the rectification thereof if not satisfied with the explanation given by the tenderer. Unless such imbalance is rectified, the Employer may require increase of the amount of the performance security required under Clause 10 of the Conditions of Contract, so that the Employer's interest may be sufficiently protected in the event of default of the successful bidder in performing the Contract

**38. Preference for
Certain
Bidders**

38.1. Domestic bidders from the Employer's country and bidders from the country or member countries of the financing institution(s) or from any African country will be accorded a margin of preference of 0% in the comparison of bids, provided they satisfy the following conditions:

- a) be registered in the Employer's country or in the country or one of the member countries of the financing institution(s) and have majority ownership by nationals of such country or countries.
- b) not subcontract more than 0% of the Works, measured in terms of the Contract Price, excluding provisional sums, to contractors who would not have been eligible for the aforesaid margin of preference

38.2. Joint ventures between partners eligible for the margin of preference and other partners who do not qualify for such preference, shall be eligible for the margin of the preference provided that:

- a) the partners who are eligible for the margin of preference have a beneficial interest of not less than 50% in the joint venture as demonstrated by the terms of the joint venture agreement; and
- b) the partner or partners who are eligible for the margin of preference, will execute, under the joint venture arrangement, at least 0% of the Works measured in terms of the Contract Price, excluding provisional sums.

- 38.3. A bidder who considers himself eligible for the margin of preference provided for in this Clause shall submit with his bid all necessary information and evidence substantiating such eligibility
- 38.4. Alternative bids, where allowed, will be evaluated separately in accordance with Clause 22 of these Instructions and shall be subject to the margin of preference in accordance with Clause 38 of these Instructions

E. Award of Contract

- 39. Award** 39.1. Subject to Clause 40 and to the application of Clause 38 of these Instructions, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price as determined in accordance with Clause 37.
- 40. Annulment of Tender Procedure** 40.1. The Employer reserves the right to accept or reject any tender or to annul the tendering process and reject all tenders at any time prior to the award of the Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.
- 41. Notification of Award** 41.1. Prior to expiration of the period of validity of bids, as such period may be extended with the agreement of the successful bidder, the Employer will notify the successful bidder in writing by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Employer will pay to the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price")
- 41.2. Pending signature and entry into force of the Contract, the notification of award will constitute a Contract between the Employer and the successful bidder.
- 42. Signature of Contract** 42.1. The successful bidder shall on such date as notified to him by the Employer sign the Form of Agreement constituting the Contract for execution of the Works. The Form of Agreement is appended hereto in Section X.
- 43. Furnishing of Performance Security** 43.1. Within 30 days of receipt of the Letter of Acceptance the successful bidder shall furnish to the Employer a Performance Security as stipulated in Clause 4.2 of the General Conditions of Contract, being in conformity with the form prescribed for this purpose in the tender documents.

**44. Failure to Sign
or Furnish
Performance
Security**

44.1. Failure of the successful bidder to comply with the requirements of Clauses 42 and 43 shall constitute a breach of contract and cause for the annulment of the award and forfeiture of the tender security. The Employer may also seek any other remedy under the Contract and may resort to awarding the Contract to the next ranked bidder.

Section II – Appendix to Instruction to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the Instructions to Tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

Clause	ITT	Particulars of Appendix to Instructions to Tenderers
A. General		
Tender Documents	6.1	Tender Data Sheet (TDS) and ‘Appendix to Instructions to Tenderers’ bear the same meaning
	15.2 (a)	Minimum Annual Turnover = US\$12 Million
	15.2 (f)	US\$3 Million
Bid Prices	19.2	All applicable taxes are exempted for this Tender.
Currency of Bis	20	US\$
Tender Security	23	All bids must be accompanied by a Bid Security (Bank Guarantee) of 2% of the Total Tender Amount or equivalent amount in a freely convertible currency.
Format of Tenders	25.1	The number of copies to be submitted should be one original clearly marked ORIGINAL and three copies each clearly marked COPY.
Contents of Tender	26	The Technical Part shall contain the following: (a) Form of Tender – Technical Part, prepared in accordance with Bidding Form provided, completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested: (b) Bid Security, in accordance with the Bidding Form provided. (c) Authorization: written confirmation authorizing the signatory of the bid to commit the Bidder (Written Power of Attorney). (d) Bidder’s Eligibility: documentary evidence in accordance with Bidding Forms provided establishing the Bidder’s eligibility to Bid.

		(e) Qualifications: documentary evidence in accordance with BiddingForms provided establishing the Bidder's qualifications to perform the Contract if its Bid is accepted. (f) Conformity: a technical proposal in accordance with Bidding Forms/Format provided. The Financial Part shall contain the following: (a) Form of Tender – Financial Part: prepared in accordance with Bidding Forms/Format provided. (b) Bill of Quantities or Activity Schedule completed in accordance with Bidding Forms/Format provided.
Preference for Certain Bidders	38.1 38.2	The margin of preference shall be for Goods 15% and for Works 10%. b) The partner or partners who are eligible for the margin of preference, will execute, under the joint venture arrangement, at least 40% of the Works measured in terms of the Contract Price, excluding provisional sums.
Notification of Award	41	The successful bidder will be notified through 'Notification of Award' and will be expected to respond with a 'Letter of Acceptance' within a specified time period.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders when qualification in the evaluation of the Technical Part is applied. No other factors, methods or criteria shall be used other than those specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Table of Criteria

1.	TECHNICAL PART	29
1.	Eligibility	29
2.	Historical Contract Non-Performance	30
3.	Financial Situation and Performance	32
4.	Experience	39
5.	Personnel.....	38
6.	Equipment.....	39
2.	FINANCIAL PART	41

1. TECHNICAL PART

1.1 Introduction

1.1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

1.1.2 Specialized Subcontractors (Not Applicable)

Only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors independently shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.1.3 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

1.2 Summary of Evaluation Criteria

1.2.1 Eligibility Criteria/Mandatory Requirements

No.	Subject	Requirement	
A. Mandatory			
1.	Tender Document	Original plus 3 Copies	Mandatory
2.	Form of Tender	Duly filled, Signed, Stamped and dated Form of Tender	Mandatory
3.	Power of Attorney	Notarized Power of Attorney if applicable	Mandatory
4.	Certificate of Site Visit	Attach Certificate of site visit issued	Mandatory
5.	Mandatory Information and Qualification Documentation	Bidder Information with attachments (Section IV)	Mandatory
6.	Bid Security	Valid Bid Security (2%, 120 days and a further 30 days after expiry of Tender validity period) (from a Bank)	Mandatory
7.	Notarized Certificate of Incorporation/Registration	By the relevant regulation body in bidder's country	Mandatory
8.	Notarized Tax Compliance Certificate	By the relevant regulation body in bidder's country	Mandatory
9.	Registration with the National Construction Authority (NCA)	Certificate of Registration NCA 1 or equivalent from bidders' country	Mandatory
10.	Annual Practicing License	Current License from NCA or equivalent from bidders' country	Mandatory
11.	Joint Venture Agreement	Between parties if applicable	Mandatory
12.	Certification of Ownership for firm/joint venture	Names, shareholding and citizenship	Mandatory
13.	Conflict of Interest/Anti-Corruption Declaration	Declaration - (Declaration Form)	Mandatory
14.	Government Eligibility/Non-Debarment	Declaration - (Declaration Form)	Mandatory
15.	United Nations resolution or Government's law	Declaration - (Declaration Form)	Mandatory
Any bidder who does not meet any of the above requirements will not be considered for further evaluation.			
B. Historical Performance			
1.	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur because of contractor default since 1 st January 2017. (Duly filled and signed Form CON-2)	Mandatory
2.	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Signed Declaration.	Mandatory
3.	Pending Litigation	Duly filled and signed Form CON-2	Mandatory
4.	Litigation History	History of court/arbitration award decisions against the Bidder ² since 1 st January 2017 (Duly filled and signed Form CON-2)	Mandatory
5.	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Signed ESHS -Declaration (Form CON – 3)	Mandatory
C. Financial Performance			

1	Audited Financial Accounts/Statements	For the last five years (2017 to 2021)	Mandatory
2.	Financial Capabilities	<i>(i) Tenderer's Liquidity of (USD) 3 Million</i> <i>(ii) Adequate sources (line of credit) of finance to meet the cash flow requirements</i> <i>(iii) Annual Quick Ratio of 1 or more of the Tenderer's liquidity position in the Past 5 Years</i>	Mandatory Mandatory Mandatory
3.	Average Annual Construction Turnover	Minimum average annual construction turnover of US Dollars (USD) 12 Million within the last Five years.	Mandatory

¹ Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

² The Tenderer shall provide **accurate** information on the related form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Tenderer or any member of a joint venture may result in failure of the Tender.

3.	References	Provide letter(s) authorizing the Employer to seek references from the bidder's bankers	Mandatory
D. Experience			
1.	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years, starting <i>1st January 2017</i> . (Form EXP 4-1)	Mandatory
2.	Specific Construction & Contract Management Experience	A minimum number of <i>One</i> similar contracts of minimum value USD 20 Million completed in the last 10 Years:	Mandatory

Any bidder who does not meet any of the above requirements will not be considered for further evaluation.

1.2.2 Technical Evaluation

Technical Criteria		Compliance Requirements	
Item	Description	Requirement	
A. Bidders Proposals			
1	Site Organization Plan	Submission (Organogram, Quality Policy, Communication Policy etc.)	Mandatory
2	Methodology Statement	Submission	Mandatory
3	Mobilization Schedule	Submission	Mandatory
4	Resourced Construction Programme with Cash Flow Projections in percentages (NOT AMOUNT)	Within 18 months	Mandatory
5	Construction Equipment (Form EQP-1)	Submission	Mandatory
B. Personnel CV (Attach Academic Certificates and Certificates of Registration) (Form PS-1)			
1	Project Manager (Certified)	CV	Mandatory
2	Registered Civil/Structural Engineer	CV	Mandatory
3	Licensed Surveyor	CV	Mandatory
4	Site Agent	CV	Mandatory
5	Foreman	CV	Mandatory
6	Environmental/Safety Expert	CV	Mandatory
7	Social Expert	CV	Mandatory

1.2.3 Determination of Bids

1	A bidder must be considered technically responsive to be considered for financial evaluation
2	FOR FOREIGN FIRMS PROVIDE EQUIVALENT OF ALL THE ABOVE WHERE APPLICABLE. FOR A SUCCESSFUL FOREIGN FIRM, IT WILL BE A MUST OR WILL BE REQUIRED TO REGISTER WITH KENYA NATIONAL CONSTRUCTION AUTHORITY BEFORE SIGNING OF THE CONTRACT.NCA Website: http://nca.go.ke/.

1.2.4 Financial Evaluation

If the Bid satisfies the Technical requirements, it shall be subjected to financial evaluation as follows:

- a) The bid contains all items in the schedule of requirements: Partial quoting (*i.e., not quoting for all the items as indicated on the Bill of Quantities*) will amount to automatic disqualification
- b) The bidders shall have attached Properly Filled, serialized, signed and stamped form of tender
- c) Checking on consistency of rates for similar items
- d) The prices quoted covers Supply, Installation, testing & Commissioning, Training, handover and Warranty.
- e) Arithmetic Errors Checked

Award

The Lowest Evaluated Bidder Shall Be Recommended for Negotiations and subsequent Award.

2. Qualification Criteria

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Form of Tender	Signed Form of Tender	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Signed Form of Tender
1.2	Power of Attorney	Notarised Power of Attorney	Must meet requirement	NA	Must meet requirement	N/A	Notarised Power of Attorney
1.3	Mandatory Information and Qualification Documentation	Bidder Information with attachments	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1.4	Bid Security	2% Bid Security, valid for 120 days and a further 30 days after expiry of validity period	Must meet requirement	Must meet requirement	NA	NA	Form of Tender Security - Bank Guarantee
1.5	Conflict of Interest	No conflicts of interest in accordance with ITT 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Declaration
1.6	Government Eligibility	Not having been declared ineligible by the Government, as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Declaration
1.7	United Nations resolution or Government's law	Not having been excluded as a result of prohibition by Government laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Declaration Forms ELI – 1.1 and 1.2, with attachments

2. Historical Contract Non-Performance

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2017.	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on-execution of a Bid/Proposal Securing Declaration.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Declaration
2.3	Pending Litigation	Bid's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

¹ Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

² This requirement also applies to contracts executed by the Tenderer as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2017	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years ⁴ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

³ The Tenderer shall provide accurate information on the related Tender Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Tenderer or any member of a joint venture may result in failure of the Tender.

⁴ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

[illegible]

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		the Employer, for the last Five years shall be submitted and must demonstrate the current soundness of the Tenderer’s financial position and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US Dollars (USD) 12 Million calculated as total certified payments received for contracts in progress and/or completed within the last Five years, divided by Five years	Must meet requirement	Must meet requirement	NA	NA	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		at least the last 5 years, starting <i>1st January 2017</i> .					
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of One similar contract specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or sub-contractor ⁶ in the last 10 years : (ii) 2 contracts, each of minimum value USD 10 Million ; The similarity of the contracts shall be based on the following: [<i>Based on Section VII, Scope of</i>	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Form EXP 4.2(a)

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<i>Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics]</i> I. Builder's Work Including: - Bulk Excavation – 30,000 CM - Concrete Work – 7,000CM - Walling – 22,000 SM - Pharma-wall and Ceiling Finishes – 700 SM - Radiation Shielding Lead Lined doors (of variant Specifications) - 35No. - Floor Finishes-17,000SM					
4.2 (b)		For the above and any other contracts: substantially completed and under implementation]as prime contractor, joint venture member, or sub- contractor between 1st January 2017 and Application submission deadline, a minimum construction experience in the following key activities successfully completed⁸: /1) Excavation in soft: 50,000m3/month 2) Embankment Fill:20,000m3/month 3) Concrete works: 1,000m3/month Reinforcement steel: 20tonnes/month]	Must meet requirements May be met through specialized sub-contractor	Must meet requirements May be met through specialized sub-contractor	N/A	N/A	Form EXP – 4.2 (b)

⁸ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

5. Personnel (Form PS-1)

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements:

Item	Position	Qualifications/Experience	Requirement
1	Project Manager (Certified)	Bachelor's degree in Civil Engineering, Architecture, Quantity Surveying, Construction Management or Equivalent (Over 10 years relevant experience)	Mandatory
2	Registered Civil/Structural Engineer	Bachelor's degree in Civil/Structural Engineering (Over 10 years relevant experience)	Mandatory
3	Licensed Surveyor	Bachelor's degree in Surveying (Over 10 years relevant experience)	Mandatory
4	Site Agent	Bachelor's degree in Civil Engineering, Architecture, Quantity Surveying, Construction Management or Equivalent (Over 10 years relevant experience)	Mandatory
5	Foreman	Ordinary Diploma (Over 10 years relevant experience)	Mandatory
6	Environmental/Safety Expert	Bachelor's degree in Environmental Health Science or Equivalent (Over 10 years relevant experience)	Mandatory
7	Social Expert	Bachelor's degree in Sociology or Equivalent (Over 10 years relevant experience)	Mandatory

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Tender Forms.

6. Equipment (Form EQP-1)

The Tenderer must demonstrate that it has the key equipment listed hereafter (attach evidence of ownership/lease/hire):

Item	Equipment Type and Characteristics As specified or Above	Requirement
1	Wheel Loader / Excavator 12HP	Mandatory
3	Truck crane (10 tonne)	Mandatory
4	Grader (120HP)	Mandatory
6	Tandem Roller (10 tonne)	Mandatory
6	Backhoe (1.2m ³)	Mandatory
7	Diesel Generator (50kVA)	Mandatory
8	Tipper (10 tonne)	Mandatory
9	Water Bowser (7,500 ltr)	Mandatory
10	Concrete Mixer (3 m ³)	Mandatory
12	Hoist Crane (5 tonne)	Mandatory

The Tenderer shall provide further details of proposed items of equipment using Form EQU in Section IV, Tender Forms.

7. Sub-Contractors or Joint Venture

The Tenderer (Main Bidder) using specialized domestic sub-contractors in a joint venture must ensure that they satisfy and pass the individual requirements as detailed in the respective sub-contract Bid Documents:

2. FINANCIAL PART

The Lowest Evaluated Bidder Shall Be Recommended for Award

Section IV - Tender Forms

Table of Forms

Appendix to Bid	47
Technical Part	47
Site Organization	48
Method Statement	49
Mobilization Schedule	50
Construction Schedule Form EQU: Equipment.....	51
Personnel.....	53
Form PER-1: Proposed Personnel	53
Form PER-2: Resume of Proposed Personnel	54
Tenderers Qualification without prequalification	55
Form ELI -1.1	56
Form ELI -1.2	58
Form CON – 2	59
Form FIN – 3.1:	63
Form FIN – 3.2:	65
Form FIN – 3.3:	66
Form FIN – 3.4:	67
Form EXP - 4.1	68
Form EXP - 4.2(a).....	69
Form EXP - 4.2(b).....	71
Form of Tender Security - Demand Guarantee	73

Tenderer Declaration

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Invitation for Tender No.: *[insert identification]*

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with the Instructions to Tender;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in this Tender;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works:

Item	Description of requirements	Volume No.
1	Main Works	Volume I

- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in the Instructions to Tender (or as amended if applicable) from the date fixed for the Bid submission deadline specified in the Instructions to Tender (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental, Social, Health and Safety (ESHS) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not

subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Financing Institutions [Arab Bank for Economic Development in Africa (BADEA) and the Saudi Fund for Development (SDF)] or a debarment imposed by the World Bank Group and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

Name of the Tenderer:**[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

*******[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Date signed _____ day of _____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Bidder

Appendix to Bid

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Resourced Construction Programme with Cash Flow Projections in Percentages**
- **Equipment**
- **Others**

Site Organization

Method Statement

Mobilization Schedule

Resourced Construction Programme with Cash Flow Projections in Percentages

Form EQU: Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

Personnel

Form PER-1: Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Tenderers Qualification without prequalification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI -1.1**Tenderer Information Form**

Date: _____

RFT No. and title: _____

Page _____ of _____ pages

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part 1 General: Applicants Details

Applicants Name:	
In case of Joint Venture (JV), name of each member:	
Nature of business:	
Registration Certificate No:	
Name of your bankers:	
Branch:	
Contacts:	
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Email Address: <i>[insert telephone/Email Address, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>	

Part 2(a) – Sole Proprietor:

Your name in full	
Age	
Nationality	
Country of origin	
Citizenship details	

Party 2(b) – Partnership

Give details of partners as follows:

#	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

Part 2 (c) – Registered Company:

State whether Private or Public:	
State the Nominal capital of the company (USD equivalent):	
State the Nominal capital of the company (USD equivalent):	

Give details of all directors as follows

#	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

1. Attached are copies of original documents of:

Legal Documents

- ☐ Copy of Certificate of Registration/Incorporation
- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5.
- ☐ Included are the organizational chart, Legal Document showing a list of Directors, and the beneficial ownership. and ownership (CR12)
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.
- ☐ Tax Compliance Certificate (From Relevant Country of Registration)
- ☐ Copy of valid business permit or International equivalent

Industry Certifications

- ☐ Copy of Valid Registration with National Construction Authority (NCA) for Electrical (Class 1) or equivalent International Registration/Certification
- ☐ Copy of Valid Licence for Building works (NCA 1) or equivalent International Standard
- ☐ Copy of Valid Licence for Electrical works (NCA) or equivalent International Standard
- ☐ Copy of Valid Licence for Mechanical works (NCA) or equivalent International Standard

Form ELI -1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

RFT No. and title: _____

Page _____ of _____ pages

Tenderer's JV name: _____

JV member's name: _____

JV member's country of registration: _____

JV member's year of constitution: _____

JV member's legal address in country of constitution: _____

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Email Address: _____

E-mail address: _____

Attached are copies of original documents of:

Legal Documents

- ☐ Copy of Certificate of Registration/Incorporation
- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5.
- ☐ Included are the organizational chart, Legal Document showing a list of Directors, and the beneficial ownership. and ownership (CR12)
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.
- ☐ Tax Compliance Certificate (From Relevant Country of Registration)
- ☐ Copy of valid business permit or International equivalent

Industry Certifications

- ☐ Copy of Valid Registration with National Construction Authority (NCA) for Electrical (Class 1) or equivalent International Registration/Certification
- ☐ Copy of Valid Licence for Building works (NCA 1) or equivalent International Standard
- ☐ Copy of Valid Licence for Electrical works (NCA) or equivalent International Standard
- ☐ Copy of Valid Licence for Mechanical works (NCA) or equivalent International Standard

Form CON – 2**Historical Contract Non-Performance, Pending Litigation
and Litigation History**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFT No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria ☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3: ESHS Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ESHS performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form FIN – 3.1:**Financial Situation and Performance**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFT No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	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					

*Refer to ITT 15 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (USD equivalent)
1		
2		
3		

2. Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Form FIN – 3.2:**Average Annual Construction Turnover**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFT No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.3:**Financial Resources**

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 as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

Form FIN – 3.4:**Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract (Attach Signed Contract)	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

Form EXP - 4.1**General Construction Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFT No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			USD	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)**Specific Construction and Contract Management
Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)**Construction Experience in Key Activities**

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

RFT No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification (Attach signed contracts and completion certificates)				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			USD	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

² If applicable

	Information
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3.

Form of Tender Security - Bank Guarantee

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

Whereas, *[name and address of Employer]* (hereinafter called the Employer) invited tenders for the construction and completion of Works *[state designation or short description of the Works]* and the remedying of any defects therein, and it is required, in accordance with the Instructions to Tenderers, that each tender be accompanied by a tender security; and Whereas *[name of tenderer]* (hereinafter called the Tenderer) has submitted a tender dated (hereinafter called the Tender).

NOW, THEREFORE, in consideration of the Tender being entertained by the Employer alongside other tenders, we *[name of bank]*, having our registered office at *[address of bank]*, (hereinafter called the Bank), hereby undertake and bind ourselves, our successors, to pay to *[name of the Employer]* the sum of *[amount in figures and words]* upon the following conditions:

1. If, after the closing date for the submittal of tenders and during the period of validity of the Tender specified by the Tenderer in the Form of Tender, the Tenderer withdraws the Tender; or
2. If the Tenderer, having been notified by the Employer during the period of validity of the Tender of the acceptance thereof:
 - a) fails or refuses to execute the Form of Agreement in accordance with Instructions to Tenderers; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers,

We undertake to pay to the Employer the above-mentioned amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that the Employer states in its demand that the amount claimed therein is due to the Employer owing to the occurrence of one or both of the above conditions and specifies the condition or conditions which have occurred.

This Guarantee shall remain in force up to and including the date falling thirty (30) days after the period of validity of the Tender, of such period as may be extended with the agreement of the Tenderer, notice of which extension(s) is hereby waived by the Bank. Any demand in respect of this Guarantee shall be presented to the Bank not later than the date specified above.

Done in *[name of city]* on the day of *[month]* of *[year]*.

[Signature(s) on behalf of the Bank] [Name(s) of Authorized Representative(s)]
[Designation(s)]
[Seal of the Bank]

[signature(s)]

PART 2 –Works’ Requirements

Section VII - Works' Requirements

Contents

Scope of Works.....	90
Specification.....	91
Drawings	92
Supplementary Information	95

Scope of Works

Construction, equipping, testing and commissioning of a Cancer Diagnostic and Treatment Centre together with the associated civil/external works as documented in the volumes below:

Item	Requirement Category	Volume No.
1	Main Works	Volume I

Specification

Specifications applicable are those by the Ministry of Public Works General Specifications dated March 1976 (together with any amendments issued thereof). The Contractor should obtain a copy from the Ministry of Public Works. No liability will be admitted nor claim allowed in respect of errors in Contractor's tender arising from the lack of knowledge on the said specification.

Drawings

NO.	DESCRIPTION	DRAWING NO.
	<u>ARCHITECTURAL DRAWINGS</u>	
1.0	Site Plan	ARCH/KCC-01
2.0	Main Block Ground Floor Plan	ARCH/KCC -02
3.0	Main Block First Floor Plan	ARCH/KCC -03
4.0	Main Block Second Floor Plan	ARCH/KCC -04
5.0	Main Block Third Floor Plan	ARCH/KCC -05
6.0	Main Block Fourth Floor Plan	ARCH/KCC -06
7.0	Main Block Roof Plan	ARCH/KCC -07
8.0	Elevations	ARCH/KCC -08
9.0	Sections	ARCH/KCC -09
10.0	Chemotherapy Block Layout and Details	ARCH/KCC -10
11.0	Boiler Room Layout and Details	ARCH/KCC -11
12.0	Power House Layout and Details	ARCH/KCC-12
13.0	Medical Gases House Layout and Details	ARCH/KCC-13

NO.	DESCRIPTION	DRAWING NO.
	<u>STRUCTURAL DRAWINGS</u>	
1.0	Pad Foundation Layout	10/2020/A01
2.0	Strip Footing Foundation Layout & Details	10/2020/A02
3.0	Foundation Details	10/2020/A03
4.0	Staircase Details and Ramp Details Column	10/2020/A04a
5.0	Details	10/2020/A04b-A04c
6.0	Lift Shaft Foundation Details	10/2020/A05a
7.0	Lift Shaft Details	10/2020/A05b
8.0	Lift Shaft 02 Details	10/2020/A05c
9.0	R.C Wall Details and Shear Wall Details 1 st	10/2020/A06
10.0	Floor Slab Layout	10/2020/A07
11.0	1 st and 3 rd Floor Beam Details 1 st	10/2020/A08a-d
12.0	Floor Slab Details	10/2020/A09
13.0	2 nd Floor Slab Layout	10/2020/A10
14.0	2 nd Floor Beam Details	10/2020/A11a-d
15.0	2 nd Floor Slab Details	10/2020/A12
16.0	3 rd Floor Slab Layout 3 rd	10/2020/A13
17.0	Floor Slab Details	10/2020/A15
18.0	3 rd Floor Roof Layout and Details	10/2020/A16
19.0	4 th Floor Slab Layout 4 th	10/2020/A16
20.0	Floor Beam Details	10/2020/A19a-c
21.0	4 th Floor Slab Details	10/2020/A20

	<u>STRUCTURAL DRAWINGS CTD</u>	
22.0	Roof Floor Layout	10/2020/A21
23.0	Roof Floor Beam layout	10/2020/A22a-c
24.0	Roof Floor Slab Details	10/2020/A23
25.0	Chemo HS Foundation Layout and Ring Beam Layout and Other Details	10/2020/A24a
26.0	Chemo HS Roof Truss Layout and Roof Slab Details	10/2020/A24b
27.0	Chemo HS Truss Detail, Ring Beam Detail and Gutter Details	10/2020/A24c
28.0	Boiler House Details	10/2020/C25
29.0	Medical Gas House Details	10/2020/C26
30.0	Power House Details	10/2020/C27-C28
31.0	Underground Water Tank	10/2020/C29
32.0	Gate House Foundation Layout and Details	10/2020/C30

NO.	DESCRIPTION	DRAWING NO.
	<u>CIVIL WORKS DRAWINGS</u>	
1.0	Walkway, Parking and Storm Water Layout	10/2020/C01
2.0	Foul Water Layout	10/2020/C02
3.0	Boundary Wall and R.C Wall Layout	10/2020/C03
4.0	Storm Water Details, R.C Wall and Parking Details	10/2020/C04
5.0	Storm Water Details	10/2020/C05
6.0	Foul Water Details and Boundary Wall Details	10/2020/C06

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

1.	General Provisions	104
1.1	Definitions	104
1.2	Interpretation.....	110
1.3	Communications	110
1.4	Law and Language.....	111
1.5	Priority of Documents.....	111
1.6	Contract Agreement.....	112
1.7	Assignment	112
1.8	Care and Supply of Documents	112
1.9	Delayed Drawings or Instructions	113
1.10	Employer's Use of Contractor's Documents	113
1.11	Contractor's Use of Employer's Documents	114
1.12	Confidential Details	114
1.13	Compliance with Laws	115
1.14	Joint and Several Liability	115
1.15	Inspections and Audit by the Government.....	115
2.	The Employer.....	115
2.1	Right of Access to the Site.....	115
2.2	Permits, Licences or Approvals.....	116
2.3	Employer's Personnel	117
2.4	Employer's Financial Arrangements	117
2.5	Employer's Claims	117
3.	The Engineer	118
3.1	Engineer's Duties and Authority	118
3.2	Delegation by the Engineer.....	120
3.3	Instructions of the Engineer.....	120
3.4	Replacement of the Engineer	121
3.5	Determinations.....	121

4.	The Contractor.....	122
4.1	Contractor's General Obligations	122
4.2	Performance Security	123
4.3	Contractor's Representative.....	124
4.4	Subcontractors	125
4.5	Assignment of Benefit of Subcontract.....	125
4.6	Co-operation	126
4.7	Setting Out	126
4.8	Safety Procedures	127
4.9	Quality Assurance.....	127
4.10	Site Data.....	128
4.11	Sufficiency of the Accepted Contract Amount.....	128
4.12	Unforeseeable Physical Conditions	129
4.13	Rights of Way and Facilities.....	130
4.14	Avoidance of Interference.....	130
4.15	Access Route.....	130
4.16	Transport of Goods	131
4.18	Protection of the Environment	131
4.19	Electricity, Water and Gas	132
4.22	Security of the Site.....	134
4.23	Contractor's Operations on Site.....	134
4.24	Fossils	135
5.	Nominated Subcontractors	135
5.1	Definition of “ nominated Subcontractor ”	135
5.2	Objection to Nomination	135
5.3	Payments to nominated Subcontractors	136
5.4	Evidence of Payments.....	136
6.	Staff and Labour	137
6.1	Engagement of Staff and Labour	137
6.2	Rates of Wages and Conditions of Labour	137
6.3	Persons in the Service of Employer	138
6.4	Labour Laws	138
6.5	Working Hours	138
6.6	Facilities for Staff and Labour	138
6.7	Health and Safety	138

6.8	Contractor's Superintendence.....	140
6.9	Contractor's Personnel.....	140
6.10	Records of Contractor's Personnel and Equipment.....	140
6.11	Disorderly Conduct.....	140
6.12	Foreign Personnel	141
6.13	Supply of Foodstuffs.....	141
6.14	Supply of Water	141
6.15	Measures against Insect and Pest Nuisance	141
6.16	Alcoholic Liquor or Drugs.....	141
6.17	Arms and Ammunition	141
6.18	Festivals and Religious Customs	142
6.19	Funeral Arrangements.....	142
6.20	Prohibition of Forced or Compulsory Labour	142
6.21	Prohibition of Harmful Child Labour	142
6.22	Employment Records of Workers.....	142
6.23	Workers' Organisations	142
6.24	Non-Discrimination and Equal Opportunity.....	143
7.	Plant, Materials and Workmanship.....	143
7.1	Manner of Execution.....	143
7.2	Samples	143
7.3	Inspection.....	144
7.4	Testing	144
7.5	Rejection	145
7.6	Remedial Work	146
7.7	Ownership of Plant and Materials.....	146
7.8	Royalties	146
8.	Commencement, Delays and Suspension.....	147
8.1	Commencement of Works	147
8.2	Time for Completion.....	147
8.3	Programme.....	148
8.4	Extension of Time for Completion	149
8.5	Delays Caused by Authorities.....	149
8.6	Rate of Progress	150
8.7	Delay Damages	150
8.8	Suspension of Work.....	151

Section VIII – General Conditions of Contract	100
8.9 Consequences of Suspension	151
8.10 Payment for Plant and Materials in Event of Suspension.....	151
8.11 Prolonged Suspension.....	152
8.12 Resumption of Work.....	152
9. Tests on Completion	152
9.1 Contractor’s Obligations.....	152
9.2 Delayed Tests.....	152
9.3 Retesting	153
9.4 Failure to Pass Tests on Completion.....	153
10. Employer’s Taking Over	154
10.1 Taking Over of the Works and Sections	154
10.2 Taking Over of Parts of the Works	154
10.3 Interference with Tests on Completion.....	156
11. Defects Liability	156
11.1 Completion of Outstanding Work and Remedying Defects	156
11.2 Cost of Remedying Defects	157
11.3 Extension of Defects Notification Period	157
11.4 Failure to Remedy Defects.....	157
11.5 Removal of Defective Work	158
11.6 Further Tests	158
11.7 Right of Access	158
11.8 Contractor to Search	159
11.9 Performance Certificate	159
11.10 Unfulfilled Obligations	159
11.11 Clearance of Site	159
12. Measurement and Evaluation.....	160
12.1 Works to be Measured	160
12.2 Method of Measurement.....	160
12.3 Evaluation	161
12.4 Omissions.....	162
13. Variations and Adjustments	162
13.1 Right to Vary.....	162
13.2 Value Engineering	163
13.3 Variation Procedure	164
13.4 Payment in Applicable Currencies.....	164

13.5	Provisional Sums	165
13.6	Daywork.....	165
13.7	Adjustments for Changes in Legislation.....	166
13.8	Adjustments for Changes in Cost	167
14.	Contract Price and Payment.....	168
14.1	The Contract Price	168
14.2	Advance Payment	169
14.3	Application for Interim Payment Certificates.....	170
14.4	Schedule of Payments	171
14.5	Plant and Materials intended for the Works	172
14.6	Issue of Interim Payment Certificates.....	173
14.7	Payment	174
14.8	Delayed Payment	175
14.9	Payment of Retention Money	175
14.10	Statement at Completion.....	176
14.11	Application for Final Payment Certificate.....	177
14.12	Discharge 177	
14.13	Issue of Final Payment Certificate.....	177
14.14	Cessation of Employer's Liability	178
14.15	Currencies of Payment.....	178
15.	Termination by Employer.....	179
15.1	Notice to Correct.....	179
15.2	Termination by Employer.....	179
15.3	Valuation at Date of Termination	181
15.4	Payment after Termination	181
15.5	Employer's Entitlement to Termination for Convenience.....	182
15.6	Fraud and Corruption.....	182
16.	Suspension and Termination by Contractor	182
16.1	Contractor's Entitlement to Suspend Work	182
16.2	Termination by Contractor.....	183
16.3	Cessation of Work and Removal of Contractor's Equipment	184
16.4	Payment on Termination.....	184
17.	Risk and Responsibility	185
17.1	Indemnities.....	185
17.2	Contractor's Care of the Works	185

Section VIII – General Conditions of Contract	102
17.3 Employer’s Risks	186
17.4 Consequences of Employer’s Risks	187
17.5 Intellectual and Industrial Property Rights	187
17.6 Limitation of Liability	188
17.7 Use of Employer’s Accomodation/Facilities	189
18. Insurance	189
18.1 General Requirements for Insurances	189
18.2 Insurance for Works and Contractor’s Equipment	191
18.3 Insurance against Injury to Persons and Damage to Property	193
18.4 Insurance for Contractor’s Personnel.....	194
19. Force Majeure	194
19.1 Definition of Force Majeure	194
19.3 Duty to Minimise Delay	195
19.4 Consequences of Force Majeure.....	195
19.5 Force Majeure Affecting Subcontractor	196
19.6 Optional Termination, Payment and Release	196
19.7 Release from Performance	197
20. Claims, Disputes and Arbitration.....	197
20.1 Contractor’s Claims	197
20.2 Appointment of the Dispute Board	199
20.3 Failure to Agree on the Composition of the Dispute Board	200
20.4 Obtaining Dispute Board’s Decision	201
20.5 Amicable Settlement.....	202
20.6 Arbitration.....	202
20.7 Failure to Comply with Dispute Board’s Decision.....	203
20.8 Expiry of Dispute Board’s Appointment	203

Section VIII - General Conditions (GC)

[Name of Employer]

[Name of Contract]

General Conditions

1. General Provisions

1.1 Definitions

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

1.1.1 The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “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.

- 1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 “Bill of Quantities”, “Daywork Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.
- 1.1.1.10 “Contract Data” means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.
- 1.12 Parties and Persons**
- 1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.
- 1.1.2.2 “Employer” means the person named as employer in the Contract Data and the legal successors in title to this person.
- 1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
- 1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.
- 1.1.2.6 “Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by

the Employer or the Engineer, as Employer's Personnel.

- 1.1.2.7 "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.
- 1.1.2.8 "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.
- 1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]
- 1.1.2.10 "FIDIC" means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.2.11 "Government" means the Republic as named in the Contract Data.

1.13 Dates, Tests, Periods and Completion

- 1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the Tender.
- 1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works].
- 1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
- 1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

- 1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].
- 1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over 365 days except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
- 1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 “Day” means a calendar day and “year” means 365 days.
- 1.14 Money and Payments**
- 1.1.4.1 “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.
- 1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

- 1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
- 1.1.4.8 “Local Currency” means the currency of the Country.
- 1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].
- 1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
- 1.1.4.11 “Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
- 1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

- 1.15 Works and Goods**
- 1.1.5.1 “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.
 - 1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
 - 1.1.5.3 “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.

- 1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 “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.
- 1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).1.1.5.7 “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.
- 1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

- 1.1.6.1 “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.
- 1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 “Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure].
- 1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

- 1.1.6.7 “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].
- 1.1.6.10 “Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents.”

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth(5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions – Part A,
- (e) the Particular Conditions – Part B
- (f) these General Conditions

- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

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 Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's

Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

1.10 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate

the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.15 Inspections and Audit by the Government

The Contractor shall permit the Government and/or persons appointed by the Government to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Government if required by the Government.

2. The Employer**2.1 Right of Access to the Site**

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times)

stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

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 Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licences or Approvals

The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],

- (ii) for the delivery of Goods, including clearance through customs, and
- (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Employer's Financial Arrangements

The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

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 Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], 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 Notification 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 Engineer shall then proceed in accordance with Sub-Clause 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 Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification 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 Sub-Clause.

3. The Engineer

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;

- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (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; and
- (d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, 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 Engineer, 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 Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and

shall notify the Contractor accordingly, with a copy to the Employer.

3.2 Delegation by the Engineer

The Engineer 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 engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

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 Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer 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 Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

The Engineer 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 Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,

- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Employer intends to replace the Engineer, 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 Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

3.5 Determinations Whenever these Conditions provide that the Engineer shall

proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. The Contractor

4.1 Contractor's General Obligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Government.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer, 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 Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;

- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the “as-built” documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the Contract Data and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, 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.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim

under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

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 Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- (c) the Contractor shall give the Engineer 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
- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit

of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

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 Engineer in the time and manner stated in the Specification.

4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer

and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this e.

4.8 Safety Procedures The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and
- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, 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 Engineer may give. If an instruction constitutes a Variation, Clause 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 shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer 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 Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

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

- (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 Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 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 Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both

Parties, the Employer shall immediately rectify the notified shortage, defect or default.

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

4.21 Progress Reports Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (b) photographs showing the status of manufacture and of progress on the Site;
- (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (i) commencement of manufacture,
 - (ii) Contractor's inspections,
 - (iii) tests, and
 - (iv) shipment and arrival at the Site;
- (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];

- (e) copies of quality assurance documents, test results and certificates of Materials;
- (f) list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and
- (b) 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 Engineer, as authorised personnel of the Employer's other contractors on the Site.

4.23 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects

Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, 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 Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. Nominated Subcontractors

5.1 Definition of “nominated Subcontractor”

In the Contract, “nominated Subcontractor” means a Subcontractor:

- (a) who is stated in the Contract as being a nominated Subcontractor, or
- (b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing

to indemnify the Contractor against and from the consequences of the matter:

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

**5.3 Payments to
nominated
Subcontractors**

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

**5.4 Evidence of
Payments**

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) submits this reasonable evidence to the Engineer, or
- (b)
 - (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

6. Staff and Labour

6.1 Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

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

against accidents. This person shall be qualified for this

responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, 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 Engineer may reasonably require.

HIV-AIDS Prevention. 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 virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with

supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.

**6.8 Contractor's
Superintendence**

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

**6.9 Contractor's
Personnel**

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract,
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

**6.10 Records of
Contractor's
Personnel and
Equipment**

The Contractor shall submit, to the Engineer, 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 Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

**6.11 Disorderly
Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to

preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.15 Measures against Insect and Pest Nuisance The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.16 Alcoholic Liquor or Drugs The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.17 Arms and Ammunition The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

- 6.18 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.19 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
- 6.20 Prohibition of Forced or Compulsory Labour** The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.21 Prohibition of Harmful Child Labour** The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
- 6.22 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
- 6.23 Workers' Organisations** In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers'

organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce.

6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

7. Plant, Materials and Workmanship

7.1 Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- (b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

7.3 Inspection

The Employer's Personnel shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 Testing

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the

Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is incorporated in the Works;
- (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- (a) natural Materials obtained from outside the Site, and
- (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. Commencement, Delays and Suspension

8.1 Commencement of Works Except as otherwise specified in the Particular Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by 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.

8.2 Time for Completion The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- (a) achieving the passing of the Tests on Completion, and
- (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Engineer 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 Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

If, at any time, the Engineer 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 Engineer in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

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

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress If, at any time:

- (a) actual progress is too slow to complete within the Time for Completion, and/or
- (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.

Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete

the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

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

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and
- (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under Clause 13 [Variations and Adjustments].

9. Tests on Completion

9.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with subparagraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

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

In considering the results of the Tests on Completion, the Engineer 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 Engineer.

9.2 Delayed Tests

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer 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 Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

- (a) order further repetition of Tests on Completion under Sub-Clause 9.3;
- (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or
- (c) issue a Taking-Over Certificate, if the Employer so requests.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].

10. Employer's Taking Over

10.1 Taking Over of the Works and Sections

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

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

The Engineer 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 Sub-Clause.

If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

The Engineer may, at the sole discretion 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

Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (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 Engineer shall issue a Taking-Over Certificate for this part.

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

If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.

103 Interference with Tests on Completion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

104 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. Defects Liability

11.1 Completion of Outstanding Work and Remedying Defects

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, 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 Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

11.2 Cost of Remedying Defects

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- (a) any design for which the Contractor is responsible,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) failure by the Contractor to comply with any other obligation.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the

cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 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 Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
- (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

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 Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except

as may be inconsistent with the Employer's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Performance Certificate

Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

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

12. Measurement and Evaluation

12.1 Works to be Measured

The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and

- (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.

Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

However, a new rate or price shall be appropriate for an item of work if:

- (a)
 - (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule,
 - (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount,
 - (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and
 - (iv) this item is not specified in the Contract as a “fixed rate item”;

or

- (b)
 - (i) the work is instructed under Clause 13 [Variations and Adjustments],
 - (ii) no rate or price is specified in the Contract for this item, and
 - (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not

executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. Variations and Adjustments

13.1 Right to Vary

Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer 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 Engineer shall cancel, confirm or vary the instruction.

Each Variation may include:

- (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- (b) changes to the quality and other characteristics of any item of work,
- (c) changes to the levels, positions and/or dimensions of any part of the Works,
- (d) omission of any work unless it is to be carried out by others,
- (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- (f) changes to the sequence or timing of the execution of the Works.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

13.2 Value Engineering The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

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

If a proposal, which is approved by the Engineer, 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 Sub-Clause 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 Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract

Price. This fee shall be half (50%) of the difference between the following amounts:

- (i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
- (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

133 Variation Procedure

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) a description of the proposed work to be performed and a programme for its execution,
- (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
- (c) the Contractor's proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

134 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.

135 Provisional Sums Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer'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 Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

136 Daywork

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver

each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) the names, occupations and time of Contractor's Personnel,
- (b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in

accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

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:

$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o$ + where:

“ 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 Contract Data ;

“ 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;

“ L_n ”, “ E_n ”, “ M_n ”, ... 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 Engineer. 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” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favourable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14. Contract Price and Payment

14.1 The Contract Price

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except

as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions 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 stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer], except for Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], payable by the Contractor to the Employer.

14.3 Application for Interim Payment Certificates

The Contractor shall submit a Statement in six copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data 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 Contract Data;
- (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (g) the deduction of amounts certified in all previous Payment Certificates.

144 Schedule of Payments

If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

- (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];;
- (b) Sub-Clause 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 Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

**145 Plant and
Materials intended
for the Works**

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

The Engineer shall determine and certify each addition if the following conditions are satisfied:

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

and either:

- (b) the relevant Plant and Materials:
 - (i) are those listed in the Schedules for payment when shipped,

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

or

(c) the relevant Plant and Materials:

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

The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer 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 Engineer fairly determines to be due, with

all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract Data. In this event, the Engineer shall give notice to the Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

- (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer 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 Engineer's acceptance, approval, consent or satisfaction.

14.7 Payment

The Employer shall pay to the Contractor:

- (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents; and
- (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate \.

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.

- 148 Delayed Payment** If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

149 Payment of Retention Money

When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

**14.10 Statement at
Completion**

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract.

Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of 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 Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12

[Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall state:

- (a) the amount which he fairly determines is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of
Employer's
Liability

The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the Final Statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 Currencies of
Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- (a) if the Accepted Contract Amount was expressed in Local Currency only:
 - (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;

- (ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
- (iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;
- (b) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- (c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

15. Termination by Employer

15.1 Notice to Correct If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],

- (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,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, or
- (g) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions,, in competing for or in executing the Contract,

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in

the case of sub-paragraph (e) or (f) or (g), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

153 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

154 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or

- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

155 Employer's Entitlement to Termination for Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor].

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

156 Fraud and Corruption

The Government requires compliance with the its Anti-Corruption Laws and Guidelines and its prevailing sanctions policies and procedures as set forth in Appendix B to these General Conditions.

16. Suspension and Termination by Contractor

16.1 Contractor's Entitlement to Suspend Work

If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant

Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

162 Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

- (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements],
- (b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- (c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]),
- (d) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- (e) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment],

- (f) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- (g) 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.
- (h) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

163 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,
- (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

164 Payment on Termination

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

- (a) return the Performance Security to the Contractor,

- (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. Risk and Responsibility

17.1 Indemnities

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued

under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Employer's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

- (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
- (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

174 Consequences of Employer's Risks

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

175 Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

- (a) an unavoidable result of the Contractor's compliance with the Contract, or
- (b) a result of any Works being used by the Employer:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-

Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Employer's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

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 Engineer.

18. Insurance

18.1 General Requirements for Insurances

In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act

under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

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 Contract Data (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 Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

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 Engineer.

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

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

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

these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],
- (d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
- (e) may however exclude loss of, damage to, and reinstatement of:
 - (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
 - (iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at

commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties,
- (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and

- (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. Force Majeure

19.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

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

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution,

insurrection, military or usurped power, or civil war,

- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

192 Notice of Force Majeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

193 Duty to Minimise Delay

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

194 Consequences of Force Majeure

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

**195 Force Majeure
Affecting
Subcontractor**

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

**196 Optional
Termination,
Payment and
Release**

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

- (c) other Cost 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 Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. Claims, Disputes and Arbitration

20.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all

liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer 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 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations]

to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix A to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

**20.3 Failure to Agree
on the
Composition of
the Dispute Board**

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board],
- (b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or

- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either

Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

20.5 Amicable Settlement

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

20.6 Arbitration

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the contract is with foreign contractors,
 - (i) international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC

Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules

- (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

**20.7 Failure to Comply
with Dispute
Board's Decision**

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

**20.8 Expiry of Dispute
Board's
Appointment**

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and

- (b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].

APPENDIX A

A General Conditions of Dispute Board Agreement

1. Definitions

Each “Dispute Board (DB) Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the “Other Members” do not apply, or
 - (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members”.

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a

consultant or otherwise, after ceasing to act under the Dispute Board Agreement;

- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

**5. General
Obligations of the
Employer and the
Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims

from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);

- (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In

addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or

decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

APPENDIX B

Fraud and Corruption

1. Purpose

1.1 The Government's Anti-Corruption Law and this annex apply with respect to all public procurements.

2. Requirements

2.1 The Government requires that purchasers; tenderers, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Government contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Government:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if it determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Laws, may take other appropriate actions, if it determines at any time that representatives of the Purchaser engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to the Government to address such practices when they occur, including by failing to inform the Government in a timely manner at the time they knew of the practices;
- d. May sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Government-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.
- e. Requires that (i) tenderers, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Government to inspect³ 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 Government.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular tendering document) is one which has been: (i) included by the tenderer in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the tenderer to meet the qualification requirements for the particular bid; or (ii) appointed by the Government.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Government or persons appointed by the Government to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX -

Conditions of Particular Application

Conditions of Particular Application

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Ministry of Health, P O Box 30016-00100, NAIROBI.
Engineer's name and address	1.1.2.4 & 1.3	Schon & Associates Company Limited, P O Box 38601-00100 NAIROBI.
Government's name	1.1.2.11	Republic of Kenya
Time for Completion	1.1.3.3	78 Calendar Weeks.
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	N/A
Electronic transmission systems	1.3	N/A
Governing Law	1.4	Laws of Kenya
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.6	Within 28 days after the Contractor receives the Letter of Acceptance.
Time for access to the Site	2.1	28 days after the issue of Letter of Acceptance
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 10% shall require approval of the Employer.
Sustainable procurement	4.1	N/A
Performance Security	4.2	The performance security will be in the form of a " demand guarantee " in the amount(s) of [Ten] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	07:30 to 17:00 Hours GMT
Delay damages for the Works	8.7 & 14.15(b)	0.05 % of the Contract Price per day.
Maximum amount of delay damages	8.7	10% of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	10%

Conditions	Sub-Clause	Data
Adjustments for Changes in Cost	13.8	Period “n” applicable to the adjustment multiplier “Pn”: ___N/A___
Total advance payment	14.2	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment amortization rate of advance payment	14.2(b)	25%
Percentage of Retention	14.3	10%
Limit of Retention Money	14.3	10% of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board: Bitumen Reinforcing Steel Cement Paints Roofing Sheets Electrical Equipment and Fittings Mechanical Equipment and Fittings Ceiling Finishes Joint Materials W-Section Crash Barrier Road Marking Thermoplastic Paint Road Marking Glass Beads
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site: Bitumen Cement Reinforcing Steel Hydrated Lime PVC Pipes and Fittings Road sign Materials
Minimum Amount of Interim Payment Certificates	14.6	2% of the Accepted Contract Amount.

Conditions	Sub-Clause	Data
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	The interest rate is: Foreign Currency: LIBOR + 1% (3months maturity period) Local Currency: The prevailing mean interest rate based on 90days Treasury Bills as given by the Central Bank of Kenya (3months maturity period)
Maximum total liability of the Contractor to the Employer	17.6	1.10 times the Accepted Contract Amount.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	28 days 90 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	The equivalent of US\$.4,312.56
Minimum amount of third-party insurance	18.3	US\$ 86,251.51 per occurrence with thenumber of occurrences unlimited.
Date by which the DB shall be appointed	20.2	28 days after the Commencement date
The DB shall be comprised of	20.2	Three Members
List of potential DB sole members	20.2	None
Appointment (if not agreed) to be made by	20.3	Institute of Arbitrators of Kenya
Rules of arbitration	20.6(a)	International Chamber of Commerce /UNCITRAL

Table: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)

Part B - Specific Provisions

Sub-Clause 14.1 The Contract Price

(Alternative paragraph)

- (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

Section X - Contract Forms

Table of Forms

Notification of Award	222
FORM OF AGREEMENT.....	223
Performance Security	225
Advance Payment Security	227
Demand Guarantee.....	227
Retention Money Security.....	229

Notification of Award

LETTER OF ACCEPTANCE

[letterhead 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 Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the Tender document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

Whereas the Employer has accepted a tender by the Contractor of the execution, and completion of the Works and the remedying of any defects therein. said tender being in the sum of:

<i>[Insert amount in [figures]]</i>
<i>[Insert amount in words]</i>

NOW, THEREFORE, the parties hereto have agreed as follows:

The Employer and the Contractor agree as follows:

1. In this agreement, and unless otherwise required by the context, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.
2. The following documents (hereinafter referred to, together with this Agreement, as the "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (i) the Letter of Acceptance
- (ii) Minutes of Meeting(s), if any, and correspondence, if any, during pre - contract negotiations as listed below: [state minutes of meeting(s) and correspondence, as necessary, with relevant dates];
- (iii) Form of Tender and the Appendix to the Tender submitted by the Contractor;
- (iv) the Particular Conditions

- (v) the General Conditions;
- (vi) the Technical Specifications;
- (vii) the Drawings; and
- (viii) the completed Bill of Quantities
- (ix) Other documents forming part of the contract *[state such document(s)]*.

3. In case of conflict between any provision of this Agreement and a provision in any other document forming part of the Contractor Documents, the provisions of this Agreement shall prevail. Subject to the foregoing, the Contract Documents shall take precedence in the order in which they appear in the preceding Clause 2 of this Agreement.

4. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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 hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in *[place of signature]* in originals, all to the same and one effect, on the day and year first above written.

[Name of the Employer]

[Name of the Contractor]

By: *[Signature of authorized
authorized representative of the Employer]
the Contractor]*

By: *[Signature of
representative of*

[Name and designation of

[Name and designation of

*representative of the Employer]
Contractor]*

representative of the

In the presence of:

[Name of witness] [Name of witness]

*[Signature of witness] [Signature of
witness].....*

Performance Security

Bank Guarantee

Date:

To:[*name and address of Employer*]

Whereas, with a view to signature of a formal contract with

...
[*name of Contractor*] , whose principal place of business is at

.....[*address of Contractor*] , (hereinafter called the Contractor), you have accepted a tender by the Contractor for the construction and completion of

.....[*state designation or short description of Works*]
(hereinafter called the Works) and the remedying of any defects therein;

Whereas, by virtue of the acceptance of his tender, the Contractor is obligated to provide a guarantee by a bank acceptable to you of the good performance of his obligations under the contract made or to be made hereafter for the execution of the Works, (said contract hereinafter referred to as the Contract); and

Whereas, we have agreed to furnish such bank guarantee.

NOW, THEREFORE, in consideration of your acceptance of this bank guarantee in fulfilment of the Contractor's obligation to provide such guarantee, we,

..... [*bank*], waiving all objections and defences on the basis of the Contract, hereby irrevocably and unconditionally undertake to pay to you up to the maximum amount of [amount of

Guarantee in figures and words], without any demur to such payment, argument or delay, upon your first written demand stating that the Contractor failed to perform any of his obligations under the Contract, such statement by you being deemed as conclusive for the purpose of this bank guarantee. In case of any claim by you under this bank guarantee, payment shall be made by us in the types and proportions of the currencies in which, as stated by you in your demand, the Contract Price is payable.

We hereby specifically waive any right we may have to require that you demand payment by the Contractor before demanding payment under this bank guarantee.

We further agree that any forbearance or extension of time granted by you to the Contractor or any change, addition to or modification of the Contract or of the Works to be executed thereunder shall not in any way release us from our liability

under this bank guarantee, and we hereby waive any right to consent to or receive notice of such forbearance, extension of time, change, addition or modification.

This guarantee shall be governed by the laws of
[*state country of the Employer*] and the courts of that country shall have exclusive jurisdiction to

adjudicate on any dispute relating to the interpretation or application of this guarantee.

This guarantee shall be valid from the date hereof until 28 days after the issue of the Defect Liability Certificate provided for in the Contract.

Signed

[Signature(s), as appropriate, on behalf of the
Guaranteeing Bank] [Seal of the Bank]

Advance Payment Security

Demand Guarantee

FORM OF BANK GUARANTEE FOR THE ADVANCE PAYMENT

Date:

To:[*name and address of Employer*]

Whereas, a contract dated.....(hereinafter referred to as the Contract) was entered into by you with
[*insert name of the Contractor*] (hereinafter called the Contractor), whereby the Contractor undertook to execute and complete

...
[*state designation or short description of Works*];

Whereas, the Contract provides for an advance payment to be made by you to the Contractor in the amount(s) of [*state currency / currencies and amount / amounts*] (hereinafter referred to as the Advance Payment) for the purpose of mobilization, provided the repayment of such advance is guaranteed by a bank acceptable to you;

Whereas, we are willing to provide the required guarantee in accordance with the request of the Contractor.

NOW, THEREFORE, in consideration of your making the Advance Payment to the Contractor against the security of this guarantee, we

.....
[*bank*], hereby unconditionally and irrevocably guarantee, as primary obligor and not merely as surety, the payment to you, upon your first written demand, of an amount not exceeding [*state currency / currencies and amount / amounts in figures and words*], without any objection on our part, on whatever grounds, and without requiring that you demand payment by, or proceed against the Contractor before demanding payment by us.

The amount of this guarantee shall be reduced by the amounts, if any, recovered by you by deductions from payments due to the Contractor under the Contract, and your statement of the total of such amounts, if any, shall be deemed as conclusive for the purpose of this guarantee.

We agree that any forbearance granted by you to the Contractor or any change, addition to or modification of the Contract or of the Works to be executed thereunder shall not in any way release us from our liability under this guarantee, and we hereby waive any right to consent to or receive notice of such forbearance, change, addition or modification.

No drawing may be made by you against this guarantee until we have received notice from you that the Advance Payment has been made to the Contractor. Such notice shall be deemed as conclusive for the purpose of this guarantee.

This guarantee shall be governed by the laws of[*state country of the Employer*] and the courts of that country shall have exclusive jurisdiction to adjudicate on any dispute relating to the interpretation or application of this guarantee.

This guarantee shall remain valid and in full force and effect from the date of making the Advance Payment to the Contractor by you, as such date is notified by you, until the Advance Payment is repaid in full to you by the Contractor.

Signed
[*Signature(s) , as appropriate, on behalf of the Guaranteeing Bank*]
[*Seal of the Bank*]

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, 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, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

BILLS OF QUANTITIES

Preamble to Bills of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. The rates and prices in the priced Bill of Quantities shall, be exempt of applicable local duties and taxes as the project is tax exempt.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with the General Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with ***the Standard Specifications and Special Specifications***.
10. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
11. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake up with a single, rear-mounted, heavy-duty ripper.
12. Bidders shall price the Bills of Quantities in United States Dollars only.

SECTION V:

**PART I: PARTICULAR
PRELIMINARIES**

ITEM	DESCRIPTION								
A	PRICING ITEMS FOR PRELIMINARIES Prices shall be inserted against items of ‘preliminaries’ in the tenderer’s priced Bill of Quantities. The Contractor is advised to read and understand all preliminaries. Preliminary items not priced shall be deemed to have been included in the rates of items in the Bill of Quantities.								
B	DESCRIPTION OF THE WORKS The works to be carried out under this contract comprise construction of a Cancer Centre which includes a 4 – Storey Main Block, Single storey Chemotherapy Block, Ancillary buildings with all associated specialized services installations and external works. The total approximate built-up area is as follows: - <table><tr><td>Main Block</td><td>11,860 S.M</td></tr><tr><td>Chemotherapy Block</td><td>806 S.M</td></tr><tr><td>Ancillary Buildings</td><td><u>662 S.M</u></td></tr><tr><td>TOTAL</td><td>13,328 S.M</td></tr></table> The building structure is in reinforced concrete foundation with a combination of R.C flat roof and Pitched roof for the facilities. Windows are generally aluminium framed infilled with clear and/or obscure glass. Doors are Aluminium glass doors & hardwood panel doors externally, semi-solid and solid core flush doors internally. Wall finishes are generally plastered and painted in common areas ceramic wall tiles to internal wet areas. Ceiling finishes are Gypsum Ceilings, Acoustic Ceilings, plastered and painted soffits of slabs. The external works include paving to parking, Storm water drainage, Foul water drainage, Boundary walls, Power reticulation, planting, grassing and other landscaping works. The Services Installations include General Electrical Works, Generator Works, Structured Cabling, Plumbing, Fire Fighting Installations, Air Conditioning & Mechanical Ventilation Systems and Lift Installation Works .	Main Block	11,860 S.M	Chemotherapy Block	806 S.M	Ancillary Buildings	<u>662 S.M</u>	TOTAL	13,328 S.M
Main Block	11,860 S.M								
Chemotherapy Block	806 S.M								
Ancillary Buildings	<u>662 S.M</u>								
TOTAL	13,328 S.M								
	Carried to Collection US\$								

ITEM	DESCRIPTION	
A B C D E F	MEASUREMENTS In the event of discrepancy between the Bill of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any Contract documents shall immediately be reported to the Project Manager in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions. LOCATION OF THE SITE The site is located within Kisii County, along Kisii town-Keroka Road. CLEARING AWAY The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate, upon completion of the works, remove, clear away all plants, equipment, rubbish, unused materials, stains and leave in a clean tidy state to the satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete, and perfect condition in every respect to the satisfaction of the Project Manager. CLAIMS It shall be a condition of this Contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the Contract Conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the Project Manager within the Contract period. No claim shall be entertained upon the expiry of the said Contract period. PAYMENTS Payment will be done on monthly basis by the Project Manager on application by the Contactor. All payments shall be made by Client Department upon certification by the Project Manager. Subcontractors shall be paid through the Main Contractor. The Main Contractor must confirm that they have paid sub-contractors to be eligible for subsequent certificates. PREVENTION OF ACCIDENTS, DAMAGE OR LOSS The Contractor is notified that the works are to be carried out on a fairly busy, high security conscious site where the Client is going on with other normal activities. He/she is therefore instructed to take reasonable care in the execution of the works so as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expenses he deems necessary by taking such care within the site.	
	Carried to Collection US\$.	

ITEM	DESCRIPTION	
A B C D E	WORKING CONDITIONS The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works. SIGN BOARD. Allow for providing, erecting, maintaining throughout the Contract period and clearing afterwards a sign board as designed and approved by the Project Manager. LABOUR CAMPS The Contractor shall NOT be allowed to house his labourers on site. Allow also for transporting workers to and from site during the Contract Period as may be necessary. PROJECT MANAGER'S SITE OFFICE Allow for maintaining throughout the project period temporary site office size 8x10m long comprising 50x100mm cypress timber structure, flat roof covered with 30gauge corrugated iron sheets, 32gauge corrugated iron sheet clad walls, 100mm thick set floor well compacted and finished smooth with cement and sand (1:3) screed, timber doors, windows and all necessary office furniture (15no. arm chairs, table, calendar, visitors and site instruction books). The Contractor shall also allow for the Project Manager use desktop computer complete with email connecting devices as well as provision for scratch cards and payment for email or internet connectivity expenses, stationery for the duration of the contract. PRICING NOTES The tenderer shall include for all cost in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
	Carried to Collection	US\$

ITEM	DESCRIPTION	
A B C D E	SECURITY OF THE WORKS The Contractor shall allow for providing adequate security for the works and workers during the Contract. No claim will be entertained for lack of enough security in this respect. URGENCY OF THE WORKS The Contractor should note that these works are very urgent and must be completed within the agreed contract period. PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be in the site stores before they are considered for payment, unless specifically exempted by the Project Manager. This is to include materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers. EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the and he/she shall make whatever provisions that may be required by the authority for support, maintenance and protection of such services. PHASED IMPLEMENTATION AND SECTIONAL COMPLETION The Client based on various factors may consider sectional completion or phased implementation of the works. The Contractor will be instructed by the Project Manager to abide by such directions to suit the requirements of the Employer. Tenderers are also notified that no contractual claims or increase in prices will be allowed due to any Phased implementation of the works The last of the contract works are however to be completed within the overall Contract Completion Period.	
	Carried to Collection	US\$

ITEM	DESCRIPTION	
A B C D	PERFORMANCE BOND A performance bond in the form of unconditional bank guarantee required is 10% of the bid price. On award of contract, no payment on account for the works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved bank. TENDER DOCUMENT Tender documents are listed in the Instruction to Tenderers and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents. Tenders will be opened at the time specified in the letter accompanying these documents. Tenders delivered or received later than the above time will not be opened. VALUE ADDED TAX The Contractor's attention is drawn to the attention that This project is V.A.T Exempted and thus contractors must not include V.A.T in their rates but Must add it only as a separate Item as provided in the Summary Page. FORM OF CONTRACT The form of Contract shall be as stipulated in the Standard Procurement Document for works (July, 2019) included under this Proposal. The Conditions of Contract are also included herein (Part 2: Conditions of Contract) Particulars of insertion to be made in the Appendix to the Contract Agreement will be found in Section IV Part II.	
	Carried to Collection US\$	

SECTION V
PART II: GENERAL
PRELIMINARIES

ITEM	DESCRIPTION	US\$	CTS
	GENERAL PRELIMINARIES		
A	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES Prices shall be inserted against items of preliminaries in the Contractor's priced Bills of Quantities and Specifications. The Contractor shall be deemed to have included in his prices or rates for various items in the Bills of Quantities of Specifications for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.		
B	Throughout these bills, units of measurement and terms are abbreviated and shall be interpreted as follows CM Shall mean cubic metre SM Shall mean square metre LM Shall mean linear metre MM Shall mean millimeter KG Shall mean kilogram NO Shall mean numbers PRS Shall mean pairs BS Shall mean the British Specification published by the British Standard Institution , 2 Park Street, London W.I England DITTO Shall mean the whole of the preceding description except as qualified in the description in which it occurs. M.S Shall mean measured separately a.b.d Shall mean as above described.		
	Carried to Collection US\$		

ITEM	DESCRIPTION	US\$	CTS
A	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT Attendance; Clause B19(a) of the Standard Method of Measurement is deleted and the following Clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case and shall be deemed to include: allowing use of standing scaffolding, mesh rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary, providing space for office accommodation, and for storage of plant and materials; providing light and water for the works; clearing away rubbish; unloading checking providing electric power and removing and replacing duct covers, pipe chasings and the like necessary for the execution and testing of Sub-Contractor's work and being responsible for the accuracy of the same. Fix Only; "Fix Only" Shall mean take delivery on site where necessary, distribute to position, hoist and fix only.		
B	THE EMPLOYER The term "Employer" and "Client" wherever used in the Contract Document shall be synonymous.		
C	PROJECT MANAGER The term "PM" wherever used in this Bills of Quantities shall be deemed to imply the Project Manager as defined in Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Employer. The Project Manager shall be deemed to mean Messrs Schon and Associates P.O. Box 38601-00100, Nairobi Tel: +254 (0) 726842259/ +254 (0) 722874576 Email: schonassociates2019@gmail.com		
D	ARCHITECT The term Architect shall be deemed to mean Messrs Pacer Architects P.O. Box 7501-01000 Thika Tel: +254 (0) 723951942 Email: info@pacerarchitects.com		
E	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean the firm of Messrs Integra Consulting Limited of address P.O. Box 27974-00100 Nairobi. Tel: 020-2713061. Email: info@integraconsulting.co.ke		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	SERVICES ENGINEER The term "Electrical Engineer" shall be deemed to mean Messrs. Greentec Engineering Consultants Ltd P.O. Box 12735-00100, Nairobi Tel: +254 (0) 702639536 Email:		
B	STRUCTURAL & CIVIL ENGINEER The term "Structural & Civil Engineer" shall be deemed to mean the Firm of Messrs TMP Consulting Engineers P.O. Box 75819-00200, Nairobi. Tel: +254 20 2081969 Email: info@tmp-consult.com		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	PLANT, TOOLS AND VEHICLES Allow for providing all scaffolding, plants, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork, or temporary works of any kind should be afterwards in the permanent works.		
B	TRANSPORT Allow for transport of workmen, materials, etc. to and from the site at such hours and by such routes as may be permitted by competent Authorities in liaison with the PROJECT MANAGER.		
C	MATERIALS AND WORKMANSHIP All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the contract is signed and shall also order for materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purposes of ordering materials.		
D	SIGN FOR MATERIALS SUPPLIED The Contractor shall be required to sign receipts for all articles and materials supplied by the Project Manager at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any such loss or damage and for replacement of such any loss with articles and/or materials which shall be supplied by the Project Manager at the current market prices including Customs Duty and VAT, all at the Contractors own cost and expenses, to the satisfaction of the PROJECT MANAGER.		
E	STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. NOMINATED SUB-CONTRACTORS are to be made liable for the cost of any storage accommodation provided specifically for their use.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	SAMPLES The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval. The PROJECT MANAGER may reject any materials or workmanship in his opinion not to the approved sample. The PROJECT MANAGER shall arrange for testing of such materials as he/she may at his/her discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by Ministry of Public Works The procedure for submitting samples of materials for testing and the method of marking for identification shall be laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except for those in connection with nominated subcontractor's work.		
B	GOVERNMENT ACT REGARDING WORK PEOPLE ETC. Allow for complying with Government Acts, order and Regulations in connection with the employment of Labor and other matters related to the execution of the works. In particular, the Contractor's attention is drawn to the provisions of the Factory Act of 1950 and the tenderer must include for all costs arising or resulting from compliance with any Act Order or Regulation relating to insurance, pensions, and holidays for work people or so the safety and welfare of the work people. The Contractor must make himself fully acquainted with current Acts and Regulations including police regulations regarding movements, housing, security and control of labor, labor camps, passes for transport etc. It is important that the Contractor before tendering obtain information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor etc: and allow accordingly in his tender. No claim shall be entertained for lack of knowledge in this respect.		
C	SECURITY OF WORKS, ETC. The Contractor shall be entirely responsible for the security of the works, materials, plant, personnel etc, both his own and subcontractor's and must provide all necessary watching, lighting and precautions necessary to ensure security against theft, loss or damage and the protection of the public.		
	Carried to Collection US\$		

ITEM	DESCRIPTION	US\$	CTS
A	PUBLIC AND PRIVATE ROADS Maintain as required throughout the execution of the works and make good any damage to Public or Private roads arising from or subsequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.		
B	EXISTING PROPERTY The Contractor shall take every precaution to avoid damage to existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damages arising from the execution of this Contract at his own expense at his own cost to the satisfaction of the Project Manager.		
C	VISIT THE SITE AND EXAMINE DRAWINGS The Contractor is advised to examine the drawings and visit the site location of which is described in the Particular Preliminaries hereof in liaison with PROJECT MANAGER. He shall be deemed to have acquainted him/ herself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this advice shall be entertained.		
D	ACCESS TO SITE AND TEMPORARY ROADS Means of accessing the site shall be agreed with the PROJECT MANAGER prior to commencement of the works and the Contractor must allow for building any necessary temporary access road for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings or any other means of accessing the site. Upon completing the works, the Contractor shall remove temporary access roads, temporary culverts etc; and make good, reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.		
E	AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for site office, storage and for the purpose of erecting workshops etc; shall be defined on site by the PROJECT MANAGER.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	OFFICE FOR THE PROJECT MANAGER The Contractor shall erect and maintain where directed on site and afterwards dismantle the site office of the type noted in Particular Preliminaries, complete with furniture. He shall also provide strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including connections to the drain where applicable in conformity with Public Health Authorities and shall provide services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to completion of the works and thereafter dismantle and make good disturbed surfaces. The office and the closet shall be erected before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the PROJECT MANAGER a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape measure.		
B	WATER AND ELECTRICITY SUPPLY The Contractor shall provide at his own risk all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangement for connection to the nearest suitable water mains available and for metering the water used. He must also provide temporary water tank and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangement for augmenting this supply at his own cost.		
C	SANITATION The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the PROJECT MANAGER.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	PRIME COST OR PC SUMS The term "Prime Cost or PC Sum" whenever used in these Bills of Quantities shall be expended upon the authority of the Project Manager.		
B	PROGRESS CHART The Contractor shall provide within two weeks of Possession of Site and in Agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Subcontractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on site. Progress to be recorded and chart to be amended as necessary as the work proceeds.		
C	ADJUSTMENT OF PC SUMS In the final account, all P.C Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract Sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C Sums shall be adjusted in the final account pro-rata to the amount paid. Items of attendance (as previously described) following P.C Sums shall be adjusted to the physical extent of the work executed (not pro-rata to the amount paid) and shall apply even though the Contractors Priced Bills shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C Sum is included in the Bills of Quantities, profit and attendance will be allowed as it would be if the work were executed by a Nominated Sub-contractor.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	ADJUSTMENT OF PROVISIONAL SUMS In the final account all Provisional Sums shall be deducted and the amount properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such works shall be valued as described for Variations in Condition No.22 of the Conditions of Contract, but the value of such work or articles for the work to be supplied by a Nominated Subcontractor, the value of such work or article to be supplied by a Nominated Supplier, the value of such work or article shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.		
B	NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated Sub- contractors, the Main Contractor shall enter into a Sub-contract as described in Condition No.7 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described, the Contractor is to provide for such Sub- contractors any or all the facilities in these Preliminaries. They should price for these with the nominated Subcontract Contractor's work concerned in the P.C Sums under the description "Add for Attendance".		
C	DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Employer reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced Bills of Quantities will be adjusted as described for P.C Sums and allowed.		
D	ATTENDANCE UPON OTHER TRADESMEN ETC. The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or any other persons employed for the execution of any work not included in this Contract every facility for carrying out the work and for use in his ordinary scaffolding. The Contractor, however, shall perform such carting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these bills.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	US\$	CTS
A	INSURANCE The Contractor shall insure as required and as outlined in the Appendix to the Conditions of Contract. No payment on account in respect of the works shall be made to the Contractor unless he/she has satisfied the PROJECT MANAGER either by production of an Insurance Policy certificate that the foregoing Insurance Clauses have been complied within all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce receipted premium renewals for the PROJECT MANAGER's inspection.		
B	PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract be left uncovered for a reasonable period of time to enable all measurements needed to be taken by the PROJECT MANAGER. Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he/she shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken afterwards reinstate at his own expense.		
C	ALTERATION TO BILLS, PRICING ETC. Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and in any case be ignored. The Contractor shall be deemed to have made allowance in his/her prices generally to cover any items against which no price has been inserted in the Priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the prices of each item before they will be accepted.		
D	BLASTING OPERATIONS Blasting shall only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.		
	Carried to Collection US\$		

ITEM	DESCRIPTION	US\$	CTS
A	MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from excavations shall be the property of the Client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution for materials which the Contractor will otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for materials so used at a price to be agreed.		
B	PROTECTION OF THE WORKS Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which nevertheless have been done at completion free of cost to the to Government.		
C	REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.		
D	WORKS TO BE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings water tight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.		
	Carried to Collection US\$		

ITEM	DESCRIPTION	US\$	CTS
A	GENERAL SPECIFICATION. For the full description of materials and workmanship, method of execution of the works and notes for pricing, the Contractor is referred to Ministry of Public Works and Housing General Specification dated 1976 or any subsequent revision thereof, and which shall be allowed for in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.		
B	TRAINING LEVY The Contractor's attention is drawn to legal notice No. 237 of October, 1971 which requires payment by Contractor of a Training levy at the rate of 1/4% of the Contract Sum on all Contracts of more than Kshs. 500,000.00 in value.		
C	MATERIALS ON SITE All materials for incorporation into the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Subcontractors and Nominated Suppliers.		
D	HOARDING The Contractor shall enclose the site of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centres with two 75x50mm timber rails. The Contractor is in addition required to take precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.		
E	CONTRACTOR'S SUPERINTENDENCE/ SITE AGENT The Contractor shall constantly keep on the works a literate English and Kiswahili speaking Agent Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the PROJECT MANAGER and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.		
	Carried to Collection	US\$	

ITEM	DESCRIPTION	
	COLLECTION Brought Forward from Page 2/1 Brought Forward from Page 2/2 Brought Forward from Page 2/3 Brought Forward from Page 2/4 Brought Forward from Page 2/5 Brought Forward from Page 2/6 Brought Forward from Page 2/7 Brought Forward from Page 2/8 Brought Forward from Page 2/9 Brought Forward from Page 2/10 Brought Forward from Page 2/11 Brought Forward from Page 2/12	
	TOTAL FOR PART NO. 2 CARRIED TO MAIN SUMMARY US\$	

SECTION V

PART NO. 3

MAIN BLOCK

PROPOSED KISII CANCER CENTER				SUBSTRUCTURE (ALL PROVISIONAL)		
		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	2,759	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	2,759	m2			
	Bulk Excavations;					
c	Not exceeding 1.5 m deep starting from stripped level;	10,760	m3			
d	Over 1.5 m deep but not exceeding 3.0m deep;	10,760	m3			
e	Over 3.0 m but not exceeding 4.5 m deep;	10,760	m3			
	Excavations for Column bases;					
f	Not exceeding 1.5 m deep starting from reduced level;	2,376	m3			
	Excavations for Retaining Wall bases;					
g	Not exceeding 1.5 m deep starting from reduced level;	980	m3			
	Excavations for Strip footing Foundation;					
h	Not exceeding 1.5 m deep starting from reduced level;	717	m3			
	Excavations for Lift bases;					
i	Not exceeding 1.5 m deep starting from reduced level;	47	m3			
	Extra over excavation irrespective of depth for breaking out;					
j	Soft rock;	2,532	m3			
k	Hard rock;	3,798	m3			
				To Collection US\$		

PROPOSED KISIICANCER CENTER				SUBSTRUCTURE (ALL PROVISIONAL)		
		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; continued ...					
	DISPOSAL					
a	Excavated material; Off site to contractor's tip;	61,846	m3			
	FILLING TO EXCAVATIONS					
b	Return fill and Ram	1,455	m3			
	HARDCORE					
	Filling in and Making up levels well rolled and compacted to 100% maximum dry density					
c	Over 300mm thick; depositing to approval	1,255	m3			
	QUARY DUST					
d	Blinding on surfaces of Hardcore fill; 50mm thick;	2,590	m2			
	HERBICIDES / INSECTICIDES					
	Applying to surfaces					
e	Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	2,759	m2			
	SURFACE TREATMENTS					
	Planking and Strutting					
f	Labour and materials; to uphold the sides of excavations; generally		item			
	Disposal of Water					
g	Labour and materials; Keeping excavations free from general water		item			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To strip footing Foundation;					
a	Generally;	478	m2			
	To Column bases;					
b	Generally;	1,584	m2			
	To Retaining Wall bases;					
c	Generally;	653	m2			
	To Lift bases;					
d	Generally;	31	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Strip Footing Foundation;					
e	Generally;	96	m3			
	Column Bases;					
f	Generally;	1,519	m3			
	Retaining wall Bases;					
g	Generally;	238	m3			
	Columns ;					
h	Generally;	59	m3			
	Retaining walls;					
i	Generally;	597	m3			
	Lift Shaft Base;					
j	Generally;	16	m3			
	Lift walls;					
k	200 mm thick;	128	m2			
	Shear walls;					
l	250 mm thick;	50	m2			
	Floor bed;					
m	150 mm thick;	2,590	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Strip Footing Foundation;					
a	Over 300 mm wide;	319	m2			
	Sides of Column bases;					
b	Over 300 mm wide;	1,250	m2			
	Sides of columns;					
c	Over 300 mm wide;	538	m2			
	Sides Retaining wall Bases;					
d	Over 300 mm wide;	98	m2			
	Retaining walls;					
e	Over 300 mm wide;	1,070	m2			
	Sides of lift shaft base					
f	Over 300 mm wide;	32	m2			
	Sides of Lift shaft wall					
g	Over 300 mm wide; both sides measured	255	m2			
	Edges of Floor Bed;					
h	Over 75 mm but not exceeding 150 mm wide;	282	m			
	Extra Over;					
i	Boxing for formwork; 3300 x 3300mm lift shaft;	3	No.			
To Collection US\$						

PROPOSED KISII CANCER CENTER					SUBSTRUCTURE (ALL PROVISIONAL)	
		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE REINFORCEMENT Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers;					
a	Over 300 mm wide;	2590	m2			
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005, including bends, hooks tying wire, distance blocks and spacers all in position as necessary; Deformed Bars					
b	8 mm Diameter;	3,017	Kg			
c	10 mm Diameter;	2,793	Kg			
d	12 mm Diameter;	3,086	Kg			
e	16 mm Diameter;	116,339	Kg			
f	20 mm Diameter;	142,192	Kg			
g	25 mm Diameter;	69,888	Kg			
h	32 mm Diameter;	58,141	Kg			
	F21 NATURAL STONE / MASONRY WALLING Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4); Walls					
i	200 mm thick	1,075	m2			
					To Collection US\$	

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR STONE WALLING					
	DAMP PROOF COURSES					
	B.S. 743; type A; bitumen hessian base; 150mm laps;					
	Horizontal; 1 No of layer(s)					
a	200 mm wide; bedded in cement mortar (1:3)	1075	m			
	DAMP PROOF MEMBRANES					
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;					
	Horizontal; 1 No of layer(s)					
b	Over 300 mm wide; bedded in cement mortar (1:3)	2590	m2			
	M10 SAND CEMENT /RENDERING					
	20 mm thick Cement and sand (1:3) rendering; finishing trowelled smooth					
	Walls					
c	Over 300 wide	282	m2			
	M12 TROWELLED BITUMEN					
	Lightweight bituminous insulating paint;					
	Walls					
d	Over 300 wide; external	282	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
To Summary US\$						

PROPOSED KISII CANCER CENTER						FRAME
		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	HOLLOW BLOCK SUSPENDED CONSTRUCTION					
	Hollow Pot Slabs					
a	Ribs and Topping concrete class 25/20 mm; hollow concrete blocks size 380 x 300 x 450mm deep precast concrete slab comprising Vibrated Reinforced Concrete class 25/20 mm with and including 75mm thick vibrated concrete topping reinforced with BRC fabric Mesh Ref. A142(m.s);	6,458	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Columns;					
b	Generally;	378	m3			
	Beams					
c	Generally;	1,002	m3			
	Retaining Walls					
d	Generally;	746	m3			
	Gutters					
e	Generally;	182	m3			
	Suspended slabs;					
f	Over 300mm thick;	1,085	m3			
g	250 mm thick;	179	m2			
h	175 mm thick;	4,175	m2			
	Lift Shaft Top slab;					
i	200 mm thick;	32	m2			
	Lift Shaft Walls;					
j	200 mm thick;	741	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of columns;					
a	Over 300 mm wide;	3,499	m2			
	Sides of Curved columns;					
b	Over 300 mm wide; Curved on plan to various radii;	46	m2			
	Sides and soffits of beams;					
c	Over 300 mm wide;	4,641	m2			
	Soffits of suspended slabs;					
d	Over 300 mm wide;	11,246	m2			
	Sides and soffits of gutters;					
e	Over 300 mm wide;	1,560	m2			
	Edges of suspended slabs;					
f	Over 150mm but not exceeding 225 mm wide;	680	m			
g	Over 225 mm but not exceeding 300 mm wide;	63	m			
h	Over 300 mm wide;	2,624	m2			
	Sides of Lift Shaft Walls					
i	Over 300 mm wide;	1,482	m2			
	Retaining walls;					
j	Over 300 mm wide;	1,605	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers;					
a	Over 300 mm wide;	6458	m2			
	Bars; Round; Ribbed; cold worked; B.S. 4449 - 2005, including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
b	8 mm Diameter;	54,297	Kg			
c	10 mm Diameter;	124,161	Kg			
d	12 mm Diameter;	232,078	Kg			
e	16 mm Diameter;	83,650	Kg			
f	20 mm Diameter;	110,521	Kg			
g	25 mm Diameter;	328,521	Kg			
h	32 mm Diameter;	168,868	Kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 8					
	Total from Page 9					
	Total from Page 10					
To Summary US\$						

PROPOSED KISII CANCER CENTER				ROOF	
		Qty	Unit	Rate	US\$ CTS
a	F21 NATURAL STONE MASONRY WALLING/DRESSINGS Approved local stone; machine cut or fine chisel dressed; bedded and jointed in cement sand mortar (1:4); Parapet Walls 200 mm thick walls;	421	m2		
	F31 PRECAST CONCRETE SILLS/LINTELS/COPINGS/FEATURES PRECAST CONCRETE Copings 275 x 75 mm thick precast concrete class 20/20 coping, splayed top; weathered and twice throated; finished fair on exposed surfaces bedded straight on masonry parapet walls;	421	m		
c	G10 STRUCTURAL STEEL FRAMING (PROVISIONAL) FRAMING FABRICATION Truss Frame Fabrication (Hoisted and Fixed to height not exceeding 13,000mm above ground floor level) The following in roofs;				
	356 x 171 mm x 67.1 kg/M UB	35703	kg		
	ZS10 Purlins 50.8 x177.8 x 22.2 mm at 1200mm c/c ; Members (5.9kg/Lm)	7820	kg		
	Plates, Cleats, Bolts and the like;				
	Allow for plates, cleats, bolts, angle lines and bracings.	4352	kg		
f	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING Gutters and linings 150 mm diameter galvanized mild steel fulbora rainwater outlet at 5000 mm centres complete with dome type grating, flange, raising ring, pvc adapter, mesh trap and other accessories including connecting to down pipe;	125	No		
	To Collection US\$				

PROPOSED KISII CANCER CENTER					ROOF	
		Qty	Unit	Rate	US\$	CTS
	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING...Continued FULBORA OUTLETS Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;					
a	Heavy gauge; 150mm diameter grey down pipe;	3,025	m			
	J21 MASTIC ASPHALT ROOFING/INSULATION/FINISHES APP waterproofing or equal and approved water proofing agent laid in accordance with the manufacturers printed specifications; with and including a ten years guarantee Roofing to falls and cross falls not exceeding 15 degrees from horizontal;					
b	To flat roof; over 300 mm wide;	1,775	m2			
c	To gutter over 300 mm wide;	829	m2			
d	50 x 50 mm angle fillet dressing at joints;	421	m			
e	200 mm wide skirtings and dressings around fulbora pipe outlets;	125	m			
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS Supply and fix galvanised, gauge 26, IT5 pre-painted metal roofing sheet covering; with heavy weight double sided 2 way reinforced fire redundant aluminium foil insulation from approved manufacturer (m.s) and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto steel structure with all necessary curvatures, hoisting, placing and connections;					
	Coverings; fixing every tile on every fourth course with bolt; to 75 mm laps;					
f	Sloping not exceeding 30 degrees from horizontal;	1,903	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M10 SAND CEMENT /CONCRETE SCREEDS /FLOORING CEMENT AND SAND 15 mm thick backing screed; wood floated to receive concrete tiles; (m/s) to concrete or blockwork base generally; a Over 300 mm wide;	1,775	m2			
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC Precast Concrete interlocking tiles; to regular pattern; bedding, jointing and pointing in cement sand mortar(1:4) 250 x 250 x 18mm thick; butt joints straight both ways; to cement and sand base (m/s); b Floors; to falls, crossfalls or sloping not exceeding 15 degrees from horizontal; external	1775	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 12					
	Total from Page 13					
	Total from Page 14					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	Vibrated Reinforced Concrete; Class 25 (20 mm agg) (1:1.5:3)					
	REINFORCED					
	Staircases;					
a	Generally	23	m3			
	Ramps;					
b	Generally	100	m3			
	Landings;					
c	150 mm thick landing;	123	m2			
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Soffits of landings;					
d	Over 300 mm wide;	123	m2			
	Slopping soffits of stairs;					
e	Over 300 mm wide;	816	m2			
	Slopping soffits of ramps;					
f	Over 300 mm wide;	628	m2			
To Collection US\$						

PROPOSED KISIICANCER CENTER					STAIRS	
		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU continued ...					
	SAWN FORMWORK continued ...					
	Edges of landing and slabs;					
a	Over 75 mm wide but not exceeding 150 mm high	97	m			
	Edges of risers;					
b	Over 75 mm wide but not exceeding 150 mm high	289	m			
	Open edge of strings;					
c	300 mm extreme width; including cutting to profile;	156	m			
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	Bars; Round; Ribbed; cold worked; B.S. 4461 including bends, hooks tying wire, distance blocks and spacers;					
	Deformed Bars					
d	8 mm Diameter;	1,584	Kg			
e	10 mm Diameter;	3,226	Kg			
f	12 mm Diameter;	26,760	Kg			
g	16 mm Diameter;	2,232	Kg			
h	20 mm Diameter;	4,891	Kg			
i	25 mm Diameter;	813	Kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	L30 STAIRS /RAMPS/WALKWAYS /BALUSTRADES					
	Stainless steel balustrading; comprising of 50 mm diameter x 3 mm thick stainless steel handrail welded onto 25mm diameter stainless steel solid rod welded onto 40 mm diameter x 3 mm thick hollow section baluster fixed onto steps at 1000 mm centres with stainless steel lugs and plate; 900 x 1000 mm high 12 mm thick laminated glass panels firmly secured to balusters; including 3 mm thick x 50 mm diameter bottom plate around baluster; all welded, grounded smooth; all to architect's satisfaction					
	Staircases, corridors, and voids;					
a	1000 mm high;	156	m			
b	50 mm diameter x 3 mm thick stainless steel handrail only: all welded: fixed smooth to masonry walls or concrete with lugs and steel plate; all to architect's satisfaction	156	m			
	M10 SAND CEMENT /CONCRETE SCREEDS /FLOORING					
	30 mm thick cement and sand (1:4) flooring; wood floated receive ceramic floor tiles (m.s)					
	Landings					
c	Over 300mm wide;	123	m2			
	Ramps					
d	Over 300mm wide;	628	m2			
	Treads					
e	250 mm wide	583	m			
	Risers					
f	150 mm high	583	m			
	Skirtings					
g	100 mm high	27	m			
h	300mm wide closed string	156	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M10 SAND CEMENT /CONCRETE SCREEDS/FLOORING M20 PLASTERED /RENDERED /ROUGHCAST COATINGS Plaster cement and sand 1:3; work to blockwork; 12 mm thick in two coats;					
a	Over 300 mm; soffits of landings;	123	m2			
b	Over 300 mm; Sloping soffits of staircase	816	m2			
c	Over 300 mm; Sloping soffits of ramps	628	m2			
d	300mm wide closed string	156	m			
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles; Approved Size Ceramic Tiles - P.C.Rate of US\$11.03 per square metre including fixing on cement sand screed backing (m.s);					
	Stair landings;					
e	Over 300 mm wide;	123	m2			
f	Ramps;	628	m2			
g	100 x 10 mm thick; skirtings;	27	m			
	Treads;					
h	250 x 10 mm thick;	583	m			
	Risers;					
i	150 x 10 mm thick;	583	m			
j	300 mm wide; extreme to open strings	156	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	General surfaces; primer, two undercoats and one coat of premium quality silk vinyl paint of approved quality;					
a	Over 300 girth; to smooth plastered surfaces; internally; soffits of landing	123	m2			
b	Over 300 mm wide; smooth plastered surfaces; soffits of staircase; sloping	816	m2			
c	Over 300 mm wide; smooth plastered surfaces; soffits of ramps; sloping	628	m2			
d	300 mm wide; smooth plastered surfaces; waist; sloping	156	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 16					
	Total from Page 17					
	Total from Page 18					
	Total from Page 19					
	Total from Page 20					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	External walling;					
a	200 mm thick;	4,959	m2			
	Internal walling;					
b	200 mm thick;	14,989	m2			
	PHARMA WALLS					
	Supply and fix 50mm thick 1200 x 300 mm wide suspended Pharma Walls honeycomb panels with and including fixing to white powder coated aluminium 'T-grid' framing support system complete with white perimeter and curved trim and wall angles as necessary;					
c	50 mm Thick;	174	m2			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 22					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F31 PRECAST CONCRETE CILLS Approved pre-cast concrete cill: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement; Cills; 265 x 50 mm thick cill; once weathered and throated;	422	m			
a						
	G20 CARPENTRY/TIMBER FRAMING WROT MAHOGANY: PRIME GRADE; 150 x 25 mm Window board; plugged;	422	m			
b						
c	50 x 25 mm bearers;	422	m			
d	25 mm quadrant beading;	422	m			
	WROUGHT IRON Curtain rods; Supply and fix 25mm diameter, 3mm thick hollow wrought iron curtain rod complete set including wrought iron rod mounting and support brackets fixed onto walls with metal lugs; decorative finials to specifications; painted to architect's approval					
e	Curtain rods;	422	m			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WINDOWS	
		Qty	Unit	Rate	US\$	CTS
	L10 WINDOWS					
	ALUMINIUM WINDOWS & CURTAIN WALL;					
	Supply and fix powder coated Aluminum Window; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery;					
	Complete with 4 mm thick One-way glass; fixing with aluminium screws; plugging or fixing to concrete, blockwork or stone work; sealing with mastic; oiling and adjusting on completion; all to referenced Architect's drawings;					
a	Window overall size 6,700 x 1,750 mm high; all to architects details;	2	No.			
b	Window overall size 6,600 x 1,750 mm high all to architects details;	2	No.			
c	Window overall size 5,600 x 1,750 mm high all to architects details;	12	No.			
d	Window overall size 5,450 x 1,750 mm high all to architects details;	1	No.			
e	Window overall size 5,000 x 1,750 mm high all to architects details;	5	No.			
f	Window overall size 4,800 x 1,750 mm high all to architects details;	1	No.			
g	Window overall size 4,750 x 1,750 mm high all to architects details;	1	No.			
h	Window overall size 4,700 x 1,750 mm high all to architects details;	1	No.			
i	Window overall size 4,500 x 1,750 mm high all to architects details;	2	No.			
h	Window overall size 4,200 x 1,750 mm high all to architects details;	1	No.			
j	Window overall size 3,900 x 1,750 mm high all to architects details;	1	No.			
k	Window overall size 3,870 x 1,750 mm high all to architects details;	1	No.			
l	Window overall size 3,600 x 1,750 mm high all to architects details;	2	No.			
m	Window overall size 3,200 x 1,750 mm high all to architects details;	1	No.			
n	Window overall size 3,000 x 1,750 mm high all to architects details;	6	No.			
o	Window overall size 2,400 x 1,750 mm high all to architects details;	6	No.			
o	Window overall size 2,250 x 1,750 mm high all to architects details;	1	No.			
p	Window overall size 2,000 x 1,750 mm high all to architects details;	8	No.			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WINDOWS	
		Qty	Unit	Rate	US\$	CTS
	L10 WINDOWS Continued ...					
a	Window overall size 1,750 x 1,750 mm high; all to architects details;	8	No.			
b	Window overall size 1,650 x 1,750 mm high all to architects details;	2	No.			
c	Window overall size 1,500 x 1,750 mm high all to architects details;	6	No.			
d	Window overall size 1,350 x 1,750 mm high all to architects details;	1	No.			
e	Window overall size 1,200 x 1,750 mm high all to architects details;	2	No.			
f	Window overall size 1,100 x 1,750 mm high all to architects details;	2	No.			
g	Window overall size 1,000 x 1,750 mm high all to architects details;	2	No.			
h	Window overall size 900 x 1,750 mm high all to architects details;	18	No.			
i	Window overall size 6,000 x 1,500 mm high all to architects details;	1	No.			
j	Window overall size 4,200 x 1,500 mm high all to architects details;	2	No.			
k	Window overall size 4,000 x 1,500 mm high all to architects details;	6	No.			
l	Window overall size 3,500 x 1,500 mm high all to architects details;	2	No.			
m	Window overall size 3,000 x 1,500 mm high all to architects details;	2	No.			
n	Window overall size 2,800 x 1,500 mm high all to architects details;	2	No.			
o	Window overall size 2,750 x 1,500 mm high all to architects details;	1	No.			
p	Window overall size 2,600 x 1,500 mm high all to architects details;	1	No.			
q	Window overall size 2,500 x 1,500 mm high all to architects details;	1	No.			
r	Window overall size 2,000 x 1,500 mm high all to architects details;	16	No.			
s	Window overall size 1,800 x 1,500 mm high all to architects details;	8	No.			
t	Window overall size 1,750 x 1,500 mm high all to architects details;	2	No.			
u	Window overall size 1,600 x 1,500 mm high all to architects details;	2	No.			
v	Window overall size 1,500 x 1,500 mm high all to architects details;	12	No.			
w	Window overall size 1,400 x 1,500 mm high all to architects details;	2	No.			
x	Window overall size 1,300 x 1,500 mm high all to architects details;	1	No.			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WINDOWS	
		Qty	Unit	Rate	US\$	CTS
	L10 WINDOWS Continued ...					
a	Window overall size 1,200 x 1,500 mm high; all to architects details;	5	No.			
b	Window overall size 1,000 x 1,500 mm high; all to architects details;	5	No.			
c	Window overall size 900 x 1,500 mm high; all to architects details;	2	No.			
	L10 SCREENS /FAÇADE/ SPIDER CURTAIN WALL					
	Supply and fix Anodised Aluminium or Equal and approved; 50mm thick curtain walls with a 6mm toughened glass; 100 x 50 x 5mm thick Anodised Aluminium RHS horizontal and vertical frame members mitred at corners including reinforcing cleats, endcaps, silicone, supporting brackets, coner cleats with press, vertical, central and horizontal Mullion gaskets, adjustment parts and all necessary ironmongery; window openings including fly screen planes and accesories; fixing with (DIN ISO 7049 -A2) 4.8 x 25 stainless steel screws and M10 x 75 stud anchor cast in concrete with 100x50x4mm steel plates and fastened with nuts and washers; plugging or fixing to concrete, block work, steel/aluminium members or stone work; with all necessary steel accesories and structures including galvanizing and painting of all elements, supports and brackets; and exposed concrete and steel elements to match anodised aluminium sections; to the approval of the Project Manager.					
d	Over 300 mm wide	1,652.00	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING WOOD					
	Prepare and apply one coat of aluminium wood primer on timber surfaces in contact with concrete or masonry surfaces;					
	Painting Wood;					
a	Surfaces not exceeding 100 mm girth	422	m			
	Prepare surfaces: apply three coats polyurethane varnish on wood: to surfaces;					
	Varnishing wood;					
b	Surfaces over 100 but not exceeding 200 mm girth:	422	m			
	PAINTING METAL					
	Prepare and apply one under coat; two coats oil paint full gloss finish; to cown paint or equal and approved;					
c	Surfaces over 100 but not exceeding 200 mm girth: Curtain Rods	422	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page24					
	Total from Page25					
	Total from Page26					
	Total from Page27					
	Total from Page28					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS					
	FRAMELESS GLASS DOOR					
	Supply and fix frameless glass door comprising decorative film to manufacturers specifications with and including 15mm thick tempered glass and glazing with gasket, complete with approved fixing accessories; including reinforcing cleats and all necessary iron mongery including heavy duty door closer; fixing with steel screws; plugging or fixing to concrete, blockwork or stonework; sealing with mastic; oiling and adjusting on completion ; to referenced architect drawings;					
a	Double leaf door overall size 1,500 x 2,400mm high; to architects drawings;	2	No			
	ALUMINIUM DOORS					
	Supply and fix 75 x 50 mm powder coated aluminium frame door complete with 8mm thick toughened glass ; including reinforcing cleats and all necessary ironmongery including Heavy duty door closer; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion; to referenced Interior Designers drawings)					
b	Double leaf sliding door; overall size 2,700 x 2,400 mm high; to architect's drawings;	1	No			
	LOUVERED ALUMINIUM DOORS					
	Supply and fix 75 x 50 mm powder coated aluminium frame door complete with complete with 45 degrees angled aluminium fixed louvres; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion;					
c	Door overall size 1500 x 2100 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	10	No			
d	Door overall size 1200 x 2100 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	21	No			
e	Door overall size 600 x 2100 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	7	No			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS Continued...					
	GLASS REINFORCED POLYESTER DOORS					
	Supply and fix a glass reinforced polyester door to manufactures specifications, complete with approved frames, fixing accessories; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion; including 100mm stainless steel kickplate; to architects details;					
a	Double action Double leaf door overall size 2100 x 2400 mm high; to architects details	2	No			
b	Double action Double leaf door overall size 1800 x 2400 mm high; to architects details;	21	No			
c	Double action Double leaf door overall size 1500 x 2400 mm high; to architects details;	21	No			
d	Single action Double leaf door overall size 1200 x 2400 mm high; to architects details;	11	No			
e	Single action Double leaf door overall size 900 x 2400 mm high; to architects details;	214	No			
	LEAD LINED RADIATION SHIELDING DOORS					
	NOTE: This section caters for LEAD LINED RADIATION SHIELDING DOORS. Therefore, bidders MUST factor in their costs the lead lining, all accessories and iron mongery as described in their rates of all other doors.					
	Supply and fix lead lined stainless steel doors to manufactures specifications, complete with approved frames, fixing accessories; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion; including transom with or without vision as necessary; including heavy duty door closers per leaf; to architects details;					
f	Double leaf grey stainless steel door overall size 2400 x 2700mm high; with 10mm lead lining; door with transom; with silver aluminium frames	1	No			
g	Single leaf sliding grey stainless steel door overall size 2400 x 2700mm high; with 10mm lead lining; door with transom; with silver aluminium frames	4	No			
h	Single leaf grey stainless steel neutron door overall size 1000 x 2400 mm high; with 10mm lead lining ; door with transom; with silver aluminium frames	2	No			
i	Single leaf grey stainless steel door overall size 1000 x 2400mm high; with 12mm lead lining; door with transom; with silver aluminium frames	8	No			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS Continued...					
	LEAD LINED RADIATION SHIELDING DOORS					
a	Single leaf grey stainless steel door overall size 1000 x 2400mm high; with 3mm lead lining; door with transom; with silver aluminium frames	4	No			
b	Single leaf grey stainless steel door overall size 1000 x 2400mm high; with 7mm lead lining; door with transom; with silver aluminium frames	10	No			
c	Single leaf grey stainless steel door overall size 1000 x 2400mm high; with 10mm lead lining; door with transom; with silver aluminium frames	1	No			
d	Single leaf grey stainless steel door overall size 1800 x 2400mm high; with 7mm lead lining; door with transom; ; with silver aluminium frames	1	No			
e	Single leaf grey stainless steel door overall size 1000 x 2400mm high; with 5mm lead lining; door with transom; with silver aluminium frames	2	No			
f	Single leaf sliding grey stainless steel door overall size 1800 x 2400mm high; with 7mm lead lining; door with transom; ; with silver aluminium frames	2	No			
	FIRE RESISTANT DOORS;					
	Supply and fix side hung self-closing Fire resistant doors Two hours (2 Hours) fire rated steel door as 'Assa Abloy Prometal Steel Door' or equal and approved with vivion panel; decoral oak finish, with fire test certificate, two unsoldered 0.7 thick galvanized steel plates assembled, filled with high density rockwool and plasterboard; biometric access control to detail; all automatic operators connected to building management system; 3 height hinges, panic lock, panic bolt, push bar all escape hardware; stainless steel kick plate ironmongery and accessories; oiling and adjusting on completion ; to architect's details					
g	Double leaf door; in two equal leaves overall size 1500 x 2400 mm high; door to architects details;	7	No			
To Collection US\$						

PROPOSED KISII CANCER CENTER					DOORS	
		Qty	Unit	Rate	US\$	CTS
	L20 DOORS Continued...					
	FLUSH DOORS;					
	Supply and fix 45 mm Thick flush door: Semi-solid core; hardwood veneer facing to both sides: hardwood lipped edges to BS 459; Fanlight infilled with 5mm clear glass; to referenced Interior Designers drawings;					
a	Single action single leaf door overall size 1100 x 2400 mm high; to architects details;	13	No			
b	Single action single leaf door overall size 900 x 2400 mm high; to architects details;	59	No			
c	Single action single leaf door overall size 900 x 2100 mm high; to architects details;	41	No			
	PRIME GRADE STAINED; MAHOGANY					
	Door frames / transomes					
d	200 x 50 mm thick; including 50 x 25 mm linings;	647	m			
e	50 x 20 mm thick Architraves	580	m			
f	Ditto Quadrants	580	m			
	M60 PAINTING/CLEAR FINISHING					
	Prepare and apply one coat of aluminium wood primer on timber surfaces in contact with concrete or masonry;					
	General surfaces					
g	Over 100 but not exceeding 200 mm girth;	580	m			
	Prepare surfaces: apply three coats polyurethane clear lacquer or other equal approved: on timber surfaces: to					
	General surfaces					
h	Frames; over 100 mm but not exceeding 200 mm girth;	580	m			
i	Transomes; over 100 mm but not exceeding 200 mm girth; both sides measured;	67	m			
j	Doors; Over 300 mm girth; both sides measured;	501	m2			
					To Collection US\$	

		Qty	Unit	Rate	US\$	CTS
	P21 IRONMONGERY NOTE: This section only caters for TIMBER DOORS ONLY. Therefore, bidders MUST factor in their costs all iron mongery and other accessories as described in their rates of all other doors. Supply and Fix the following as per Assa Abloy Catalogue or other equal and approved; to soft wood, hardwood or the like; fixing with matching screws; Hinges; a 100 mm brass, heavy duty 2 ball bearing hinges; Mortice Locks; b Three lever mortice lock No. 2295 with one pair of lever handles with escutcheon No. 680-06-2 c Rubber Door stops; 40mm dia d Indicator bolts e Lockwood coat hook f Aluminium Heavy Duty Door Closers g 16 guage 900mm x 200mm high brass kick plate h Aluminium Signage indicator Plates					
		108	Pair			
		72	No			
		113	No			
		41	No			
		41	No			
		13	No			
		113	No			
		23	No			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page30					
	Total from Page31					
	Total from Page32					
	Total from Page33					
	Total from Page34					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	M10 SAND CEMENT /CONCRETE SCREEDS /FLOORING CEMENT AND SAND 15 mm thick backing screed; wood floated to receive Ceramic wall tiles; (m/s) to concrete or blockwork base generally; a Over 300 mm wide;	6,258	m2			
	M20 PLASTERED /RENDERED Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth; External surfaces;					
b	Columns; over 300 mm wide;	1,400	m2			
c	Beams; Over 300 mm wide;	1,856	m2			
d	Walls; over 300 mm wide;	4,959	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED continued ...					
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	12 mm thick in 2 No coats work; to concrete or blockwork base (m/s); generally to internal surfaces;					
a	Walls; over 300 mm wide;	28,678	m2			
b	Columns; over 300 mm wide;	2,099	m2			
c	Beams; Over 300 mm wide;	2,785	m2			
	M40 CERAMIC TILING					
	NOTE:					
	Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles;					
	Approved size ceramic wall tiles - P.C. Rate of US\$11.03) per square metre including fixing on cement sand screed backing (m.s);					
d	Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide;;	6,258	m2			
e	100mm wide Border tiles	1,700	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WALL FINISHES	
		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	Prepare by skimming plastered surface; apply one undercoat; two coats of PolyVinyl Acetate based emulsion paint as ideal paints, basco paints, crown paints, or equal and approved;					
	Steel trowelled plastered surfaces;					
a	Walls; over 300 mm wide;	28,678	m2			
b	Columns; over 300 mm wide;	2,099	m2			
c	Beams; Over 300 mm wide;	2,785	m2			
	PAINTING RENDER					
	Prepare and apply one undercoat; two finishing coat of textured special effect paint of approved quality;					
	Steel trowelled plastered surfaces;					
d	Columns; over 300 mm wide;	1,400	m2			
e	Beams; Over 300 mm wide;	1,856	m2			
f	Walls; over 300 mm wide;	4,959	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page36					
	Total from Page37					
	Total from Page38					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING					
	M10 SAND CEMENT /CONCRETE SCREEDS					
	CEMENT AND SAND					
	20 mm thick backing; wood floated to receive Terrazzo floor finish; (m/s) to concrete or block work base generally;					
a	Over 300 mm wide;	693	m2			
b	100 mm high skirting;	527	m			
	32 mm thick backing; wood floated to receive non-slip ceramic tiles; (m/s) to concrete or block work base generally;					
c	Over 300 mm wide;	977	m2			
	32 mm thick backing; wood floated to receive Ceramic tiles; (m/s) to concrete or block work base generally;					
d	Over 300 mm wide;	4,550	m2			
e	100 mm high skirting;	3,221	m			
	32 mm thick backing; wood floated to receive Anti acid tiles; (m/s) to concrete or block work base generally;					
f	Over 300 mm wide;	196	m2			
	36 mm thick backing; power floated to receive polyurethane (m/s) to concrete or block work base generally;					
g	Over 300 mm wide;	4,017	m2			
	37 mm thick self levelling screed; wood floated to receive PVC flooring; (m/s) to concrete or block work base generally;					
h	Over 300 mm wide;	908	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles; Approved Ceramic Floor tiles - P.C. Rate of US\$ 11.03 per square metre including fixing on cement sand screed backing (m.s); Approved Size; butt joints straight both ways; to cement and sand base (m/s); over 300 mm wide; 100 mm high; Skirting; Approved Non slip Ceramic Floor tiles - P.C. Rate of US\$11.03 per square metre including fixing on cement sand screed backing (m.s); Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide; Approved Anti-acid Floor tiles - P.C. Rate of US\$11.03 per square metre including fixing on cement sand screed backing (m.s); Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide; 20mm thick polished terrazzo paving of approved colour; cement and local marble chippings; machine polished smooth with and including plastic dividing strips at approved centres; Over 300 mm wide; 100 mm high Skirting; Polyurethane Flooring Supply and fix 4 mm thick Polyurethane flooring on well prepared substrate to manufacturer's specifications; P.C rate of US\$ 52.00 of approved colour; applied on clean oil free surface: to self levelling , power floated cement and sand base (m/s) including 300mm high coving to wall; Over 300 mm wide; Vinyl Flooring Supply and fix 3 mm thick Vinyl Flooring - PC rate of US\$ 40.80 of approved colour, applied on top of epoxy resin; including 300 mm high coving to walls; to self levelling cement and sand base (m/s) with approved adhesive Over 300 mm wide;					
a		4,550	m2			
b		3,221	m			
c		977	m2			
d		196	m2			
e		693	m2			
f		527	m			
g		4,017	m2			
h		908	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page40					
	Total from Page41					
To Summary US\$						

PROPOSED KISII CANCER CENTER					CEILING FINISHES	
		Qty	Unit	Rate	US\$	CTS
	K10 CEILINGS					
	Supply and fix 600 x 600 mm suspended semi-recessed L.I.G. acoustic ceiling panels as Armstrong Fine Fissured Tegular 95% RH SecondLook on white 24 mm wide lay-in grid as Trulok F24 (Armstrong) with and including fixing to suspended white powder coated aluminium 'T-grid' branding support system complete with white perimeter and curved trim and wall angles as necessary;					
a	Ceilings; over 300 mm wide;	1,174	m2			
b	Melamine particle board fascia infill to acoustic ceiling to approval;	1,700	m			
	PHARMA CEILING					
	Supply and fix 50mm thick 1200 x 300 mm wide suspended Pharma ceiling honeycomb panels with and including fixing to suspended white powder coated aluminium 'T-grid' branding support system complete with white perimeter and curved trim and wall angles as necessary;					
c	Over 300 mm wide;	174	m2			
	Supply and fix 12 mm thick Gypsum profiled Ceilings; tapered edge wallboard; joints taped and filled; firmly secured with and including fixing to steel or aluminium 'T-grid' branding support system with rounded, smooth compound sanded edges, edge trims, plastered, joints taped and filled finished to receive direct decoration; allow for provision of recessed mouldings / bulk heads on gypsum ceiling to allow for indirect lighting to detail; all in accordance with Architect's drawings;					
d	Ceilings; over 300 mm wide;	8,646	m2			
e	100 mm wide moulded cornice;	6,460	m			
	M60 PAINTING/CLEAR FINISHING					
	Primer, two undercoats and one coat full gloss finish to crown paint or equal and approved;					
	Gypsum board profiled Ceilings;					
f	Over 300 mm wide;	8,646	m2			
g	Cornice not exceeding 100 mm wide;	6,460	m			
	Acoustic Ceilings;					
h	Cornice not exceeding 100 mm wide;	1,700	m			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 42					
To Summary US\$						

PROPOSED KISII CANCER CENTER

		Qty	Unit	Rate	US\$	CTS
	Summary					
	SUBSTRUCTURES Page 7					
	FRAME Page 11					
	ROOF Page 15					
	STAIRS Page 21					
	WALLS Page 23					
	WINDOWS Page 29					
	DOORS Page 35					
	WALL FINISHES Page 39					
	FLOOR FINISHES Page 42					
	CEILING FINISHES Page 44					
Total for Bill US\$						

SECTION V
PART NO. 4
CHEMOTHERAPY BLOCK

PROPOSED KISII CANCER CENTER				SUBSTRUCTURE (ALL PROVISIONAL)		
		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	882	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	882	m2			
	Excavations for Retaining Wall bases;					
c	Not exceeding 1.5 m deep starting from reduced level;	105	m3			
d	Over 1.5 m but Not exceeding 3.0 m deep starting from reduced level;	105	m3			
	Excavations for Strip footing Foundation;					
e	Not exceeding 1.5 m deep starting from reduced level; Extra over excavation irrespective of depth for breaking out;	115	m3			
f	Soft rock;	13	m3			
g	Hard rock;	20	m3			
				To Collection US\$		

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; continued ...					
	DISPOSAL					
a	Excavated material; Off site to contractor's tip;	117	m3			
	FILLING TO EXCAVATIONS					
b	Return fill and Ram	208	m3			
	APPROVED MURRAM FILL					
c	Imported approved murram material to make up levels compacted in layers not exceeding 225mm to approval of the Structural Engineer;	1,985	m3			
	HARDCORE					
d	Filling in and Making up levels well rolled and compacted to 100% maximum dry density Over 300mm thick; depositing to approval	282	m3			
	QUARY DUST					
e	Blinding on surfaces of Hardcore fill; 50mm thick;	806	m2			
	HERBICIDES / INSECTICIDES					
f	Applying to surfaces Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	806	m2			
	SURFACE TREATMENTS					
g	Planking and Strutting Labour and materials; to uphold the sides of excavations; generally		item			
h	Disposal of Water Labour and materials; Keeping excavations free from general water		item			
To Collection US\$						

PROPOSED KISII CANCER CENTER			SUBSTRUCTURE (ALL PROVISIONAL)			
		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To strip footing Foundation;					
a	Generally;	77	m2			
	To Retaining Wallbases;					
b	Generally;	70	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Strip Footing Foundation;					
c	Generally;	15	m3			
	Retaining wall Bases;					
d	Generally;	31	m3			
	Retaining walls;					
e	Generally;	37	m3			
	Floor bed;					
f	150 mm thick;	806	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Strip Footing Foundation;					
a	Over 300 mm wide;	51	m2			
	Sides Retaining wallBases;					
b	Over 300 mm wide;	38	m2			
	Retaining walls;					
c	Over 300 mm wide;	369	m2			
	Edges of Floor Bed;					
d	Over 75 mm but not exceeding 150 mm wide;	127	m			
To Collection US\$						

PROPOSED KISII CANCER CENTER			SUBSTRUCTURE (ALL PROVISIONAL)			
		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE REINFORCEMENT Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers; Over 300 mm wide;	806	m2			
a						
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary; Deformed Bars					
b	8 mm Diameter;	924	Kg			
c	10 mm Diameter;	2,948	Kg			
d	12 mm Diameter;	4,502	Kg			
	F21 NATURAL STONE / MASONRY WALLING Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4); Walls					
e	200 mm thick	172	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER			SUBSTRUCTURE (ALL PROVISIONAL)			
		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR STONE WALLING					
	DAMP PROOF COURSES					
	B.S. 743; type A; bitumen hessian base; 150mm laps;					
	Horizontal; 1 No of layer(s)					
a	200 mm wide; bedded in cement mortar (1:3)	127	m			
	DAMP PROOF MEMBRANES					
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;					
	Horizontal; 1 No of layer(s)					
b	Over 300 mm wide; bedded in cement mortar (1:3)	806	m2			
	M10 SAND CEMENT /RENDERING					
	20 mm thick Cement and sand (1:3) rendering; finishing trowelled smooth					
	Walls					
c	Over 300 wide	127	m2			
	M12 TROWELLED BITUMEN					
	Lightweight bituminous insulating paint;					
	Walls					
d	Over 300 wide; external	127	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
To Summary US\$						

PROPOSED KISII CANCER CENTER						FRAME	
		Qty	Unit	Rate	US\$	CTS	
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3; Suspended slabs; a 150 mm thick; Beams b Generally; Gutters c Generally;						
		118	m2				
		8	m3				
		71	m3				
						</	

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides and soffits of beams;					
a	Over 300 mm wide;	102	m2			
	Soffits of suspended slabs;					
b	Over 300 mm wide; Curved on plan to various radii;	118	m2			
	Sides and soffits of gutters;					
c	Over 300 mm wide;	611	m2			
	Edges of suspended slabs;					
d	Over 75mm but not exceeding 150 mm wide;	55	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; Round; Ribbed; cold worked; B.S. 4449 - 2005, including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
a	8 mm Diameter;	90	Kg			
b	10 mm Diameter;	9,170	Kg			
c	12 mm Diameter;	4,156	Kg			
d	16 mm Diameter;	4,550	Kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page8					
	Total from Page9					
	Total from Page 10					
To Summary US\$						

PROPOSED KISII CANCER CENTER						ROOF	
		Qty	Unit	Rate		US\$	CTS
	G10 STRUCTURAL STEEL FRAMING (PROVISIONAL)						
	FRAMING FABRICATION						
	Truss Frame Fabrication (Hoisted and Fixed to height not exceeding 13,000mm above ground floor level)						
	The following in 4 No. Trusses type T1;						
a	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	612	kg				
b	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	485	kg				
	The following in 6 No. Trusses type T2;						
c	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	1353	kg				
d	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	1094	kg				
	The following in 2 No. Trusses type T3;						
e	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	515	kg				
f	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	417	kg				
	The following in 1 No. Trusses type T4;						
g	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	258	kg				
h	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	205	kg				
	Purlins;						
	ZS10 Purlins 50.8 x177.8 x 22.2 mm at 1200mm c/c ; Members (5.9kg/Lm)	3874	kg				
	Plates, Cleats, Bolts and the like;						
i	Allow for plates, cleats, bolts, angle lines and bracings;	881	kg				
						To Collection US\$	

PROPOSED KISII CANCER CENTER					ROOF	
		Qty	Unit	Rate	US\$	CTS
	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING					
	FULBORA OUTLETS					
	Gutters and linings					
	150 mm diameter galvanized mild steel fulbora rainwater outlet at 5000 mm centres complete with dome type grating, flange, raising ring, pvc adapter, mesh trap and other accessories including connecting to down pipe;	26	No			
a	Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;					
b	Heavy gauge; 150mm diameter grey down pipe;	94	m			
	J21 MASTIC ASPHALT ROOFING/INSULATION/FINISHES					
	APP waterproofing or equal and approved water proofing agent laid in accordance with the manufacturers printed specifications; with and including a ten years guarantee					
	Roofing to falls and cross falls not exceeding 15 degrees from horizontal;					
c	Suspended Slab; over 300 mm wide;	118	m2			
d	To gutter over 300 mm wide;	325	m2			
e	50 x 50 mm angle fillet dressing at joints;	127	m			
f	200 mm wide skirtings and dressings around fulbora pipe outlets;	26	m			
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS					
	Supply and fix galvanised, gauge 26, IT5 pre-painted metal roofing sheet covering; with heavy weight double sided 2 way reinforced fire redundant aluminium foil insulation from approved manufacturer (m.s) and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto steel structure with all necessary curvatures, hoisting, placing and connections;					
	Coverings; fixing every tile on every fourth course with bolt; to 75 mm laps;					
g	Sloping not exceeding 30 degrees from horizontal;	1,048	m2			
					To Collection US\$	

PROPOSED KISII CANCER CENTER					ROOF	
		Qty	Unit	Rate	US\$	CTS
a	M10 SAND CEMENT /CONCRETE SCREEDS /FLOORING					
	CEMENT AND SAND					
	15 mm thick backing screed; wood floated to receive concrete tiles; (m/s) to concrete or blockwork base generally;					
	Over 300 mm wide;	118	m2			
b	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC					
	NOTE:					
	Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles;					
	Precast Concrete interlocking tiles; to regular pattern; bedding, jointing and pointing in cement sand mortar(1:4)					
	250 x 250 x 18mm thick; butt joints straight both ways; to cement and sand base (m/s);					
	Floors; to falls, crossfalls or sloping not exceeding 15 degrees from horizontal; external	118	m2			
					To Collection US\$	

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 12					
	Total from Page 13					
	Total from Page 14					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	External walling;					
a	200 mm thick;	496	m2			
	Internal walling;					
b	200 mm thick;	1,003	m2			
	PHARMA WALLS					
	Supply and fix 50mm thick 1200 x 300 mm wide suspended Pharma Walls honeycomb panels with and including fixing to white powder coated aluminium 'T-grid' framing support system complete with white perimeter and curved trim and wall angles as necessary;					
c	50 mm Thick;	192	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 16					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F31 PRECAST CONCRETE CILLS					
	Approved pre-cast concrete cill: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement;					
	Cills;					
a	265 x 50 mm thick cill; once weathered and throated;	84	m			
	G20 CARPENTRY/TIMBER FRAMING					
	WROT MAHOGANY: PRIME GRADE;					
b	150 x 25 mm Window board; plugged;	84	m			
c	50 x 25 mm bearers;	84	m			
d	25 mm quadrant beading;	84	m			
	WROUGHT IRON					
	Curtain rods;					
	Supply and fix 25mm diameter, 3mm thick hollow wrought iron curtain rod complete set including wrought iron rod mounting and support brackets fixed onto walls with metal lugs; decorative finials to specifications; painted to architect's approval					
e	Curtain rods;	84	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	L10 WINDOWS					
	ALUMINIUM WINDOWS & CURTAIN WALL;					
	Supply and fix powder coated Aluminum Window; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery;					
	Complete with 4 mm thick One-way glass; fixing with aluminium screws; plugging or fixing to concrete, blockwork or stone work; sealing with mastic; oiling and adjusting on completion; all to referenced Architect's drawings;					
a	Window overall size 5,800 x 2,000 mm high; all to architects details;	1	No.			
b	Window overall size 5,400 x 2,000 mm high all to architects details;	2	No.			
c	Window overall size 2,900 x 2,000 mm high all to architects details;	1	No.			
d	Window overall size 2,650 x 2,000 mm high all to architects details;	5	No.			
e	Window overall size 2,100 x 2,000 mm high all to architects details;	10	No.			
f	Window overall size 1,700 x 2,000 mm high all to architects details;	1	No.			
g	Window overall size 1,500 x 2,000 mm high all to architects details;	2	No.			
h	Window overall size 900 x 2,000 mm high all to architects details;	4	No.			
i	Window overall size 2,850 x 1,500 mm high; L-shaped on plan; all to architects details;	1	No.			
j	Window overall size 2,650 x 1,500 mm high all to architects details;	1	No.			
k	Window overall size 2,650 x 1,500 mm high; L- Shaped on Plan; all to architects details;	1	No.			
l	Window overall size 2,500 x 1,500 mm high all to architects details;	1	No.			
m	Window overall size 2,400 x 1,500 mm high all to architects details;	1	No.			
n	Window overall size 2,100 x 1,500 mm high all to architects details;	1	No.			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING WOOD					
	Prepare and apply one coat of aluminium wood primer on timber surfaces in contact with concrete or masonry surfaces;					
	Painting Wood;					
a	Surfaces not exceeding 100 mm girth	84	m			
	Prepare surfaces: apply three coats polyurethane varnish on wood: to surfaces;					
	Varnishing wood;					
b	Surfaces over 100 but not exceeding 200 mm girth:	84	m			
	PAINTING METAL					
	Prepare and apply one under coat; two coats oil paint full gloss finish; to cown paint or equal and approved;					
c	Surfaces over 100 but not exceeding 200 mm girth: Curtain Rods	84	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 18					
	Total from Page 19					
	Total from Page 20					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS					
	FRAMELESS GLASS DOOR					
	Supply and fix frameless glass door comprising decorative film to manufacturers specifications with and including 15mm thick tempered glass and glazing with gasket, complete with approved fixing accessories; including reinforcing cleats and all necessary iron mongery including heavy duty door closer; fixing with steel screws; plugging or fixing to concrete, blockwork or stonework; sealing with mastic; oiling and adjusting on completion ; to architects detail;					
a	Double leaf door overall size 1,500 x 2,400mm high;to architects drawings;	1	No			
	GLASS REINFORCED POLYESTER DOORS					
	Supply and fix a glass reinforced polyester door to manufactures specifications, complete with approved frames, fixing accessories; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion; including 100mm stainless steel kickplate; to architects details;					
b	Double action Double leaf door overall size 1500 x 2400 mm high; to architects details;	4	No			
c	Single action Double leaf door overall size 900 x 2400 mm high; to architects details;	17	No			
	FLUSH DOORS;					
	Supply and fix 45 mm Thick flush door: Semi-solid core; hardwood veneer facing to both sides: hardwood lipped edges to BS 459; Fanlight infilled with 5mm clear glass; to referenced Interior Designers drawings;					
d	Single action single leaf door overall size 1100 x 2400 mm high; to architects details;	2	No			
e	Single action single leaf door overall size 900 x 2400 mm high; to architects details;	10	No			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS Continued...					
	PRIME GRADE STAINED; MAHOGANY					
	Door frames / transomes					
a	200 x 50 mm thick; including 50 x 25 mm linings;	80	m			
b	50 x 20 mm thick Architraves	80	m			
c	Ditto Quadrants	80	m			
	M60 PAINTING/CLEAR FINISHING					
	Prepare and apply one coat of aluminium wood primer on timber surfaces in contact with concrete or masonry;					
	General surfaces					
d	Over 100 but not exceeding 200 mm girth;	80	m			
	Prepare surfaces: apply three coats polyurethane clear lacquer or other equal approved: on timber surfaces: to					
	General surfaces					
e	Frames; over 100 mm but not exceeding 200 mm girth;	80	m			
f	Transomes; over 100 mm but not exceeding 200 mm girth; both sides measured;	11	m			
g	Doors; Over 300 mm girth; both sides measured;	54	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	P21 IRONMONGERY NOTE: This section only caters for TIMBER DOORS ONLY. Therefore, bidders MUST factor in their costs all iron mongery and other accessories as described in their rates of all other doors. Supply and Fix the following as per Assa Abloy Catalogue or other equal and approved; to soft wood, hardwood or the like; fixing with matching screws; Hinges; a 100 mm brass, heavy duty 2 ball bearing hinges; Mortice Locks; b Three lever mortice lock No. 2295 with one pair of lever handles with escutcheon No. 680-06-2 c Rubber Door stops; 40mm dia d Lockwood coat hook e Aluminium Heavy Duty Door Closers f 16 guage 900mm x 200mm high brass kick plate g Aluminium Signage indicator Plates					
		18	Pair			
		18	No			
		18	No			
		18	No			
		3	No			
		18	No			
		5	No			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page22					
	Total from Page23					
	Total from Page24					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	M10 SAND CEMENT /CONCRETE SCREEDS /FLOORING CEMENT AND SAND 15 mm thick backing screed; wood floated to receive Ceramic wall tiles; (m/s) to concrete or blockwork base generally; a Over 300 mm wide;	402	m2			
	M20 PLASTERED /RENDERED Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth; External surfaces; b Beams; Over 300 mm wide;	41	m2			
	c Walls; over 300 mm wide;	496	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WALL FINISHES	
		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED continued ...					
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	12 mm thick in 2 No coats work; to concrete or blockwork base (m/s); generally to internal surfaces;					
a	Walls; over 300 mm wide;	2,101	m2			
b	Beams; Over 300 mm wide;	61	m2			
	M40 CERAMIC TILING					
	NOTE:					
	Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles;					
	Approved size ceramic wall tiles - P.C. Rate of US\$11.03 per square metre including fixing on cement sand screed backing (m.s);					
c	Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide;;	402	m2			
d	100mm wide Border tiles	112	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	Prepare by skimming plastered surface; apply one undercoat; two coats of PolyVinyl Acetate based emulsion paint as ideal paints, basco paints, crown paints, or equal and approved;					
	Steel trowelled plastered surfaces;					
a	Walls; over 300 mm wide;	2,101	m2			
b	Beams; Over 300 mm wide;	61	m2			
	PAINTING RENDER					
	Prepare and apply one undercoat; two finishing coat of textured special effect paint of approved quality;					
	Steel trowelled plastered surfaces;					
c	Beams; Over 300 mm wide;	41	m2			
d	Walls; over 300 mm wide;	496	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page26					
	Total from Page27					
	Total from Page28					
To Summary US\$						

PROPOSED KISII CANCER CENTER					FLOOR FINISHES	
		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING M10 SAND CEMENT /CONCRETE SCREEDS CEMENT AND SAND 32 mm thick backing; wood floated to receive non-slip ceramic tiles; (m/s) to concrete or block work base generally;					
a	Over 300 mm wide;	72	m2			
	32 mm thick backing; wood floated to receive Ceramic tiles; (m/s) to concrete or block work base generally;					
b	Over 300 mm wide;	251	m2			
c	100 mm high skirting;	175	m			
	36 mm thick backing; power floated to receive polyurethane (m/s) to concrete or block work base generally;					
d	Over 300 mm wide;	500	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles; Approved Non slip Ceramic Floor tiles - P.C. Rate of US\$9.27 per square metre including fixing on cement sand screed backing (m.s); Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide; Approved Ceramic Floor tiles - P.C. Rate of US\$9.27 per square metre including fixing on cement sand screed backing (m.s); Approved size; butt joints straight both ways; to cement and sand base (m/s); Over 300 mm wide; 100 mm high; Skirting; Polyurethane Flooring Supply and fix 4 mm thick Polyurethane flooring on well prepared substrate to manufacturer's specifications; P.C rate of US\$ 52.00 of approved colour; applied on clean oil free surface; to self levelling , power floated cement and sand base (m/s) including 300mm high coving to wall; Over 300 mm wide;					
a		72	m2			
b		251	m2			
c		175	m			
d		500	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page30					
	Total from Page31					
To Summary US\$						

PROPOSED KISII CANCER CENTER					CEILING FINISHES	
		Qty	Unit	Rate	US\$	CTS
	K10 CEILINGS					
	Supply and fix 600 x 600 mm suspended semi-recessed L.I.G. acoustic ceiling panels as Armstrong Fine Fissured Tegular 95% RH SecondLook on white 24 mm wide lay-in grid as Trulok F24 (Armstrong) with and including fixing to suspended white powder coated aluminium 'T-grid' brandering support system complete with white perimeter and curved trim and wall angles as necessary;					
a	Ceilings; over 300 mm wide;	72	m2			
b	Melamine particle board fascia infill to acoustic ceiling to approval;	112	m			
	Supply and fix 12 mm thick Gypsum profiled Ceilings; tapered edge wallboard; joints taped and filled; firmly secured with and including fixing to steel or aluminium 'T-grid' brandering support system with rounded, smooth compound sanded edges, edge trims, plastered, joints taped and filled finished to receive direct decoration; allow for provision of recessed mouldings / bulk heads on gypsum ceiling to allow for indirect lighting to detail; all in accordance with Architect's drawings;					
c	Ceilings; over 300 mm wide;	655	m2			
d	100 mm wide moulded cornice;	496	m			
	PHARMA CEILING					
	Supply and fix 50mm thick 1200 x 300 mm wide suspended Pharma ceiling honeycomb panels with and including fixing to suspended white powder coated aluminium 'T-grid' brandering support system complete with white perimeter and curved trim and wall angles as necessary;					
e	Over 300 mm wide;	67	m2			
	M60 PAINTING/CLEAR FINISHING					
	Primer, two undercoats and one coat full gloss finish to crown paint or equal and approved;					
	Gypsum board profiled Ceilings;					
f	Over 300 mm wide;	655	m2			
g	Cornice not exceeding 100 mm wide;	496	m			
	Acoustic Ceilings;					
h	Cornice not exceeding 100 mm wide;	112	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 33					
To Summary US\$						

PROPOSED KISII CANCER CENTER

		Qty	Unit	Rate	US\$	CTS
	Summary					
	SUBSTRUCTURES Page 7					
	FRAME Page 11					
	ROOF Page 15					
	WALLS Page 17					
	WINDOWS Page 21					
	DOORS Page 25					
	WALL FINISHES Page 29					
	FLOOR FINISHES Page 32					
	CEILING FINISHES Page 34					
Total for Bill US\$						

SECTION V
PART NO. 5
BOILER HOUSE

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	112	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	112	m2			
	Excavations for Strip footing Foundation;					
c	Not exceeding 1.5 m deep starting from reduced level; Extra over excavation irrespective of depth for breaking out;	36	m3			
d	Soft rock;	1	m3			
e	Hard rock;	2	m3			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; continued ...					
	DISPOSAL					
	Excavated material;					
a	Off site to contractor's tip;	16	m3			
	FILLING TO EXCAVATIONS					
b	Return fill and Ram	20	m3			
	HARDCORE					
	Filling in and Making up levels well rolled and compacted to 100% maximum dry density					
c	Over 300mm thick; depositing to approval	31	m3			
	QUARY DUST					
	Blinding on surfaces of Hardcore fill;					
d	50mm thick;	89	m2			
	HERBICIDES / INSECTICIDES					
	Applying to surfaces					
	Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;					
e		89	m2			
	SURFACE TREATMENTS					
	Planking and Strutting					
f	Labour and materials; to uphold the sides of excavations; generally		item			
	Disposal of Water					
g	Labour and materials; Keeping excavations free from general water		item			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To strip footing Foundation;					
a	Generally;	24	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Strip Footing Foundation;					
b	Generally;	5	m3			
	Floor bed;					
c	150 mm thick;	89	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
a	Sides of Strip Footing Foundation; Over 300 mm wide;	51	m2			
b	Edges of Floor Bed; Over 75 mm but not exceeding 150 mm wide;	40	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers;					
a	Over 300 mm wide;	89	m2			
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
b	8 mm Diameter;	74	Kg			
c	10 mm Diameter;	132	Kg			
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	Walls					
d	200 mm thick	54	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR STONE WALLING					
	DAMP PROOF COURSES					
	B.S. 743; type A; bitumen hessian base; 150mm laps;					
	Horizontal; 1 No of layer(s)					
a	200 mm wide; bedded in cement mortar (1:3)	40	m			
	DAMP PROOF MEMBRANES					
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;					
	Horizontal; 1 No of layer(s)					
b	Over 300 mm wide; bedded in cement mortar (1:3)	89	m2			
	M10 SAND CEMENT /RENDERING					
	20 mm thick Cement and sand (1:3) rendering; finishing trowelled smooth					
	Walls					
c	Over 300 wide	40	m2			
	M12 TROWELLED BITUMEN					
	Lightweight bituminous insulating paint;					
	Walls					
d	Over 300 wide; external	40	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Ring Beams					
a	Generally;	2	m3			
	Gutters					
b	Generally;	22	m3			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Ring beams;					
a	Over 300 mm wide;	32	m2			
	Sides and soffits of gutters;					
b	Over 300 mm wide;	191	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; Round; Ribbed; cold worked; B.S. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
a	8 mm Diameter;	107	Kg			
b	10 mm Diameter;	2,377	Kg			
c	16 mm Diameter;	394	Kg			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 8					
	Total from Page 9					
	Total from Page 10					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	G10 STRUCTURAL STEEL FRAMING (PROVISIONAL)					
	FRAMING FABRICATION					
	Truss Frame Fabrication (Hoisted and Fixed to height not exceeding 13,000mm above ground floor level)					
	The following in 4 No. Trusses type T1;					
a	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	295	kg			
b	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	85	kg			
	Purlins;					
c	ZS10 Purlins 50.8 x177.8 x 22.2 mm at 1200mm c/c ; Members (5.9kg/Lm)	471	kg			
	Plates, Cleats, Bolts and the like;					
d	Allow for plates, cleats, bolts, angle lines and bracings;	85	kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING					
	FULBORA OUTLETS					
	Gutters and linings					
a	150 mm diameter galvanized mild steel fulbora rainwater outlet at 5000 mm centres complete with dome type grating, flange, raising ring, pvc adapter, mesh trap and other accessories including connecting to down pipe;	9	No			
b	Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;					
	Heavy gauge; 150mm diameter grey down pipe;	32	m			
	J21 MASTIC ASPHALT ROOFING/INSULATION/FINISHES					
	APP waterproofing or equal and approved water proofing agent laid in accordance with the manufacturers printed specifications; with and including a ten years guarantee					
	Roofing to falls and cross falls not exceeding 15 degrees from horizontal;					
c	To gutter over 300 mm wide;	102	m2			
d	50 x 50 mm angle fillet dressing at joints;	40	m			
e	200 mm wide skirtings and dressings around fulbora pipe outlets;	9	m			
	H70 MALLEABLE METAL SHEETPREBONDED COVERINGS					
	Supply and fix galvanised, gauge 26, IT5 pre-painted metal roofing sheet covering; with heavy weight double sided 2 way reinforced fire redundant aluminium foil insulation from approved manufacturer (m.s) and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto steel structure with all necessary curvatures, hoisting, placing and connections;					
	Coverings; fixing every tile on every fourth course with bolt; to 75 mm laps;					
f	Sloping not exceeding 30 degrees from horizontal;	115	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS... ctd Sisalation insulation membrane in 5 mm thick closed cell polyethylene foam laminated with reinforced aluminium reflective foil; laid in accordance with the manufacturers printed instructions; Under roof coverings; Sloping not exceeding 45 degrees from horizontal;					
a		115	m2			
To Summary US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 12					
	Total from Page 13					
	Total from Page 14					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
a	External walling; 200 mm thick;	160	m2			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 16					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F31 PRECAST CONCRETE CILLS Approved pre-cast concrete cill: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement; Cills; 265 x 50 mm thick cill; once weathered and throated;	13	m			
a						
	LOUVERED ALUMINIUM WINDOWS Supply and fix powder coated Aluminum Window; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery; Window Overall size 2,400 x 2,000 mm high; to architects detail;	5	No.			
b						
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 18					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS					
	LOUVERED ALUMINIUM DOORS					
	Supply and fix 75 x 50 mm powder coated aluminium frame door complete with complete with 45 degrees angled aluminium fixed louvres; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion;					
a	Door overall size 2500 x 2400 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	1	No			
b	Door overall size 900 x 2400 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; including all necessary accessories; all to architect's details	1	No			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 20					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED					
	Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	External surfaces;					
a	Gutters; over 300 mm wide;	191	m2			
b	Beams; Over 300 mm wide;	13	m2			
c	Walls; over 300 mm wide;	160	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED continued ...					
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	12 mm thick in 2 No coats work; to concrete or blockwork base (m/s); generally to internal surfaces;					
a	Walls; over 300 mm wide;	160	m2			
b	Beams; Over 300 mm wide;	19	m2			
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	Prepare by skimming plastered surface; apply one undercoat; two coats of PolyVinyl Acetate based emulsion paint as ideal paints, basco paints, crown paints, or equal and approved;					
	Steel trowelled plastered surfaces;					
c	Walls; over 300 mm wide;	160	m2			
d	Beams; Over 300 mm wide;	19	m2			
	PAINTING RENDER					
	Prepare and apply one undercoat; two finishing coat of textured special effect paint of approved quality;					
	Steel trowelled plastered surfaces;					
e	Gutters; over 300 mm wide;	191	m2			
f	Beams; Over 300 mm wide;	13	m2			
g	Walls; over 300 mm wide;	160	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WALL FINISHES	
		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 22					
	Total from Page 23					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING					
	M10 SAND CEMENT /CONCRETE SCREEDS					
	CEMENT AND SAND					
	20 mm thick backing; wood floated to receive Terrazzo floor finish; (m/s) to concrete or block work base generally;					
a	Over 300 mm wide;	81	m2			
b	100 mm high skirting;	38	m			
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC					
	20mm thick polished terrazzo paving of approved colour; cement and local marble chippings; machine polished smooth with and including plastic dividing strips at approved centres;					
c	Over 300 mm wide;	81	m2			
d	100 mm high Skirting;	38	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 25					
To Summary US\$						

PROPOSED KISII CANCER CENTER

		Qty	Unit	Rate	US\$	CTS
	Summary					
	SUBSTRUCTURES Page 7					
	FRAME Page 11					
	ROOF Page 15					
	WALLS Page 17					
	WINDOWS Page 19					
	DOORS Page 21					
	WALL FINISHES Page 24					
	FLOOR FINISHES Page 26					
Total for Bill US\$						

SECTION V

PART NO. 6

MEDICAL GASES PLANT ROOM

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	288	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	288	m2			
	Excavations for Strip footing Foundation;					
c	Not exceeding 1.5 m deep starting from reduced level;	80	m3			
	Extra over excavation irrespective of depth for breaking out;					
d	Soft rock;	3	m3			
e	Hard rock;	5	m3			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; continued ...					
	DISPOSAL					
	Excavated material;					
a	Off site to contractor's tip;	35	m3			
	FILLING TO EXCAVATIONS					
b	Return fill and Ram	45	m3			
	HARDCORE					
	Filling in and Making up levels well rolled and compacted to 100% maximum dry density					
c	Over 300mm thick; depositing to approval	86	m3			
	QUARY DUST					
	Blinding on surfaces of Hardcore fill;					
d	50mm thick;	247	m2			
	HERBICIDES / INSECTICIDES					
	Applying to surfaces					
	Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	247	m2			
e						
	SURFACE TREATMENTS					
	Planking and Strutting					
f	Labour and materials; to uphold the sides of excavations; generally		item			
	Disposal of Water					
g	Labour and materials; Keeping excavations free from general water		item			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To strip footing Foundation;					
a	Generally;	53	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Strip Footing Foundation;					
b	Generally;	11	m3			
	Floor bed;					
c	150 mm thick;	247	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
a	Sides of Strip Footing Foundation; Over 300 mm wide;	36	m2			
b	Edges of Floor Bed; Over 75 mm but not exceeding 150 mm wide;	69	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers;					
a	Over 300 mm wide;	247	m2			
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
b	8 mm Diameter;	166	Kg			
c	10 mm Diameter;	301	Kg			
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	Walls					
d	200 mm thick	120	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR STONE WALLING					
	DAMP PROOF COURSES					
	B.S. 743; type A; bitumen hessian base; 150mm laps;					
	Horizontal; 1 No of layer(s)					
a	200 mm wide; bedded in cement mortar (1:3)	89	m			
	DAMP PROOF MEMBRANES					
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;					
	Horizontal; 1 No of layer(s)					
b	Over 300 mm wide; bedded in cement mortar (1:3)	247	m2			
	M10 SAND CEMENT /RENDERING					
	20 mm thick Cement and sand (1:3) rendering; finishing trowelled smooth					
	Walls					
c	Over 300 wide	69	m2			
	M12 TROWELLED BITUMEN					
	Lightweight bituminous insulating paint;					
	Walls					
d	Over 300 wide; external	69	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Ring Beams					
a	Generally;	5	m3			
	Gutters					
b	Generally;	39	m3			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Ring beams;					
a	Over 300 mm wide;	71	m2			
	Sides and soffits of gutters;					
b	Over 300 mm wide;	331	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; Round; Ribbed; cold worked; B.S. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
a	8 mm Diameter;	18	Kg			
b	10 mm Diameter;	5,786	Kg			
c	16 mm Diameter;	887	Kg			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 8					
	Total from Page 9					
	Total from Page 10					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	G10 STRUCTURAL STEEL FRAMING (PROVISIONAL) FRAMING FABRICATION Truss Frame Fabrication (Hoisted and Fixed to height not exceeding 13,000mm above ground floor level) The following in 8 No. Trusses type T1; 60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm) 50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm) Purlins; ZS10 Purlins 50.8 x177.8 x 22.2 mm at 1200mm c/c ; Members (5.9kg/Lm) Plates, Cleats, Bolts and the like; Allow for plates, cleats, bolts, angle lines and bracings;					
a		934	kg			
b		543	kg			
c		1416	kg			
d		289	kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING					
	FULBORA OUTLETS					
	Gutters and linings					
a	150 mm diameter galvanized mild steel fulbora rainwater outlet at 5000 mm centres complete with dome type grating, flange, raising ring, pvc adapter, mesh trap and other accessories including connecting to down pipe;	15	No			
b	Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;					
	Heavy gauge; 150mm diameter grey down pipe;	54	m			
	J21 MASTIC ASPHALT ROOFING/INSULATION/FINISHES					
	APP waterproofing or equal and approved water proofing agent laid in accordance with the manufacturers printed specifications; with and including a ten years guarantee					
	Roofing to falls and cross falls not exceeding 15 degrees from horizontal;					
c	To gutter over 300 mm wide;	176	m2			
d	50 x 50 mm angle fillet dressing at joints;	69	m			
e	200 mm wide skirtings and dressings around fulbora pipe outlets;	15	m			
	H70 MALLEABLE METAL SHEETPREBONDED COVERINGS					
	Supply and fix galvanised, gauge 26, IT5 pre-painted metal roofing sheet covering; with heavy weight double sided 2 way reinforced fire redundant aluminium foil insulation from approved manufacturer (m.s) and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto steel structure with all necessary curvatures, hoisting, placing and connections;					
	Coverings; fixing every tile on every fourth course with bolt; to 75 mm laps;					
f	Sloping not exceeding 30 degrees from horizontal;	321	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS... ctd Sisalation insulation membrane in 5 mm thick closed cell polyethylene foam laminated with reinforced aluminium reflective foil; laid in accordance with the manufacturers printed instructions; Under roof coverings; Sloping not exceeding 45 degrees from horizontal;					
a		321	m2			
To Summary US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 12					
	Total from Page 13					
	Total from Page 14					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
a	External walling; 200 mm thick;	285	m2			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 16					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F31 PRECAST CONCRETE CILLS					
	Approved pre-cast concrete cill: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement;					
a	Cills; 265 x 50 mm thick cill; once weathered and throated;	16	m			
	LOUVERED ALUMINIUM WINDOWS					
	Supply and fix powder coated Aluminum Window; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery;					
b	Window Overall size 2,400 x 2,000 mm high; to architects detail;	6	No.			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 18					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
a	L20 DOORS					
	LOUVERED ALUMINIUM DOORS Supply and fix 75 x 50 mm powder coated aluminium frame door complete with complete with 45 degrees angled aluminium fixed louvres; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion; Door overall size 2500 x 2400 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	2	No			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 20					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED					
	Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	External surfaces;					
a	Gutters; over 300 mm wide;	331	m2			
b	Beams; Over 300 mm wide;	28	m2			
c	Walls; over 300 mm wide;	285	m2			
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	12 mm thick in 2 No coats work; to concrete or blockwork base (m/s); generally to internal surfaces;					
d	Walls; over 300 mm wide;	285	m2			
e	Beams; Over 300 mm wide;	43	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	Prepare by skimming plastered surface; apply one undercoat; two coats of PolyVinyl Acetate based emulsion paint as ideal paints, basco paints, crown paints, or equal and approved;					
	Steel trowelled plastered surfaces;					
a	Walls; over 300 mm wide;	285	m2			
b	Beams; Over 300 mm wide;	43	m2			
	PAINTING RENDER					
	Prepare and apply one undercoat; two finishing coat of textured special effect paint of approved quality;					
	Steel trowelled plastered surfaces;					
c	Gutters; over 300 mm wide;	331	m2			
d	Beams; Over 300 mm wide;	43	m2			
e	Walls; over 300 mm wide;	285	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 22					
	Total from Page 23					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING					
	M10 SAND CEMENT /CONCRETE SCREEDS					
	CEMENT AND SAND					
	20 mm thick backing; wood floated to receive Terrazzo floor finish; (m/s) to concrete or block work base generally;					
a	Over 300 mm wide;	233	m2			
b	100 mm high skirting;	67	m			
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC					
	20mm thick polished terrazzo paving of approved colour; cement and local marble chippings; machine polished smooth with and including plastic dividing strips at approved centres;					
c	Over 300 mm wide;	233	m2			
d	100 mm high Skirting;	67	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 25					
To Summary US\$						

PROPOSED KISII CANCER CENTER

		Qty	Unit	Rate	US\$	CTS
	Summary					
	SUBSTRUCTURES Page 7					
	FRAME Page 11					
	ROOF Page 15					
	WALLS Page 17					
	WINDOWS Page 19					
	DOORS Page 21					
	WALL FINISHES Page 24					
	FLOOR FINISHES Page 26					
Total for Bill US\$						

SECTION V
PART NO. 7
POWER HOUSE

		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	314	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	314	m2			
	Excavations for Strip footing Foundation;					
c	Not exceeding 1.5 m deep starting from reduced level;	87	m3			
	Extra over excavation irrespective of depth for breaking out;					
d	Soft rock;	3	m3			
e	Hard rock;	5	m3			
To Collection US\$						

PROPOSED KISII CANCER CENTER			SUBSTRUCTURE (ALL PROVISIONAL)			
		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; continued ...					
	DISPOSAL					
a	Excavated material; Off site to contractor's tip;	38	m3			
	FILLING TO EXCAVATIONS					
b	Return fill and Ram	49	m3			
	HARDCORE					
	Filling in and Making up levels well rolled and compacted to 100% maximum dry density					
c	Over 300mm thick; depositing to approval	95	m3			
	QUARY DUST					
d	Blinding on surfaces of Hardcore fill; 50mm thick;	271	m2			
	HERBICIDES / INSECTICIDES					
	Applying to surfaces					
e	Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	271	m2			
	SURFACE TREATMENTS					
	Planking and Strutting					
f	Labour and materials; to uphold the sides of excavations; generally		item			
	Disposal of Water					
g	Labour and materials; Keeping excavations free from general water		item			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To strip footing Foundation;					
a	Generally;	58	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Strip Footing Foundation;					
b	Generally;	12	m3			
	Floor bed;					
c	150 mm thick;	271	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
a	Sides of Strip Footing Foundation; Over 300 mm wide;	39	m2			
b	Edges of Floor Bed; Over 75 mm but not exceeding 150 mm wide;	73	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Fabric reinforcement to BS 4483; reference A 142 mesh weight 2.22kgs per square metre (measured net - no allowance made for laps); including bends, tying wire, distance blocks and spacers;					
a	Over 300 mm wide;	271	m2			
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
b	8 mm Diameter;	203	Kg			
c	10 mm Diameter;	361	Kg			
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	Walls					
d	200 mm thick	131	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR STONE WALLING					
	DAMP PROOF COURSES					
	B.S. 743; type A; bitumen hessian base; 150mm laps;					
	Horizontal; 1 No of layer(s)					
a	200 mm wide; bedded in cement mortar (1:3)	97	m			
	DAMP PROOF MEMBRANES					
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;					
	Horizontal; 1 No of layer(s)					
b	Over 300 mm wide; bedded in cement mortar (1:3)	271	m2			
	M10 SAND CEMENT /RENDERING					
	20 mm thick Cement and sand (1:3) rendering; finishing trowelled smooth					
	Walls					
c	Over 300 wide	73	m2			
	M12 TROWELLED BITUMEN					
	Lightweight bituminous insulating paint;					
	Walls					
d	Over 300 wide; external	73	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Ring Beams					
a	Generally;	6	m3			
	Gutters					
b	Generally;	41	m3			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Ring beams;					
a	Over 300 mm wide;	77	m2			
	Sides and soffits of gutters;					
b	Over 300 mm wide;	349	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; Round; Ribbed; cold worked; B.S. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
a	8 mm Diameter;	248	Kg			
b	10 mm Diameter;	5,754	Kg			
c	16 mm Diameter;	918	Kg			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 8					
	Total from Page 9					
	Total from Page 10					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	G10 STRUCTURAL STEEL FRAMING (PROVISIONAL)					
	FRAMING FABRICATION					
	Truss Frame Fabrication (Hoisted and Fixed to height not exceeding 13,000mm above ground floor level)					
	The following in 23 No. Trusses type T1;					
a	60 x 60 x 3mm SHS Top and Bottom Members; (5.37 kg/Lm)	2230	kg			
b	50 x 50 x 2.5 mm SHS ; Internal Members (3.71 Kg/Lm)	982	kg			
	Purlins;					
c	ZS10 Purlins 50.8 x177.8 x 22.2 mm at 1200mm c/c ; Members (5.9kg/Lm)	1510	kg			
	Plates, Cleats, Bolts and the like;					
d	Allow for plates, cleats, bolts, angle lines and bracings;	472	kg			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H31 METAL PROFILED/FLAT SHEETCLADDING/COVERING					
	FULBORA OUTLETS					
	Gutters and linings					
a	150 mm diameter galvanized mild steel fulbora rainwater outlet at 5000 mm centres complete with dome type grating, flange, raising ring, pvc adapter, mesh trap and other accessories including connecting to down pipe;	16	No			
	Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;					
b	Heavy gauge; 150mm diameter grey down pipe;	58	m			
	J21 MASTIC ASPHALT ROOFING/INSULATION/FINISHES					
	APP waterproofing or equal and approved water proofing agent laid in accordance with the manufacturers printed specifications; with and including a ten years guarantee					
	Roofing to falls and cross falls not exceeding 15 degrees from horizontal;					
c	To gutter over 300 mm wide;	186	m2			
d	50 x 50 mm angle fillet dressing at joints;	73	m			
e	200 mm wide skirtings and dressings around fulbora pipe outlets;	16	m			
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS					
	Supply and fix galvanised, gauge 26, IT5 pre-painted metal roofing sheet covering; with heavy weight double sided 2 way reinforced fire redundant aluminium foil insulation from approved manufacturer (m.s) and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto steel structure with all necessary curvatures, hoisting, placing and connections;					
	Coverings; fixing every tile on every fourth course with bolt; to 75 mm laps;					
f	Sloping not exceeding 30 degrees from horizontal;	352	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	H70 MALLEABLE METAL SHEET PREBONDED COVERINGS... ctd Sisalation insulation membrane in 5 mm thick closed cell polyethylene foam laminated with reinforced aluminium reflective foil; laid in accordance with the manufacturers printed instructions; Under roof coverings; Sloping not exceeding 45 degrees from horizontal;					
a		352	m2			
To Summary US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 12					
	Total from Page 13					
	Total from Page 14					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F21 NATURAL STONE / MASONRY WALLING					
	Approved local stone; squared; machine cut or fine chisel dressed; bedding and jointed in cement sand mortar (1:4);					
	External walling;					
a	200 mm thick;	330	m2			
	Internal walling;					
b	200 mm thick;	89	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WALLS	
		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 16					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F31 PRECAST CONCRETE CILLS Approved pre-cast concrete cill: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement; Cills; 265 x 50 mm thick cill; once weathered and throated;	13	m			
a						
	LOUVERED ALUMINIUM WINDOWS Supply and fix powder coated Aluminum Window; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery; Window Overall size 2,400 x 2,000 mm high; to architects detail;	5	No.			
b						
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 18					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	L20 DOORS					
	LOUVERED ALUMINIUM DOORS					
	Supply and fix 75 x 50 mm powder coated aluminium frame door complete with complete with 45 degrees angled aluminium fixed louvres; including reinforcing cleats and all necessary ironmongery; fixing with steel screws; plugging or fixing to concrete, block work or stone work; sealing with mastic; oiling and adjusting on completion;					
a	Door overall size 2500 x 2400 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	6	No			
b	Door overall size 900 x 2400 mm high double leaf; in two equal leaves; complete with 3no. Heavy duty aluminium hinges, 3 lever door lock as 'ASSA ABLOY' or equal and approved and aluminium satin finish handle; all to architect's details	1	No			
To Collection US\$						

	Collection	Qty	Unit	Rate	US\$	CTS
	Total from Page 20					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED					
	Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	External surfaces;					
a	Gutters; over 300 mm wide;	349	m2			
b	Beams; Over 300 mm wide;	31	m2			
c	Walls; over 300 mm wide;	330	m2			
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth;					
	12 mm thick in 2 No coats work; to concrete or blockwork base (m/s); generally to internal surfaces;					
d	Walls; over 300 mm wide;	507	m2			
e	Beams; Over 300 mm wide;	46	m2			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	M60 PAINTING/CLEAR FINISHING					
	PAINTING PLASTER					
	Prepare by skimming plastered surface; apply one undercoat; two coats of PolyVinyl Acetate based emulsion paint as ideal paints, basco paints, crown paints, or equal and approved;					
	Steel trowelled plastered surfaces;					
a	Walls; over 300 mm wide;	507	m2			
b	Beams; Over 300 mm wide;	46	m2			
	PAINTING RENDER					
	Prepare and apply one undercoat; two finishing coat of textured special effect paint of approved quality;					
	Steel trowelled plastered surfaces;					
c	Gutters; over 300 mm wide;	349	m2			
d	Beams; Over 300 mm wide;	31	m2			
e	Walls; over 300 mm wide;	330	m2			
To Collection US\$						

PROPOSED KISII CANCER CENTER					WALL FINISHES	
		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 22					
	Total from Page 23					
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING					
	M10 SAND CEMENT /CONCRETE SCREEDS					
	CEMENT AND SAND					
	20 mm thick backing; wood floated to receive Terrazzo floor finish; (m/s) to concrete or block work base generally;					
a	Over 300 mm wide;	250	m2			
b	100 mm high skirting;	126	m			
	M40 STONE /CONCRETE /QUARRY /CERAMIC TILING/MOSAIC					
	20mm thick polished terrazzo paving of approved colour; cement and local marble chippings; machine polished smooth with and including plastic dividing strips at approved centres;					
c	Over 300 mm wide;	250	m2			
d	100 mm high Skirting;	126	m			
To Collection US\$						

		Qty	Unit	Rate	US\$	CTS
	Collection					
	Total from Page 25					
To Summary US\$						

PROPOSED KISII CANCER CENTER

		Qty	Unit	Rate	US\$	CTS
	Summary					
	SUBSTRUCTURES Page 7					
	FRAME Page 11					
	ROOF Page 15					
	WALLS Page 17					
	WINDOWS Page 19					
	DOORS Page 21					
	WALL FINISHES Page 24					
	FLOOR FINISHES Page 26					
Total for Bill US\$						

SECTION V

PART NO. 8

R.C. UNDERGROUND WATER TANK

PROPOSED KISII CANCER CENTER			UNDERGROUND WATER TANK			
		Qty	Unit	Rate	US\$	CTS
	Underground Water Tank					
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;					
a		184	m2			
	EXCAVATING					
	Bulk excavation for septic tank;					
	Depth not exceeding 1.5m deep starting from existing ground level					
b		331	m3			
	Ditto but depth over 1.5m but not exceeding 3.0m deep starting from ground level					
c		188	m3			
	Extra over excavation irrespective of depth for breaking out;					
d	Soft rock;	21	m3			
e	Hard rock;	31	m3			
To Summary US\$						

PROPOSED KISII CANCER CENTER			UNDERGROUND WATER TANK			
		Qty	Unit	Rate	US\$	CTS
	DISPOSAL					
	Surplus excavated material;					
a	Off site to contractor's tip;	503	m3			
	SURFACE TREATMENTS					
	Planking and Strutting					
b	Labour and materials; to uphold the sides of excavations; generally		Item			
	Disposal of Water					
c	Labour and materials; Keeping excavations free from general water		Item			
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	50 mm thick mass concrete 1:3:6 foundation blinding;					
	To Tank base;					
d	Generally;	184	m2			
	Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3;					
	Tank Base;					
e	Generally;	55	m3			
	Sump Base;					
f	Generally;	3	m3			
	R.C. walls;					
g	200 mm thick;	125	m2			
	Suspended slab;					
h	200 mm thick;	152	m2			
To Summary US\$						

PROPOSED KISII CANCER CENTER			UNDERGROUND WATER TANK			
		Qty	Unit	Rate	US\$	CTS
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Soffits of Suspended Slab;					
a	Generally;	54	m2			
	Sides of R.C. walls;					
b	Over 300 mm wide;	250	m2			
	Edges of Suspended slab;					
c	Over 75 mm but not exceeding 150 mm girth;	54	m			
	Edges of Tank Base;					
d	Over 300 mm wide;	16	m2			
	Edges of Sump Base;					
e	Over 225 mm but not exceeding 300 mm girth;	7	m2			
	Boxing Formwork;					
f	Extra over for boxing formwork in 150 mm thick slab for 600 x 600 mm openings	3	No			
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
g	8 mm Diameter;	4,416	kg			
h	10 mm Diameter;	7,728	kg			
i	12 mm Diameter;	9,936	kg			
To Summary US\$						

PROPOSED KISII CANCER CENTER			UNDERGROUND WATER TANK			
		Qty	Unit	Rate	US\$	CTS
	F30 ACCESSORIES AND SUNDRY ITEMS FOR BRICK, BLOCK AND STONE WALLING					
	Waterproofing;					
	Crystalline based waterproofing material; approved; laid in accordance with the suppliers printed specifications and to the approval of the Engineer; on and including 10 years guarantee;					
a	50 mm thick to Tank Base and Top slab;	622	m2			
b	Ditto to retaining walls;	125	m2			
c	50 x 50 mm angle fillet dressing at joints;	54	m			
	Water bars					
	Approved PVC bulb-edge strip and approved water bar, in concrete laid to manufacturers specifications;					
d	150 mm wide;	54	m			
	M20 PLASTERED /RENDERED					
	Plaster; cement and sand ; steel trowelled;					
	12 mm thick plaster; cement and sand (1:3); steel trowelled hard and smooth; (m/s) to concrete or block work base generally;					
e	Over 300 mm wide;	125	m2			
	M10 SAND CEMENT /CONCRETE SCREEDS					
	CEMENT AND SAND					
	32 mm thick screed; cement and sand (1:3); steel trowelled hard and smooth; (m/s) to concrete or block work base generally;					
f	Over 300 mm wide;	622	m2			
	ACCESS MANHOLES					
g	Water tight 600 x 600 mm PVC Medium duty manhole cover and frame	3	No			
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	Summary					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
Total for Bill US\$						

SECTION V

PART NO. 9

EXTERNAL WORKS

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	Paving					
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
a	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;	3854	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	Excavate 200 mm average depth starting from existing ground level;	3854	m2			
	Bulk Excavations to reduced levels;					
c	Depth not exceeding 1.5m deep starting from Stripped level	2312	m2			
	DISPOSAL					
	Excavated material;					
d	Remove from site to contractor's tip for disposal	2312	m3			
	FORMATION OF SUB-BASE/SURFACING					
	IMPORTED FILL					
	400 mm thick imported murrum material base; well compacted and laid to required falls and cambers; depositing and compacting in layers maximum 150mm thick appropriate falls to 95% maximum dry density; all to approval of the Structural Engineer;	1541	m3			
f	200 mm thick Gravel ;well compacted and laid to required falls and cambers; depositing and compacting in layers maximum 150mm thick appropriate falls to 95% maximum dry density; all to approval of the Structural Engineer;	3854	m2			
g	200 mm thick Crushed stone ;well compacted and laid to required falls and cambers; depositing and compacting in layers maximum 150mm thick appropriate falls to 95% maximum dry density; all to approval of the Structural Engineer;	3854	m2			
	SAND BLINDING					
	Blinding on surfaces to receive paving blocks;					
h	50 mm thick;	3854	m2			
To Summary US\$						

PROPOSED KISII CANCER CENTER				EXTERNAL WORKS	
		Qty	Unit	Rate	US\$ CTS
	Q PAVING/PLANTING/FENCING/SITE FURNITURE				
	Q10 Kerbs/Edgings/Channels/paving accessories				
	Precast concrete; normal; class 20/(20 mm); vibrated; part surface fair finish; kerbs; sprayed; B.S. 340; bedding, jointing and pointing in cement, sand mortar (1:3); including all necessary formwork, excavations and disposal;				
a	125 x 250 mm high half battered; on and including 100 mm thick plain insitu concrete class 20/(20mm) haunched base and back 325 mm wide;	913	m		
b	Ditto but curved to any radius;	72	m		
	Channel; B.S. 340; bedding, jointing and pointing in cement: sand mortar (1:3); including all necessary excavation, disposal and formwork;				
c	125 x 100 mm precast concrete flush channel laid flat including plain insitu concrete class 20/(20 mm) base and 100 mm thick haunch; 300 mm girth	913	m		
d	Ditto but curved to any radius;	72	m		
	Q24 Interlocking brick/block roads/Cabro pavings				
	Approved 80 mm thick (45N/mm ²) heavy duty concrete interlocking blocks; herring bone pattern; laid to manufacturer's specifications;				
e	Roads and surface parking; to falls crossfalls; Horizontal;	3854	m2		
	Storm Water Drainage				
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)				
	Excavate trenches for Rectangular channel drain;				
f	750 mm wide; depth not exceeding 1.5 m deep; return, fill and ram soft soil around drain and cart away surplus spoil	444	m		
	F50 PRECAST CONCRETE WATER CHANNELS AND PIPES				
	PRECAST CONCRETE WATER CHANNELS				
	Precast concrete water channels and drains; invert block drain; in concrete class 20 / (20 mm); vibrated; jointed and bedded in cement / sand (1:3) mortar and laid on and including 100 mm thick compacted gravel;				
g	450 mm wide x 450 mm deep x 150 mm thick (internal dimension); 150 mm thick bed; Including 500 x 450 x 150 mm thick Precast concrete cover slabs;	397	m		
h	450 mm wide x 450 mm deep x 150 mm thick (internal dimension); 150 mm thick bed; Including gully grating cover made of 35 x 8 mm thick mild steel;	46	m		
				To Summary US\$	

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
a	Culverts					
	Access Culverts: consisting of 150 mm thick Type 'D' class to 300 mm diameter pipes; 150mm thick 20 / (20 mm) bed, 200 mm thick chisel dressed masonry headwalls, wingwalls, aprons, toewalls and drop inlets in cement sand (1:3) mortar; concrete class15/20 in benching and channelling for 450 mm diameter pipe; 20 mm cement sand rendering to sides and bottoms; including all necessary excavations, formwork, approved filling, compaction and cart away;					
	Precast concrete pipes to BS 556, part 2, Ogee joints in the running length, standard BS 556 yarn and cement mortar (1:3) joints	155	m			
	Foul Water Drainage					
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)					
b	EXCAVATING TRENCHES TO RECEIVE PIPES					
	Excavations for pipe;					
	250 mm diameter; depth not exceeding 1.5 m deep; Return fill and ram soft soil around pipe and cart away surplus spoil;	104	m			
c	Ditto but over 1.5 m but not exceeding 3.0 m deep;	135	m			
d	PVC PIPES					
	Plain concrete 1:3:6 (25 mm aggregate) bed and surround to 250 mm diameter pipe;	239	m			
	250 mm diameter Golden brown PVC soil pipes laid down to trench	239	m			
To Summary US\$						

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	F50 PRECAST CONCRETE CHANNELS/PIPES					
	MANHOLES					
	Ring manhole consisting of concrete class 20/ (20 mm), comprising 100 mm thick surround to sides, 150 mm thick bed, benching for 200 mm diameter pipe, 12 mm thick cement/sand (1:3) rendering to sides and bottom, 1200 mm diameter x 60 mm thick standard precast concrete class 20/ (20 mm) rings and cover slab bedded and jointed in cement /sand (1:3); standard type step irons BSS 1247 pattern at 300 mm centres; including all necessary excavations, formwork, approved filling and carting away; all to structural engineer's detail;					
a	1200 mm internal diameter; 1000 mm average depth to invert level;	3	No			
b	1200 mm internal diameter; 1500 mm average depth to invert level;	3	No			
c	Heavy duty water tight 600 x 600 mm triangular polysynthetic manhole cover and frame set in concrete slab;	6	No			
	Boundary Wall					
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)					
	SITE PREPARATION;					
	Clearing site vegetation, including cutting shrubs, small trees, hedges etc. and cutting away to designated area or to contractor's tip					
d	Generally	450	m2			
	EXCAVATING					
	Topsoil for preservation;					
e	Excavate 150 mm average depth starting from existing ground level;	450	m2			
	Excavation for Strip Footing;					
f	Not exceeding 1.5 m deep from Stripped level;;	499	m3			
	Excavation for column bases;					
g	Not exceeding 1.5 m deep from stripped level;;	353	m3			
h	Over 1.5 m but not exceeding 3.0 m deep from stripped level;	24	m3			
To Summary US\$						

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	D20 EXCAVATING AND FILLING; (ALL PROVISIONAL)...Continued					
	Extra over excavation irrespective of depth for breaking out;					
a	Soft rock;	105	m3			
b	Hard rock;	157	m3			
	Disposal					
	Material arising from the excavations					
c	Remove from site to contractor's tip for disposal;	271	m3			
	FILLING TO EXCAVATIONS					
d	Selected excavated material to make up levels compacted in layers not exceeding 225mm to approval of the Structural Engineer;	438	m3			
	Planking and Strutting					
e	Labour and Materials; to uphold the sides of excavations; generally		Item			
	Disposal of Water					
f	Labour and Materials: Keeping excavations free from general water;		Item			
	HERBICIDES / INSECTICIDES					
	HERBICIDES					
	Applying to surfaces					
g	Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	450	m2			
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY					
	PLAIN					
	Mass concrete mix 1:3:6					
h	50 mm blinding to column bases;	235	m2			
i	50 mm blinding to strip footing;	333	m2			
	Reinforced concrete; class 20 (20mm agg); mix 1:1.5:3;					
	Strip Foundation					
j	Generally	67	m3			
	Column Bases					
k	Generally	59	m3			
To Summary US\$						

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY...Continued					
	Reinforced concrete; class 20 (20mm agg); mix 1:1.5:3;					
	Columns in foundations					
a	Generally	11	m3			
	Columns					
b	Generally	18	m3			
	Ground beam					
c	Generally	44	m3			
	E20 FORMWORK FOR IN SITU CONCRETE					
	SAWN FORMWORK					
	Sides of Strip Footing;					
d	Over 300 mm wide;	222	m2			
	Column Bases					
e	Over 300 mm wide;	196	m2			
	Columns in foundations					
f	Over 300 mm wide;	198	m2			
	Columns					
g	Over 300 mm wide;	330	m2			
	Ground beam;					
h	Over 300 mm wide;	443	m2			
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	Bars; Round Ribbed Bars; cold worked; B.S. 4461 including bends, hooks, tying wire, distance blocks and spacers;					
i	8 mm Diameter;	9,950	Kg			
j	10 mm Diameter;	27,363	Kg			
k	12 mm Diameter;	12,437	Kg			
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	MASONRY					
	Approved local stone; squared; machine cut ; bedding and jointing in cement sand mortar (1:4) and recessed pointing one side in cement sand mortar (1:4) as work proceeds.					
	Walling;					
a	200 mm thick; In foundations;	554	m2			
b	200 mm thick;	1,039	m2			
	E40 DESIGNED JOINTS FOR IN SITU CONCRETE					
	JOINTS					
	Fillers					
	20 mm thick expansion joint with flexcell joint filler between concrete/masonry surfaces or similar including all necessary supports to Engineer's approval;					
c		14	m2			
	F30 Accessories/Sundry items for brick/block/stone walling					
	Damp proof courses bedded in cement mortar					
	Polythene; 1000 gauge; 150 mm laps; no allowance made for laps					
d	Horizontal; 200 mm wide;	462	m			
	F31 Precast concrete sills/lintels/copings/features					
	Copings					
	300 x 75 mm thick precast concrete class 20/20 coping, splayed top; weathered and twice throated; finished fair on exposed surfaces bedded straight on masonry walls;					
e	Straight	462	m			
	Column caps					
	Precast concrete class 20/20 coping, splayed top; weathered and twice throated; finished fair on exposed surfaces bedded on columns;					
f	500 x 500 x 75 mm	136	No			
To Summary US\$						

PROPOSED KISII CANCER CENTER				EXTERNAL WORKS		
		Qty	Unit	Rate	US\$	CTS
	M20 PLASTERED /RENDERED Render; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement sand and lime putty (1:10); steel trowelled smooth; External surfaces; Walls; Over 300 mm wide; Columns; Over 300 wide;	2,078	m2			
a						
b		275	m2			
	PAINTING RENDER Prepare and apply one undercoat; two coats vinyl emulsion external paint to crown paints or equal and approved; Walls; over 300 mm wide; Columns; over 300 mm wide;	2,078	m2			
c						
d		275	m2			
	METAL WORK STANDARD UNITS Mild steel grille comprising 50 x 50 x 2.5 mm SHS welded at 163 mm centres horizontally, including fixing to wall with metal lugs; Overall size 3,500 x 800 mm high; to Architect's drawing	59	No.			
e						
	M60 PAINTING/CLEAR FINISHING Prepare and apply one undercoat and two finishing coats of gloss oil paint; Generally metal surfaces; Over 300 mm wide; both sides measured;	330	m2			
f						
To Summary US\$						

PROPOSED KISII CANCER CENTER				EXTERNAL WORKS	
		Qty	Unit	Rate	US\$ CTS
	MAIN GATE MILD STEEL GATE Mild steel gate in two equal leaves; comprising of 25x25x2mm RHS horizontals @189mm centres to receive undercoat and steel grey paint finish: 25x25x2mm RHS random verticals to receive undercoat and steel grey paint finish: 150x50x2mm RHS outer framing to receive undercoat and steel grey paint finish with 2mm MS plate sandwiched between 25x25x2mm RHS horizontals and verticals to receive undercoat and steel grey paint finish to Architects details a Overall size, 5500 x 3000mm high MILD STEEL PEDESTRIAN GATE Single leaf mild steel pedestrian gate; comprising of 25x25x2mm RHS horizontals @189mm centres to receive undercoat and steel grey paint finish: 25x25x2mm RHS random verticals to receive undercoat and steel grey paint finish: 150x50x2mm RHS outer framing to receive undercoat and steel grey paint finish with 2mm MS plate sandwiched between 25x25x2mm RHS horizontals and verticals to receive undercoat and steel grey paint finish to Architects details b Overall size, 1100 x 3000mm high Power Reticulation EXCAVATING TRENCHES TO RECEIVE PIPES Excavations for pipe; 2 No. 150 mm diameter; depth not exceeding 1.5 m deep; Return fill and ram soft soil around pipe and cart away surplus spoil; c d Ditto but 8 No. 150 mm diameter; e Ditto but 5 No. 150 mm diameter; f Ditto but 3 No. 150 mm diameter; g Ditto but 2 No. 100 mm diameter; h Ditto but 3 No. 100 mm diameter;				
		2	No		
		2	No		
		244	m		
		14	m		
		12	m		
		83	m		
		237	m		
		190	m		
To Summary US\$					

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	PVC PIPES					
a	Plain concrete 1:3:6 (25 mm aggregate) bed and surround to 150 mm diameter pipe;	825	m			
b	Plain concrete 1:3:6 (25 mm aggregate) bed and surround to 100 mm diameter pipe;	1043	m			
c	150 mm diameter Golden brown PVC pipes laid down to trench	825	m			
d	100 mm diameter Golden brown PVC pipes laid down to trench	1043	m			
	Manholes					
	Inspection chambers: consisting of 200 mm thick class 20 / (20 mm) bed, 200 mm thick masonry walling in cement sand (1:3) mortar, 150 mm thick suspended cover slab reinforced with 8 mm diameter mild steel bars at 300 c/c both ways; concrete class 'Q' benching and channelling for 225 mm diameter pipe; 20 mm cement sand rendering to sides and bottoms; complete with 600 x 600 mm heavy duty cover (m/s) including all necessary excavations, formwork approved filling and cart away; all according to Structural					
e	1000 x 1000 mm internal dimensions; 1000 mm average depth to invert level;	16	No			
f	800 x 800 mm internal dimensions; 800 mm average depth to invert level;	10	No			
	ACCESS MANHOLES					
g	Water tight 600 x 600 mm PVC Medium duty manhole cover and frame	26	No			
To Summary US\$						

PROPOSED KISII CANCER CENTER					EXTERNAL WORKS	
		Qty	Unit	Rate	US\$	CTS
	Retaining walls					
	D20 EXCAVATING AND FILLING;					
	SITE PREPARATION;					
	Clearing site vegetation, grubbing up roots and filling up voids left with selected excavated material;					
	Bushes, shrubs, undergrowth or the like and cart away from site including cutting down trees not exceeding 900mm girth;					
a		2,276	m2			
	EXCAVATING					
	Topsoil for preservation;					
b	200 mm average depth starting from existing ground level;	2,276	m2			
	Bulk Excavations;					
c	Not exceeding 1.5 m deep starting from stripped level;	2,129	m3			
d	Over 1.5 m deep but not exceeding 3.0m deep;	1,889	m3			
e	Over 3.0 m but not exceeding 4.5 m deep;	229	m3			
	Extra over excavation irrespective of depth for breaking out;					
f	Soft rock;	510	m3			
g	Hard rock;	764	m3			
	DISPOSAL					
	Excavated material;					
h	Off site to contractor's tip;	4,247	m3			
	FILLING TO EXCAVATIONS					
	APPROVED MURRAM FILL					
i	Imported approved murrum material to make up levels compacted in layers not exceeding 225mm to approval of the Structural Engineer;	1,062	m3			
To Summary US\$						

PROPOSED KISII CANCER CENTER				EXTERNAL WORKS	
		Qty	Unit	Rate	US\$ CTS
	HERBICIDES / INSECTICIDES Applying to surfaces Apply anti-termite treatment; approved; in accordance with manufacturers' printed specifications and ten years guarantee;	556	m2		
a					
	SURFACE TREATMENTS Planking and Strutting Labour and materials; to uphold the sides of excavations; generally		item		
b					
	Disposal of Water Labour and materials; Keeping excavations free from general water		item		
c					
	E05 IN SITU CONCRETE CONSTRUCTION GENERALLY 50 mm thick mass concrete 1:3:6 foundation blinding; To Retaining Wall bases;				
d		556	m2		
	Generally; Vibrated Reinforced Concrete; Class 25(20mm agg); mix 1:1.5:3; Retaining wall Bases;				
e		223	m3		
	Generally; Retaining walls;				
f	300 mm thick;	894	m2		
	E20 FORMWORK FOR IN SITU CONCRETE SAWN FORMWORK Sides of Retaining wall Bases;				
g		239	m2		
	Over 300 mm wide; Retaining walls;				
h	Over 300 mm wide;	3,039	m2		
				To Summary US\$	

		Qty	Unit	Rate	US\$	CTS
	E30 REINFORCEMENT FOR IN SITU CONCRETE					
	REINFORCEMENT					
	Bars; Round; Ribbed; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;					
	Deformed Bars					
a	8 mm Diameter;	12,513	Kg			
b	10 mm Diameter;	15,849	Kg			
c	12 mm Diameter;	8,342	Kg			
d	16 mm Diameter;	15,015	Kg			
e	20 mm Diameter;	18,352	Kg			
f	25 mm Diameter;	13,347	Kg			
To Summary US\$						

		Qty	Unit	Rate	US\$	CTS
	Summary					
	Total from Page 1					
	Total from Page 2					
	Total from Page 3					
	Total from Page 4					
	Total from Page 5					
	Total from Page 6					
	Total from Page 7					
	Total from Page 8					
	Total from Page 9					
	Total from Page 10					
	Total from Page 11					
	Total from Page 12					
	Total from Page 13					
Total for Bill US\$						

SECTION V

PART NO. 10

PROVISIONAL SUMS AND ON COSTS ON
PRIME COST SUMS

NO.	DESCRIPTION			
	<u>PART NO. 10</u> <u>PROVISIONAL SUMS</u> <u>NOTES:</u> 1. The following sums may be expended in whole or in part at the sole discretion and on the sole written authority of the Project Manager. 2. The following sums are exclusive of 16% V.A.T. <u>Provide Provisional Sums to cover the cost of the following items to be carried out at Main Contractor's Bill rates or rates pro-rata thereto:</u> A <u>Site Sign Board</u> US\$ 741.76 only for Site Sign Board; B <u>Joinery Fittings</u> US\$ 33,379.33 only for joinery fittings; C <u>Signage</u> US\$ 7,417.63 only for the Signage to Architect's details; D <u>Gate House</u> US\$ 44,505.78 only for the Gate House to Architect's details; E <u>Hot Extraction Tanks</u> US\$ 33,379.33 only for the Reinforced Concrete Hot Extraction Tanks including connection to services; F <u>Pass Boxes</u> US\$ 51,750.91 only for Clean Room Pass Boxes to Architect's details; G <u>Landscaping</u> US\$ 37,088.15 only for Landscaping to architects detail; H <u>Contingencies</u> US\$ 474,383.30 only for contingencies to cover cost of any unforeseen or minor additional works;			
		Item		741.76
		Item		33,379.33
		Item		7,417.63
		Item		44,505.78
		Item		33,379.33
		Item		51,750.91
		Item		37,088.15
		Item		474,383.30
	Total Amount of Element No. 1 Provisional Sums Carried to Part Summary			682,646.19

NO.	DESCRIPTION
	<u>SUMMARY</u> <u>PROVISIONAL SUMS</u> 1 Provisional Sums 682,646.19 2 On Costs on PC Sums Sub Total
	TOTAL FOR PROVISIONAL SUMS TO MAIN SUMMARY

SECTION V
PART NO. 11
PRIME COST SUMS

NO.	DESCRIPTION	AMOUNT (US\$)						
	<u>PART NO. 11</u> <u>PRIME COST SUMS</u> <u>NOTES:</u> 1. The following Sums may be expended in whole or in part or may be deleted from the Contract at the sole discretion and on the sole written authority of the Project Manager. No claims for loss of profit in this respect will be entertained. 2. The following Sums <u>exclude</u> 16% V.A.T. Provide Prime Cost (P.C.) Sums to cover the cost of the following Sub-Contracts to be executed by <u>Nominated Specialist Sub-Contractors or Suppliers:</u>							
A	<u>ELECTRICAL INSTALLATIONS</u> <u>Electrical Installations Sub-Contract comprising of the following :-</u> <table> <tr> <td>.01 Electrical Installations</td><td>US\$</td><td>2,282,063.00</td></tr> <tr> <td colspan="2"></td><td>SUM</td></tr> </table>	.01 Electrical Installations	US\$	2,282,063.00			SUM	2,282,063.00
.01 Electrical Installations	US\$	2,282,063.00						
		SUM						
B	<u>MECHANICAL INSTALLATIONS</u> <u>Mechanical Installations Sub-Contract comprising of the following:-</u> <table> <tr> <td>.01 Mechanical Installations</td><td>US\$</td><td>1,643,085.00</td></tr> <tr> <td colspan="2"></td><td>SUM</td></tr> </table>	.01 Mechanical Installations	US\$	1,643,085.00			SUM	1,643,085.00
.01 Mechanical Installations	US\$	1,643,085.00						
		SUM						
C	<u>FURNITURE</u> <u>Furniture Sub-Contract comprising of the following:-</u> <table> <tr> <td>.01 Furniture</td><td>US\$</td><td>456,413.00</td></tr> <tr> <td colspan="2"></td><td>SUM</td></tr> </table>	.01 Furniture	US\$	456,413.00			SUM	456,413.00
.01 Furniture	US\$	456,413.00						
		SUM						
D	<u>HEALTH MANAGEMENT INFORMATION SYSTEM</u> <u>Health Management Information System Sub-Contract comprising of the following:-</u> <table> <tr> <td>.01 Health Management Information System</td><td>US\$</td><td>70,000.00</td></tr> <tr> <td colspan="2"></td><td>SUM</td></tr> </table>	.01 Health Management Information System	US\$	70,000.00			SUM	70,000.00
.01 Health Management Information System	US\$	70,000.00						
		SUM						
	TOTAL FOR PRIME COST SUMS TO MAIN SUMMARY US\$	4,451,561.00						

PART NO. 12

MAIN SUMMARY

Based on stated Completion of Seventy-Eight (78) **Calendar Weeks**.

PART NO. 12

SPECIFICATIONS

AND

BILLS OF QUANTITIES

FOR

PROPOSED KISII CANCER CENTER

FOR

KISII TEACHING AND REFERRAL HOSPITAL

MAIN SUMMARY

PART NO.	PART	PAGE NO.	US\$.	CTS.
	<u>BILLS OF QUANTITIES FOR: -</u>			
1	Particular Preliminaries	1/7		
2	General Preliminaries	2/29		
3	Main Block	3/33		
4	Chemotherapy Block	4/27		
5	Boiler House	5/23		
6	Medical Gases Plant room	6/23		
7	Power House	7/23		
8	Underground Water Tank	8/5		
9	External Works	9/14		
	<u>Sub-Total</u>	US\$		
10	Provisional Sums and On Cost on PC Sums	10/3		
11	Prime Cost Sums	11/1	4,451,561	00
	<u>TOTAL AMOUNT TO FORM OF TENDER</u>	US\$		

TOTAL AMOUNT IN WORDS UNITED STATES DOLLARS:

PART NO. 12
SPECIFICATIONS
AND
BILLS OF QUANTITIES
FOR
PROPOSED KISII CANCER CENTER
FOR
KISII TEACHING AND REFERRAL HOSPITAL
MAIN SUMMARY (Ctd).
(TENDER)

Signature of Tenderer

Name of Tenderer

Address

.....

Date

Signature of Witness

Name of Witness

Address

.....

Date