



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE AND PLANNING
PUBLIC PROCUREMENT REGULATORY AUTHORITY



General Conditions of Contract

for

Small Works

National Competitive Tendering

Public Procurement Regulatory Authority,
Kambarage Tower, 9th Floor, PSPF Road,
P.O. Box 2865, 41104 Dodoma,
TANZANIA.

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Preface

The General Conditions of Contract for construction of Small Works is part of the Standard Tendering Document (STD) prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of the Attorney General (OAG) and other professional bodies, primarily for use by Procuring Entities (PEs) in the procurement of Small Works through National Competitive Tendering (NCT) and other procedures as appropriate.

The General Conditions of Contract presented in this document have been developed through broad national and international experience, and are mandatory for use in contracts for construction of Small Works that are financed in whole or in part by public funds, and whose Contractor has been obtained in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

To obtain further information on the use of these General Conditions of Contract, contact:

The Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O. Box 2865,
DODOMA.

Tel: +255 26 2963854
e-mail: ceo@ppra.go.tz

Link to Website: <http://www.ppra.go.tz>

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION OF SMALL WORKS

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A: General		
1. Definition	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> a) The Adjudicator is the person appointed jointly by the Employer and the Contractor specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in GCC 31 and 32 hereunder. b) The Arbitrator is the person appointed by the appointing Authority specified in the Special Conditions of Contract (SCC) to resolve contractual disputes, and as provided for in GCC 32 hereunder. c) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender. d) Compensation Events are those events provided for in GCC 55. e) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1 f) The Commencement Date is the date when the Contractor shall commence execution of the Works as specified in the Notice of Contract Commencement. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time. g) The Contract is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below. h) The Contractor is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer. i) The Contractor's Tender is the completed tendering document submitted by the Contractor to the Employer. j) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. k) Days are calendar days; Months are calendar months. l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. m) A Defect is any part of the Works not completed in accordance with the Contract. n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. o) The Defects Liability Period is the period named in the SCC and calculated from the Completion Date. p) Drawings means the drawings of the works, as

		<p>included in the contract and any additional or modified drawings issued by (or on behalf of) the Employer in accordance with the contract.</p> <p>q) Effective Contract date is the date shown in the notice of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in Clause 3 of the GCC.</p> <p>r) The Employer is the person named as employer in the SCC and the legal successors in title to this person.</p> <p>s) Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>t) "ES" means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);</p> <p>u) Force Majeure means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances; and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager, in consultation with the employer, by issuing an extension of time or an acceleration order.</p> <p>w) Materials are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p>x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>y) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>z) "Sexual Exploitation and Abuse" "(SEA)" means the following:</p>
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		<p>aa) “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>bb) “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>cc) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel</p> <p>dd) The Site is the area where works are to be executed as specified in the SCC.</p> <p>ee) Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.</p> <p>ff) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>gg) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>hh) A Subcontractor is a person whether natural or legal who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>ii) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>jj) A Variation is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>kk) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the SCC , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> a) Form of Agreement, b) Letter of Acceptance c) Minutes of Negotiations d) Form of Tender e) Special Conditions of Contract, f) General Conditions of Contract, g) Specifications, h) Drawings, i) Bill of Quantities, j) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent to contract effectiveness	3.1	Having signed the Contract, it shall come into effect on contractor fulfilling the conditions precedent specified in the SCC .
	3.2	If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC .
5. Confidentiality	5.1	The Contractor, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

6. Project Manager's Role	6.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
7. Delegation	7.1	Unless otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor
8. Communications	8.1	Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the SCC .
9. Subcontracting	9.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.
10. Assignment	10.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
11. Liability of Joint Venture	11.1	If the Contractor constitutes a JVCA , consortium or other unincorporated grouping of two or more persons: These persons shall be jointly and severally liable to the Employer for the performance of the Contract; These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
12. Other Contractors	12.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
13. Personnel	13.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC , to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager, in consultation with the Employer, will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

	13.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
14. Employer's and Contractor's Risks	14.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
15. Employer's Risks	15.1	<p>From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p style="padding-left: 40px;">(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p style="padding-left: 40px;">(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination where the works are to be executed.</p>
	15.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
16. Contractor's Risks	16.1	From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

17. Insurance	17.1	The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	17.2	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	17.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	17.4	Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	17.5	Both parties shall comply with any conditions of the insurance policies.
18. Site Investigation Reports	18.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
19. Queries about Implementation of Contract	19.1	The Project Manager will clarify queries on all contractual matters.
20. Contractor to execute the Works	20.1	The Contractor shall execute and install the Works in accordance with the specifications and drawings.
21. Commencement and Completion of the Works	21.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Works Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
22. Approval by the Project Manager	22.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

	22.2	The Contractor shall be responsible for design of Temporary Works.
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	22.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	22.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	22.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.
23. Protection of the Environment	23.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	23.2	The Contractor shall take all necessary measures to: <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.
	23.3	The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.
	23.4	In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager
24. Labour Laws	24.1	The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
	24.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
25. Taxes and Duties	25.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC .
26. Health and Safety	26.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws.

	26.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
	26.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	26.4	The Contractor shall conduct an HIV-Aids awareness programme and any other pandemic, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.
27. Archaeological and Geological Findings	27.1	<p>All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <ul style="list-style-type: none"> (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Specification and relevant laws.
	27.2	The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
28. Possession of the Site	28.1	The Employer shall give possession of all parts of the Site to the Contractor.. If possession of a part is not given by the date stated in the SCC , the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.
29. Access to the Site	29.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
30. Instructions, Inspections and Audits	30.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract which comply with the applicable laws where the Site is located.

	30.2	The Contractor shall keep, and shall make all reasonable efforts to cause its Sub-contractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs
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	30.3	The Contractor shall permit the Government of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
	31.2	Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the SCC
32. Procedure for disputes	32.1	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	32.2	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If no party has referred the matter for arbitration within the above specified period, the decision of the Adjudicator shall become final and binding to the Parties.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the SCC .
33. Fees and Costs of Adjudicator	33.1	The Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
34. Replacement of Adjudicator	34.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
35. Security of the Site	35.1	Unless otherwise stated in the SCC, the Contractor shall be responsible for keeping unauthorized persons off the site, and authorized persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
B. Time Control		

36. Programme	36.1	Within the time stated in the SCC , the Contractor shall submit to the Project Manager for approval of a Work Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.
	36.2	The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period stated in the SCC . If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	36.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	36.4	The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events
	36.5	Unless otherwise stated in the SCC, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix A

	36.6	<p>Unless otherwise stated in the SCC, in addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub clause</p>
37. Extension of the Intended Completion Date	37.1	<p>The Project Manager, in Consultation with the Employer, may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p>
	37.2	<p>The Project Manager, in Consultation with the Employer, shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.</p>
	37.3	<p>In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.</p>

38. Acceleration	38.1	When the Employer wants the Contractor to finish the works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	38.2	In the event that the Contractor's priced proposals for an acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
39. Delays Ordered by the Project Manager	39.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works
	39.2	During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	39.3	The Project Manager may also notify the cause for the suspension.
40. Management Meetings	40.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	40.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
41. Early Warning Notice	41.1	The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	41.2	The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event(s) or circumstance(s) can be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.

C: Quality Control		
42. Identifying Defects	42.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
	42.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
43. Tests	43.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
44. Correction of Defects	44.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC , which begins from the Completion date.
	44.2	Every time notice of a Defect is given, the Contractor shall correct the notified Defects within the period of time specified in the Project Manager's notice.
45. Extension of Defect Liability Period	45.1	The Defects Liability Period may be extended by the Project Manager for as long as defects remain to be corrected.
46. Uncorrected Defects	46.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
D. Cost Control		
47. Bill of Quantities	47.1	The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning of the work to be performed by the Contractor.
	47.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
48. Changes in the Quantities	48.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	48.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

	48.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
49. Variations	49.1	All Variations shall be included in updated Work Programmes produced by the Contractor.
50. Payments for Variations	50.1	The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	50.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
	50.3	If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	50.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	50.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning Notice.
51. Cash Flow Forecasts	51.1	When the Works Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast may include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
52. Payment Certificates	52.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	52.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days of receipt of the certificate from the contractor.

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

<p>55. Compensation Events</p>	<p>55.1</p>	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date as per GCC 28.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Other Compensation Events described in the SCC.
	<p>55.2</p>	<p>If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>

	55.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
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	55.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
56. Effect of Changes in Tax Laws	56.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 50 .
	56.2	In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.
57. Price Adjustment	57.1	If applicable and stated in SCC , the amounts payable to the Contractor, pursuant to GCC53.1 may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	57.2	To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.

57.3	<p>The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:</p> $P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$ <p>where:</p> <p>“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the SCC ;</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;</p> <p>“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;</p> <p>“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</p> <p>“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.”</p>
57.4	<p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of ‘F’.</p> <p>Where $F = P_o \times P_c$</p>

	57.5	The sources of indices shall be those listed in the Appendix to Tender , as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his tender the tabulation of Weightings and Source of Indices in the Appendix to Tender , which shall be subject to approval by the Project Manager.
	57.6	The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.
	57.7	If the Contractor fails to complete the Works within the time for completion prescribed under GCC 21.1 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 37.1 the above provision shall apply only to adjustments made after the expiry of such extension of time.
	57.8	The weightings for each of the factors of cost given in the Appendix to Tender shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 49 or for any other reason.
58. Retention	58.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC . The total amount of retention shall not exceed the amount specified in the SCC .
	58.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	58.3	On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee in the format provided in the SCC .

59. Liquidated Damages	59.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security specified in the SCC . The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	59.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 53.1
	59.3	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 59.1
60. Bonus for early completion	60.1	The Contractor may be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
61. Advance Payment	61.1	The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	61.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	61.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

	61.4	Advance payment shall be recovered in full when eighty (80) percent of the Contract Price has been certified for payment.
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62. Performance Securities	62.1	The Performance Security and Environmental and Social (ES) Performance Security or Performance Securing Declaration as stated in the SCC shall be provided to the Employer no later than the date specified in the Letter of Acceptance..
	62.2	In the case of Performance Security and an Environmental and Social (ES) Performance Security, they shall be issued in an amount specified in the SCC.
	62.3	The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable.
	62.4	The Performance Security and, if applicable, the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
	62.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover for any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the Initial Contract Price.
	62.6	In the case of Performance Securing Declaration, it shall remain in force until the completion of the works, and in the event the Contractor failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
63. Dayworks	63.1	If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	63.2	All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	63.3	The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
64. Cost of Repairs	64.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. Discharge of the Contract		

64. Completion Certificate	65.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
66. Site Hand Over	66.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
67. Final Account	67.1	Before the expiry of the Defect Liability Period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty-six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	67.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-Clause 67.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
68. Operating and Maintenance Manuals	68.1	The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated in the SCC pursuant to GCC 66 .
	68.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 68.1 by the dates specified pursuant to clause 66 of the GCC , or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.
69. Termination	69.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	69.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days (c) contractor's failure to submit performance security within the time stipulated in the SCC; (d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; a) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;

		<p>b) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>c) where the Contractor fails to maintain the required Performance Security pursuant to GCC 62.2;</p> <p>d) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>e) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, obstructive or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p> <p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
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	69.3	When either party to the Contract gives notice of a Fundamental breach of Contract to the other Party for a cause other than those listed under Sub-Clause 69.2 above, the Project Manager shall decide whether the said breach is fundamental or not.
	69.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	69.5	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
70. Payment upon Termination	70.1	If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as specified in the SCC . Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	70.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
71. Property	71.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
72. Suspension of Financing	72.1	In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> (a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
73. Force Majeure	73.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	73.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event

		and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
	73.3	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavor to minimize any delay in the performance of the contract as a result of Force Majeure;
	73.4	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure; and
	73.5	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 73.2 the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimize the effect of the prevention or delay caused by the event of Force Majeure.
74. Release from Performance	74.1	<p>In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager upon written consent of the employer shall certify that the Contract has been frustrated.</p> <p>Upon certification by the Project Manager pursuant to GCC 74.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.</p>

APPENDIX A**Environmental, Social, Health and Safety (ESHS)****Metrics for Progress Reports**

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

- a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b) health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d) status of all permits and agreements:
 - i). work permits: number required, number received, actions taken for those not received;
 - ii). status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e) health and safety supervision:
 - i). safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii). number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f) worker accommodations:
 - i). number of expats housed in accommodations, number of locals;
 - ii). date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii). actions taken to recommend/require improved conditions, or to improve conditions.
- g) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

- h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i) training:
 - i). number of new workers, number receiving induction training, dates of induction training;
 - ii). number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii). number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv). number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j) environmental and social supervision:
 - i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k) *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).
 - i. Worker grievances;
 - ii. Community grievances
- l) Traffic, road safety and vehicles/equipment:
 - i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m) Environmental mitigations and issues (what has been done):
 - i) dust: number of working bowsers, number of watering/day, number of complaints, warnings given by environmentalist, actions taken to resolve;

- highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
- ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v) spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii) details of water and swamp protection mitigations required undertaken in the reporting period.
- n) compliance:
- i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.