

THE REPUBLIC OF SOUTH SUDAN

Ministry of Higher Education, Science & Technology

Office of the Undersecretary



Building Skills for Human Capital Development in South Sudan Project

Contract

for

Construction of Digital Skills Training Center at Dr. John Garang University of Science and Technology – Lot 3

SS-MOHEST-521333-CW-RFB



Contract Agreement

THIS AGREEMENT made the 29 day of 07, 2026 between *Ministry of Higher Education, Science and Technology (MOHEST) of the Government of Republic of South Sudan and having its principal place of business at P. O. Box 502, Juba, South Sudan* (hereinafter "the Employer"), of the one part,

AND

Sabastar General Trading Co. Ltd, a company incorporated and existing under the laws of South Sudan with Certificate of Incorporation number 19930 and having its principal office at Hai Cinema, behind Twin Tower – Juba South Sudan (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *Construction of Digital Skills Training Center at Dr. John Garang University of Science and Technology – Lot 3* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Particular Conditions
 - (d) the General Conditions of Contract, including appendix;
 - (e) the Specification
 - (f) the Drawings
 - (g) Bill of Quantities; and
 - (h) any other document listed in the PCC as forming part of the Contract, but not limited to;
 - a) the ES Management Strategies and Implementation Plans;
 - b) Code of Conduct for Contractor's Personnel (ES); and
 - c) Local Labor Method Statement.

3. 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.

4. 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 have caused this Agreement to be executed in accordance with the laws of Republic of South Sudan on the day, month and year specified above.

For and on behalf of **Ministry of Higher Education, Science and Technology (MOHEST) - the Employer**

Signed: _____
in the capacity of Undersecretary
Dr. ADIL ATHANAZIOU SURUR

Witness: _____
Signed: _____
Director General for Administration and Finance
Kezekia Deng Awoul Yai



For and on behalf the Contractor; **Sabastar General Trading Co. Ltd**

Contractor's authorized representative
Mr. Goblel Mehari- General Manager
Authorized Power of Attorney

Witness: Samuel-Zereabru
Signed: _____



Handwritten signatures and initials at the bottom of the page.

Conditions of Contract and Contract Forms



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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **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.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.

- (m) **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.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **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, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (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 PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (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

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for supervising the execution of the Works and administering the Contract.

- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. 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.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) "**Contractor's Personnel**" refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) "**Key Personnel**" means the positions (if any) of the Contractor's personnel that are stated in the Specification.
- (kk) "**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- (ll) "**Sexual Exploitation and Abuse**" "**(SEA)**" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or

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trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(mm) **"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; and

(nn) **"Employer's Personnel"** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC 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:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendices,
- (f) Specification,
- (g) Drawings,

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- (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
 - 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
 - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
 - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
 - 5.1 Unless otherwise **specified in the PCC**, 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.
- 6. Communications**
 - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
 - 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
 - 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

¹ In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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**8. Other
Contractors**

- 8.1 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 PCC**. 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.
- 8.2 The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.



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9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

- 9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.
- 9.4 Labor

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- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. As **stated in the PCC**, the Contractor shall allocate not less than 30% of the total labor cost under the contract to the employment of local Contractor's Personnel (local labor) with appropriate skills and experience.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

- 9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and
- (b) 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.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security

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benefits and pension contributions, on or before the end of their engagement/ employment.

- 9.4.3 The Contractor may bring into the Country 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 its best endeavors 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.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *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

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Contractor's Personnel for the purposes of or in connection with the Contract.

- 9.4.9 *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.
- 9.4.10 *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.
- 9.4.11 *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 thereto by Contractor's Personnel.
- 9.4.12 *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.
- 9.4.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

- 9.4.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18

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in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of at the Site. The records shall include the name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled, unskilled), wages paid to all workers, and whether they are local labor as specified in GCC Sub-Clause 9.4.1. These records shall be submitted to the Project Manager on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labor engagement.

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information

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needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

- 9.4.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

- 9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the

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measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

10. Employer's and Contractor's Risks

10.1 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.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (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
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.




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- (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 directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability 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

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability 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.

13. Insurance

13.1 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 PCC** for the following events which are due to the Contractor's risks:

- (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.

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.

13.2 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

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to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.3 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.4 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specification:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

15.3 The Contractor shall not post and shall ensure that its Subcontractors/suppliers/manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be

unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 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 this use.

18. Health, Safety and Protection of the Environment

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
 - (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;

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- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
- (f) 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;
- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and

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other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases

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that may be associated with the influx of temporary or permanent Contract-related labor;

- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specification.

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

- (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.

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.

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.

19. Archaeological and Geological Findings

19.1 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:

- (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.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries

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and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 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 PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, 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.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants 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.

22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 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 shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Fraud and Corruption

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process

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or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

26. Stakeholder Engagement

26.1 The Contractor shall provide relevant contract- related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request

27. Suppliers (other than Subcontractors)

27.1 *Forced Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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27.4 *Obtaining natural resource materials in relation to supplier:*
The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

28. Code of Conduct

28.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

29. Security of the Site

29.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including

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the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.

B. Time Control

30. Program and Progress Reports

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events. The Program and each of its revisions shall include the engagement plan for local labor, taking into account the order in which the Contractor intends to carry out the Works.
- 30.2 An update of the 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.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program



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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 PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** 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. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

- 30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B. If **stated in the PCC**, progress report shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.
- 30.5 In addition to the progress reports, 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, Project Manager'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; any cyber security incidents **as specified in the PCC**; 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.

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.

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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 Subclause.

31. Extension of the Intended Completion Date

31.1 The Project Manager shall 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.

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

32. Acceleration

32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

33. Delays Ordered by the Project Manager

33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

34. Management Meetings

34.1 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.

34.2 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.

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- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 36. Identifying Defects**
- 36.1 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. 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.
- 37. Tests**
- 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects**
- 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects**
- 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 40. Contract Price²** 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 41. Changes in the Contract Price³** 41.1 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. 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.
- 41.2 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.
- 42. Variations** 42.1 All Variations shall be included in updated Programs⁴ produced by the Contractor.
- 42.2 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 Contractor shall also provide information of any ES risks and impacts of the Variation, and any additional documents **specified in the PCC**. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 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

² In lump-sum contracts, replace GCC Sub-Clauses 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

³ In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

⁴ In lump-sum contracts, add "and Activity Schedules" after "Programs."

own forecast of the effects of the Variation on the Contractor's costs.

- 42.4 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.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 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.⁵
- 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
 - (c) a description of any effect(s) of the change on performance/functionality; and
 - (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or

⁵ In lump-sum contracts, delete this paragraph.

(c) improves the quality, efficiency, safety or sustainability of the Facilities; or

(d) yields any other benefits to the Employer, without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

43. Cash Flow Forecasts

43.1 When the Program,⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. Payment Certificates

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

44.3 The value of work executed shall be determined by the Project Manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷

44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

44.6 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.

44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work

⁶ In lump-sum contracts, add "or Activity Schedule" after "Program."

⁷ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g., remediation addressing non-compliance/s).

44.8 If the Contractor fails to materially comply with the Contractor's Local Labor Method Statement, an assessed amount, as determined by the Project Manager, may be withheld until such an obligation has been met.

44.9 **As specified in the PCC**, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Project Manager, may be withheld until the obligation has been performed.

45. Payments

45.1 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 for commercial borrowing for each of the currencies in which payments are made.

- 45.2 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.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

46.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (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, Specification, 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 bidders (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.

46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall 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.

46.3 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, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

46.4 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.

47. Tax

47.1 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 bids 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 Clause 49.

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

49. Price Adjustment

49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for

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Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

- 49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

50. Retention

- 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and 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. The Contractor may substitute retention money with an "on demand" Bank guarantee.

51. Liquidated Damages

- 51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor.

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

Payment of liquidated damages shall not affect the Contractor's liabilities.

- 51.2 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 Sub-Clause 45.1.

52. Bonus

- 52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** 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.

53. Advance Payment

- 53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, 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 shall not be charged on the advance payment.
- 53.2 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.
- 53.3 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.

54. Securities

- 54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in

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which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

- 55. Dayworks**
- 55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 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.
- 55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 56. Cost of Repairs**
- 56.1 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. Finishing the Contract

- 57. Completion**
- 57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over**
- 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 59. Final Account**
- 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

60. Operating and Maintenance Manuals

- 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

61. Termination

- 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) 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 PCC**; or
 - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

61.4 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.

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

62.1 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 PCC. 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.

62.2 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.

63. Property

63.1 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 because of the Contractor's default.

64. Release from Performance

64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

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**65. Suspension of
Bank Loan or
Credit**

65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

66. Cyber Security

66.1 Pursuant to the PCC, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.



APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption *(Text in this Appendix shall not be modified)*

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), 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 Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- 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 Bank 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 Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank 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 Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, 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 Bank-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 Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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 bidding, 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 bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank 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.

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APPENDIX B

Environmental and Social (ES) Metrics for Progress Reports

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*

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(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 SHI 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 bowzers, number of waterings/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;

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- 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 clean-ups, 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;
- v. 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.

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APPENDIX C

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____

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[Signature]

[Signature]

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Contract description: _____
Brief summary of evidence provided: _____

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above)) <i>[attach details as appropriate]</i> .

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Official Use Or

Particular Conditions of Contract

A. General				
GCC 1.1 (d)		The financing institution is: <i>Ministry of Higher Education, Science and Technology with funding from the World Bank</i>		
GCC 1.1 (r)		The Employer is <i>Ministry of Higher Education, Science and Technology</i>		
GCC 1.1 (v)		The Intended Completion Date for the whole of the Works shall be <i>5 months from the commencement date</i> .		
	S N	Site	Location	Intended Completion from Commencement Date
	1	Dr. John Garang University of Science and Technology	Bor Town - Jonglei State,	5 Months
GCC 1.1 (y)		The Project Manager is JOADAH CONSULT LTD Plot 48, Church Road, Entebbe – Uganda www.joadahconsult.com Tel: +256-414 320 632 Mobile +256 772 877 529 Email: joadahconsult@gmail.com		
GCC 1.1 (aa)		The Sites are located as below and is defined in drawings for the specific sites		
	Lot	Site	Location	
	3	Dr. John Garang University of Science and Technology	Bor Town - Jonglei State,	
GCC 1.1 (dd)		The Start Date shall be <i>as per the Commencement order that shall be issued by the Project Manager</i> .		
GCC 1.1 (hh)		The Works consist of <i>Construction of Digital Skills Training Center at Dr. John Garang University of Science and Technology</i>		
GCC 2.2		Sectional Completions are not permitted		
GCC 2.3(i)		The following documents also form part of the Contract: i. <i>Record of Pre-Bid Meetings</i> ii. <i>Updated Work Programs</i> iii. <i>Approved key staff for the Project</i>		
GCC 3.1		The language of the contract is <i>English</i> .		

	The law that applies to the Contract is the law of <i>Republic of South Sudan</i> .
GCC 5.1	The Project manager <i>may not</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 9.4.1	The Contractor shall allocate not less than 30% of the total labor cost under the contract to the employment of local staff and personnel (local labor) with appropriate experience and skills.
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>not lesser than 30% of the Contract Price</i> (b) For loss or damage to Equipment: <i>45% of the contract price.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>45% of the Contract Price.</i> (d) for personal injury or death: (i) of the Contractor's employees: <i>Not lesser than 5% of the contract price.</i> (ii) of other people: <i>Not lesser than 1% of the contract price.</i>
GCC 14.1	Site Data are: <i>As shall be avail by the client and depending on the availability</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>shall be as provided in the Commencement order.</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>The president of South Sudan Institute of Professional Engineers.</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>As per South Sudan Institute of Professional Engineers guidance.</i>
GCC 24.4	Institution whose arbitration procedures shall be used: <i>Nairobi Centre for International Arbitration (NCIA)</i>
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
GCC 30.3	The period between Program updates is 45 days.

	The amount to be withheld for late submission of an updated Program is <i>USD 250,000</i>. The period for submission of progress reports is <i>30 days</i>
GCC 30.4	<i>N/A</i>
GCC 30.5	<i>N/A</i>
C. Quality Control	
GCC 38.1	The Defects Liability Period is: <i>365 days</i> .
D. Cost Control	
GCC 42.2	<i>N/A</i>
GCC 42.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be <i>N/A</i> of the reduction in the Contract Price.
GCC 44.9	<i>"There are no Particular Conditions of Contract applicable to GCC Sub-Clause 44.9"</i> .
GCC 48.1	The currency of the Employer's Country is: <i>South Sudan Pounds</i>
GCC 49.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 49, and the following information regarding coefficients <i>does not</i> apply.
GCC 50.1	The proportion of payments retained is: <i>5 percent</i>
GCC 51.1	The liquidated damages for the whole of the Works are <i>0.05%</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.
GCC 52.1	The Bonus for the whole of the Works is <i>N/A</i> per day. The maximum amount of Bonus for the whole of the Works is <i>N/A</i> of the final Contract Price.
GCC 53.1	The Advance Payments shall be: <i>15% of the contract amount</i> and shall be paid to the Contractor no later than <i>30 days</i> .
GCC 54.1	The Performance Security will be in the form of a "<i>demand guarantee</i>" in the amount(s) of <i>9 %</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The ES Performance Security will be in the form of a "<i>demand guarantee</i>" in the amount(s) of <i>1%</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.

E. Finishing the Contract	
GCC 60.1	The date by which operating and maintenance manuals are required is <i>30 days after practical completion</i>. The date by which “as built” drawings are required is <i>30 days after site handover</i>.
GCC 60.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is <i>USD, 10,000</i> .
GCC 61.2 (g)	The maximum number of days is: <i>365</i> .
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>15%</i> .
GCC 66.1	Cyber Security <i>does not apply</i>

Official Use On

Performance Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

PERFORMANCE 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 *[insert date]* 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, a performance guarantee is required.

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]* (____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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 this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. 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."

Official Use On

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.

OS

Final

Official Use Or

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ES PERFORMANCE 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 _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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 this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. 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."

Official Use Or

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.



Official Use Of

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT 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 *[insert date]* 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, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment 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]* (_____) *[insert 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 either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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 advance payment referred to above has been

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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 date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1.. The Employer should note that in the event of an extension of the expected completion date, 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."*



Official Use Or



REPUBLIC OF SOUTH SUDAN

MINISTRY OF HIGHER EDUCATION, SCIENCE AND TECHNOLOGY

**THE RENOVATION OF THE MoHEST HEADQUARTERS OFFICE
BUILDING AND THREE (3) DIGITAL SKILLS TRAINING
CENTERS (DSTCS)-PACKAGE 1**

DR. JOHN GARANG UNIVERSITY OF SCIENCE AND TECHNOLOGY DSTC

Bidding Document for the Procurement of Works

VOLUME 4 OF 5: BILLS OF QUANTITIES

VOLUME	DESCRIPTION	
1	Bidding Procedures, Employer's Requirements and Conditions of Contract & Contract Forms	
2	General Specifications for Building, Electrical & Mechanical Works	
3	Drawings	
4	Bills of Quantities	✓
5	Environmental and Social Management Plans	

PROJECT: THE RENOVATION OF THE MoHEST HEADQUARTERS OFFICE
BUILDING AND THREE (3) DIGITAL SKILLS TRAINING
CENTERS (DSTCS)-PACKAGE 1

EMPLOYER: REPUBLIC OF SOUTH SUDAN - MINISTRY OF HIGHER EDUCATION, SCIENCE AND
TECHNOLOGY

LOCATION: DR. JOHN GARANG UNIVERSITY OF SCIENCE AND TECHNOLOGY

MAIN SUMMARY

BILL NO.	DESCRIPTION	PAGE NO.	AMOUNT (US\$.)
1	PRELIMINARIES	1/S	87,200.00
2	PROPOSED BUILDING	2/S	554,140.44
3	EXTERNAL WORKS	3/S	17,500.00
SUB-TOTAL 1			658,840.44
ADD: CONTINGENCIES 10%			65,884.04
SUB-TOTAL 2			724,724.48
TOTAL COST			724,724.48



Signature of Employer

Witness

Date: 29/07/2026

Signature of the Contractor

Witness



Date: 29/07/2026

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ITEM	DESCRIPTION	AMOUNT (US\$)												
	BILL NO.1													
	GENERAL CONDITIONS													
	PRICING OF ITEMS OF GENERAL CONDITIONS AND PRELIMINARIES													
GCP.1	Whenever in this Bill No.1, the contractor does not insert his price against an item, the value of such items will be held to be included in his rates for all items in the following Bills of Quantities													
GCP.2	Sufficiency of Tender The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works. PRELIMINARY PARTICULARS Definition of Terms Whenever used hereinafter and in all contract documents the following definitions of terms shall apply:- Works: The term "the works" shall mean all or any portions of the work, materials and articles whether the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same be on the Site of the building or not. Contract: The term "The Contract," shall mean the Tender, Articles of Agreement and Conditions of Contract, Form of Bond, Drawings and prices and signed Tender Document. Contract Drawings: The term "the Contract Drawings" shall be deemed to imply the Drawings referred to in these Bills of Quantities. Site: The term "the Site" shall mean the lands and other places on, under or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purposes of the Contract. Approved, Directed and Selected: The terms "approved", "directed" and "selected" shall mean the approval, direction and selection of or by the Engineer. Singular and Plural: Words importing the singular shall also include the plural and vice versa where the context requires.													
GCP.4	Meaning of Abbreviation The Terms and Abbreviations used in this Bills of Quantities shall be interpreted as follows:- <table> <tr> <td>"B.S"</td><td>shall mean</td><td>The current British Standard of Specification published by the British Standard Institution, Park Street, London, W.1 England</td></tr> <tr> <td>"NO."</td><td>shall mean</td><td>Number</td></tr> <tr> <td>"L.M"</td><td>shall mean</td><td>Linear Meter</td></tr> <tr> <td>"M"</td><td>shall mean</td><td>Linear Meter</td></tr> </table>	"B.S"	shall mean	The current British Standard of Specification published by the British Standard Institution, Park Street, London, W.1 England	"NO."	shall mean	Number	"L.M"	shall mean	Linear Meter	"M"	shall mean	Linear Meter	
"B.S"	shall mean	The current British Standard of Specification published by the British Standard Institution, Park Street, London, W.1 England												
"NO."	shall mean	Number												
"L.M"	shall mean	Linear Meter												
"M"	shall mean	Linear Meter												

ITEM	DESCRIPTION		AMOUNT (US\$)
	"S.M"	shall mean Square Meter	
	"C.M"	shall mean Cubic Meter	
	"Ditto"	shall mean The whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets, it shall mean the whole of the proceeding description which is contained within the appropriate.	
	"M.S"	shall mean Measured separately	
	"BSM"	shall mean Both sides measured	
	"P.C"	shall mean Prime Cost	
	"P.S"	shall mean Provisional Sums	
GCP.5	Standard Measurements		
	All dimensions and measurements, etc., shown on the Drawings and given in the Bills of Quantities are in metric.		
GCP.6	Bills of Quantities		
	The whole of the Works contained in these Bills of Quantities is measured on the basis of the Standard Method of Measurements of the Building Works for East Africa, prepared by the Engineerural Association of Kenya, Second Edition, Metric, printed in 2008.		
	The Method of Measurements herein used must be accepted and will be strictly adhered to for the adjustments of variations or for remeasurements as necessary. The whole of the quantities in these Bills, unless expressly otherwise stated, have been arrived at by taking the net measurements of various items of completed Works from the Drawings.		
	All the Works in this Contract that is liable to adjustment has been measured as "Provisional" in these Bills of Quantities, and no excavation or foundation work or other works so described shall be filled in or covered up until all measurement needed for the Adjustments of Variations under Clause 11 of the Conditions of Contract have been made by the Quantity Surveyor.		
	The rates set out by the Contractor against each item shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for extra labor, cutting or waste, be held to include for waste on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making good and all other labours and everything else necessary for the completion of each item and for establishment charges and profit.		
	Throughout the Bills of Quantities generally, no mention is made of heights for hoisting and all prices must include for hoisting and fixing at any level within the limit shown on the Drawings or included in the general description unless a specific level is stated.		
	The Contractor shall be deemed to have made allowance in his rates generally to cover items of Preliminaries expenses in connection with P.C Sums or other items if these have not been priced against the respective items.		
	These Bills of Quantities have been prepared in the elemental form with each element containing work in various trades. For the purpose of pricing, the Bills of Quantities may be taken apart and each trade collected together but when the Tender is submitted the Bills of Quantities must be re-assembled in the correct order.		

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.7	Correction of Errors Tenders determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be corrected by the Client as follows: (a) where there is a discrepancy between the 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 line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Client there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected. The amounts stated in the Tender will be adjusted by the Client in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenders. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the Tender Security may be forfeited.	
GCP.8	Location of and access to the site: JONGLEI STATE, BOR TOWN, SOUTH SUDAN The Contractor is recommended to visit the Site and shall be deemed to have acquainted himself therewith as to its nature and position and means of access, etc. and no claim in this connection shall be allowed. No claim will be allowed for traveling or other expenses which may be incurred by the Contractor in visiting the Site for the Tender for the Works.	
GCP.9	Limitations of the site: The site of the works shall be used solely for the purposes of executing and completing the Contract to the satisfaction of the Engineer. The Contractor shall make every effort to avoid, and in any event shall be liable for, any undue disturbance amounting to nuisance to the occupiers of the contiguous properties by reasons of noise, dust, traffic and the like or by neglect to control his workmen or materials. Normal working hours shall be within the period 0730 to 1700 hours daily. The Contractor shall prevent disturbance and nuisance by himself, his sub contractors or his agents and employees, to any persons using any areas of the nearby structures which are not specifically a part of the Contractor's working area, and shall be liable for any damage caused by such disturbance and nuisance. In this regard the Engineer shall have the power to order the removal from the site of any employee of the Contractor and his sub contractors, causing any disturbance or nuisance, provided such order is not vexatious. The Contractor shall comply with all reasonable instruction of the Engineer with regard to restriction of movement of himself, his sub contractors, agents and employees in areas of the site other than those areas necessary for the carrying out of the works.	

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.10	Preliminary investigation of the site The Contractor shall visit the site and carry out an inspection of the site and its surroundings prior to submission of tenders. No claim for extra payment whatsoever shall be entertained as a result of the Contractor's failure to make allowance in his tender for costs arising in connection with site conditions of which the Contractor ought reasonably to be aware following the site visit and inspection.	
GCP.11	Materials excavated from the site All sand ballast and other building materials and any other objects found on the site or produced as a result of the building operations shall remain the property of the Employer. Such materials may be utilized in the execution of the Contract only with the written consent of the Engineer. The quantities so used shall be measured and the value assessed by the Quantity Surveyor and deducted from the Contract Sum.	
GCP.12	General description of the works The Works to be carried out under this contract comprise THE RENOVATION OF THE MOHEST HEADQUARTERS OFFICE BUILDING. The work comprises the following:- <u>GROSS</u> <u>FLOOR</u> <u>(SM)</u> Proposed building 0 TOTAL 0 in accordance with the Drawings, Specifications and Bills of Quantities. The works shall be completed with Electrical, ICT, Fire fighting, Plumbing & drainage, Mechanical Ventilation and Air conditioning installation works together with associated external works.	
	CONTRACT PARTICULARS	
GCP.13	Form of Agreement and Conditions of Contract The form of contract under which terms the Contractor will be required to enter into a contract with the Employer is contained in, Part 4, Section 8 (Special Conditions of Contract) of the Standard Bidding Documents.	
GCP.14	Conditions of Contract If the Contractor considers that compliance with any of the Conditions of Contract as particularly amended or qualified by the Special Conditions of Contract and of which headings are set out hereunder involve expenses to him which are not included elsewhere in his prices, he shall set down opposite any such condition the value he attaches thereto:	



ITEM	DESCRIPTION	AMOUNT (US\$)
	GENERAL CONDITIONS OF CONTRACT	
1	GENERAL PROVISIONS	
	1.1 Definitions	
	1.2 Interpretation	
	1.3 Notices and other Communications	
	1.4 Law and Language	
	1.5 Priority of Documents	
	1.6 Contract Agreement	
	1.7 Assignment	
	1.8 Care and Supply of Documents	
	1.9 Delayed Drawings or Instructions	
	1.10 Employer's Use of Contractor's Documents	
	1.11 Contractor's Use of Employer's Documents	
	1.12 Confidentiality	
	1.13 Compliance with Laws	
	1.14 Joint and Several Liability	
	1.15 Limitation of Liability	
	1.16 Contract Termination	
2	THE EMPLOYER	
	2.1 Right of Access to the Site	
	2.2 Assistance	
	2.3 Employer's Personnel and other contractors	
	2.4 Employer's Financial Agreements	
	2.5 Site Data and Items of Reference	
	2.6 Employer - Supplied Materials and Employer's Equipment	
3	THE ENGINEER	
	3.1 The Engineer	
	3.2 Engineer's Duties and Authority	
	3.3 The Engineer's Representative	
	3.4 Delegation by the Engineer	
	3.5 Engineer's instructions	
	3.6 Replacement of the Engineer	
	3.7 Agreement or Determination	
	3.8 Meetings	
4	THE CONTRACTOR	
	4.1 Contractor's General Obligation	
	4.2 Performance Security	
	4.3 Contractor's Representative	
	4.4 Contractor's Documents	
	4.5 Training	
	4.6 Co-operation	

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ITEM	DESCRIPTION	AMOUNT (US\$)
	4.7 Setting Out	
	4.8 Health and Safety Obligations	
	4.9 Quality Management and Compliance Verification Systems	
	4.10 Use of Site Data	
	4.11 Sufficiency of the Accepted Contract Amount	
	4.12 Unforeseeable Physical Conditions	
	4.13 Rights of Way and Facilities	
	4.14 Avoidance of Interference	
	4.15 Access Route	
	4.16 Transport of Goods	
	4.17 Contractor's Equipment	
	4.18 Protection of the Environment	
	4.19 Temporary utilities	
	4.20 Progress Reports	
	4.21 Security of the Site	
	4.22 Contractor's Operations on Site	
	4.23 Archaeological and Geological Findings	
5	SUBCONTRACTING	
	5.1 Subcontractors	
	5.2 Nominated Subcontractors	
6	STAFF AND LABOUR	
	6.1 Engagment of Staff and Labour	
	6.2 Rates of Wages and Conditions of Labour	
	6.3 Recruitment of Persons	
	6.4 Labour Laws	
	6.5 Working Hours	
	6.6 Facilities of Staff and Labour	
	6.7 Health and Safety of Personnel	
	6.8 Contractor's Superintendence	
	6.9 Contractor's Personnel	
	6.10 Contractor's Records	
	6.11 Disorderly Conduct	
	6.12 Key Personnel	
7	PLANT, MATERIALS AND WORKMANSHIP	
	7.1 Manner of Execution	
	7.2 Samples	
	7.3 Inspection	
	7.4 Testing by the contractor	
	7.5 Defects and Rejection	
	7.6 Remedial Work	
	7.7 Ownership of Plant and Materials	

ITEM	DESCRIPTION	AMOUNT (US\$)
	7.8 Royalties	
8	COMMENCEMENT, DELAYS AND SUSPENSION	
	8.1 Commencement of Works	
	8.2 Time for Completion	
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ITEM	DESCRIPTION	AMOUNT (US\$)
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ITEM	DESCRIPTION	AMOUNT (US\$)
	GENERAL MATTERS	
GCP.15	Plant, Tools and Vehicles The Contractor shall be responsible for the provision of all plant, tools and vehicles and workmen required for the Works except in so far as may be stated otherwise herein or except for such items specifically and only required for the use and provided by Nominated Subcontractors as described herein. No timber used for scaffolding, formwork or similar purposes shall be used afterwards in the permanent work.	3,000.00
GCP.16	Safety, health and Welfare of the work people The Contractor shall be responsible for and shall ensure the safety and welfare of his work people, and those of his Subcontractors, Nominated Subcontractors, Nominated Suppliers and persons employed directly by the Employer. Allow for providing and maintaining on the site adequate medical facilities and approved first aid equipment kept fully replenished and in an accessible position.	500.00
GCP.17	Notices and Fees The Contractor shall give all notices in accordance with Clause 4 of the Conditions of Contract. The Contractor shall pay all fees and charges required under Clause 4 of the Conditions of Contract. The amount of all such fees and charge shall be deemed to be included in the Contract Sum. Those in respect of the following items are included elsewhere in this Document if applicable to the Works. Rates on temporary buildings hoardings temporary telephones water for the works works to be carried out by Local Authorities or Statutory Undertakings.	2,500.00
GCP.18	Setting out the works The Contractor shall set out the Works in accordance with the dimensions and levels shown on the Drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out at his own cost and expense. In the event of any error or discrepancy in the dimensions or levels marked on the Drawings being discovered such errors or discrepancies must be reported by the Contractor to the Engineer for his immediate attention. No work shall be commenced by the Contractor until he has received written instructions from the Engineer to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall there upon be responsible for the accurate setting out of the works, giving effect to the adjustments necessary to comply with such instructions, and no claim for extra expense or relief from the provision of Clause 5 of the Conditions of Contract based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter.	400.00

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.19	Contractor's Supervision and Site Administration The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorized Agent or General Foreman, approved by the Engineer (which approval may be withdrawn at any time) constantly on the works. Such authorized Agent or General Foreman shall give his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions, or orders issued by the Engineer or his representative.	2,000.00
GCP.20	Working Hours The Works shall be executed under the direction and to the entire satisfaction of the Engineer, who shall at all times during normal working hours have access to the Works and to the yards and the workshops of the Contractor and Sub-Contractors or other places where work is being prepared for the Contract. The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trade in Uganda. No work shall be carried out at night or on the gazetted holidays unless the Engineer shall so direct. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Engineer in writing.	-
GCP.21	Employer's Supervision The said Works shall be executed under the direction and to the entire satisfaction of the Architect, who shall at all times during normal working hours have access to the Works and to the yards and the workshops of the Contractor and Sub-Contractors or other places where work is being prepared for the Contract. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Architect in writing.	
GCP.22	Labour and fair wages The Contractor shall provide all labour and shall include for all costs arising from the current Government regulations regarding annual leave and passages, medical facilities, public holidays, overtime, training levy, income tax, housing, travelling allowances, wages and salaries, and any other statutory requirement current at the date of tender. The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in the district in which the work is carried out as laid down by the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council. The relevant notice must be kept posted upon the site where it can be conveniently read by the employees concerned.	
GCP.23	Training Levy The Contractor's attention is called to the requirement for payment by the Contractor of a training Levy and the Contractor should allow in the Preliminaries of this Contract for all costs arising or resulting therefrom.	1,500.00

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.24	Watching and Lighting The Contractor shall provide all watching and lighting and everything else necessary by day and night for the due protection and Security of the Works and the public and other persons. He shall provide all barriers, notices, watchman to prevent access of unauthorized persons into the site. The Contractor will be liable for all consequences of theft from the site of his own or Subcontractors or Suppliers materials or equipment. Any such theft will not relieve the Contractor of his liability for completion time.	1,000.00
GCP.25	Maintenance of public and private roads and services The Contractor shall be, responsible for all damage to roads, (whether public or private), crossover, services and the like arising out of, or in the course of, or by reason of, the execution of the works and shall be responsible for observing any by laws or other regulations imposed by a competent authority regarding the keeping of such roads free from mud, filth, etc, arising as aforesaid. Prior to the commencement of any Work, the Contractor is to ascertain from the relevant Authorities the exact position, depth and levels of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions that may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Engineer and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.	1,500.00
GCP.26	Police regulations The Contractor shall at all times observe any police regulations including those regarding the loading or unloading or any waiting by vehicles on the public highway and the Contract Sum shall be deemed to include for strictly compliance therewith.	
GCP.27	Progress chart and progress reports Immediately after signing the Contract, the Contractor is to prepare a time and progress chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the Contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be subdivided into trades or tasks. Where the Contract is made up of individual buildings a separate chart shall be provided for each. Upon the letting of Subcontracts the Contractor is to incorporate similar times and details of each separate Subcontractor's work (which information is to be provided by the Subcontractor) and the chart shall be so designed to accommodate this information. At the end of each week, the Contractor is to mark on the chart, in a different colour, the actual time taken to complete the respective stages and sections of the work.	

ITEM	DESCRIPTION	AMOUNT (US\$)
	The Contractor shall also show upon the chart the anticipated weekly labour strength required upon the site (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed. Copies of the completed chart are to be supplied to the Engineer and Quantity Surveyor. If the Engineer decides that progress does not match the programme, he may order the Contractor to revise the programme. The Contractor shall thereafter revise the programme to show the modifications necessary to ensure completion of the works by the Date of Practical Completion. The Engineer shall notify the Contractor if the Engineer decides that the rate of progress of the works or any section, is too slow to meet the Date of Practical Completion and that this is not due to a circumstance for which the Contractor is entitled to an extension of the time under the Contract. Following receipt of such a notice, the Contractor shall take such steps as may be necessary, and as the Engineer may approve, to remedy or mitigate the likely delay, including revision of the programme. The Contractor shall not be entitled to any additional payment for taking such steps. Before the 25th day of each month the Contractor shall submit a monthly progress report in triplicate to the Engineer indicating the months progress and giving details of any delays caused by inclement weather or other reasons beyond his control. The report must include information on labour employed, and the progress of all trades, including Nominated Subcontractors.	
GCP.28	Site Progress Photographs The Contractor shall take and develop (in both digital and still form) site progress photographs every two weeks. Adequate copies shall be made for distribution to the Employer (1 No.) and the Consultants (1 No.)	300.00
GCP.29	Checking schedules, drawings, etc. The Contractor shall be responsible for checking all schedules and drawings supplied by the Engineer and all shop drawings approved by the Engineer. In the event of any discrepancy being found between such schedules and drawings or if the contractor considers that additional detailed drawings are required, then in either case the Contractor shall report such discrepancy to the Engineer for instruction or apply in writing for such detail at least 28 days before the works concerned are to be executed. The Contractor shall ascertain from the drawings or otherwise any holes, recesses, plugs, etc, which may be required in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, or plugging, subsequently. The Contractor's attention is drawn to the requirements for the submission of samples, shop drawings, certificates and guarantees contained in previous or subsequent items of this document.	1,500.00
GCP.30	Samples Samples of proposed materials and workmanship shall, if required by the Engineer, be submitted for approval, and those samples will be left on site. The Engineer shall have power to reject all such materials and condemn such workmanship that does not correspond with the approved sample.	1,000.00

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.31 Tests	The Engineer may, whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on the site, and the Engineer shall be at liberty to reject any materials after delivery should he consider them unsatisfactory, notwithstanding the preliminary test and approval of the materials at the maker's premises. The costs of these tests are to be borne by the Contractor. When directed by the Engineer, samples of materials (the samples being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the Contractor at his own cost to the Engineer's office or as otherwise directed. The Contractor shall, whenever so instructed by the Engineer, cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for purpose of testing. All work disturbed shall be made good forthwith by the Contractor. All costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the Contractor unless the result of the test shows that the materials etc., are in accordance with the Contract.	2,000.00
GPC.32 Proprietary Articles	Where proprietary articles are specified herein, the Contractor may propose the use of materials of equal quality but from the other manufacturers with the approval of the Engineer, but the decision of the Engineer will be final.	
GCP.33 Disposal of water for all sections of the works	Allow for keeping the site and buildings free from water arising from whatsoever cause. The Contractor shall notify the Engineer as soon as water percolation or water-logging becomes apparent and he shall obtain the written permission of the Engineer before carrying out any continuous pumping or other method of removal of water which may lower the water level on adjoining sites. The Contractor shall ensure that no nuisance is caused by the outfall of pumped water and shall obtain the necessary permission before connecting temporary drainage to existing drains and/or sewers. Any fees and charges in connection with such work shall be deemed to be included in the Contract Sum.	500.00
GCP.34 Site levels	Before commencing work the Contractor must arrange for and agree with the Engineer and Quantity Surveyor the existing site levels and similarly establish and agree a bench mark. The levels and bench mark thus agreed will then be used for the duration of works for all purposes.	1,000.00
GCP.35 Interruption of work	The Contractor shall allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.	4,000.00

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.36 Overtime	The Contractor shall allow in his tender for any extra costs for overtime working he considers will be necessary in order to complete the work by the Contract Date for Completion. If during the course of the Contract overtime is worked for a specific purpose in accordance with a written instruction issued by the Engineer, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down in the regulations affecting the wages and conditions of employment, etc. in the construction industry but excluding any bonuses, profit and overheads.	
GCP.37 Housing labour on the site and transport	No labour, with the exception of watchmen, may be housed on the site and the Contractor must allow for all costs in moving labour to and from the site at such times and by routes approved by the Police and Local Authorities.	
GCP.38 Area to be occupied by the Contractor	The area of the site which may be occupied by the Contractor for use as storage and for the purpose of erecting workshops, etc., shall be agreed between the Engineer and the Contractor.	
GCP.39 Stamp Charges	Allow for paying all stamp charges in connection with the Surety Bond and the Contract Agreement	
GCP.40 Details to be private and Confidential	The Drawings, Bills of Quantities and Contract Documents applicable to this contract are restricted by copyright. The Contractor shall treat the details of this Contract as private and confidential for his own information only and shall not publish or disclose the details of the Contract in any trade or technical paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in writing of the Employer.	
TEMPORARY WORKS		
GCP.41 Water for the Work	The Contractor shall at his own expense provide on the site a plentiful supply of piped clean water for use of the works. The Contractor shall also provide and install all necessary temporary services, pipe runs, cocks, storage, etc, that may be required and connect up the temporary services at such point or points and in such a manner as may be approved by the Engineer. The Contract Sum shall be deemed to include for all fees and charges and for all temporary services and clearing away on completion, and for the cost of all water used for the works.	1,000.00
GCP.42 Temporary lighting and power for the works	The Contractor shall provide all artificial lighting, electric power and the energy required for the execution of the work. The provision of light and where appropriate, power for Nominated Subcontractors, Local Authorities is included in the items of general and special attendance in Provisional and P.C. Sums.	1,500.00

ITEM	DESCRIPTION	AMOUNT (US\$)
	The Contract sum shall be deemed to include for all fees and charges for all temporary services and clearing away on completion, and for the cost of electricity consumed for the works.	
GCP.43	Protection of Persons and Property The Contractor shall provide for the efficient protection of the public, the Employer's servants and property and all other persons occupying or using the premises, also of adjoining or neighbouring property during the progress of the works included in or required to be done in connection with the Contract. The Contractor shall take all precaution to eliminate as far as possible the danger to the public and other persons arising from the entry and exist of vehicles to and from the site.	2,000.00
GCP.44	Trespass and nuisance All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen or plant employed on the works shall be allowed to trespass upon adjoining properties. If the execution of the works requires that workmen or plant must enter upon adjoining property, the necessary permission shall be first obtained by the Contractor who shall see that these instructions are carried out. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor's employees. The Contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or right to adjoining property, and any notice received by him or left upon the site requiring the discontinuance or suspension of any part of the works shall at once be forwarded by him to the Engineer or, if given verbally, shall at once be communicated by him to the Engineer in writing, and the Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor, his agents, servants or workmen in this respect.	
GCP.45	Visitors to the site The Contractor is required to control all visitors to the Site and to keep out unauthorized visitors and to provide a visitor's book and ensure that all the unauthorized visitors sign therein.	
GCP.46	Temporary works generally The Contractor shall provide all temporary roads, tracks, hard standings, crossing and the like to ensure satisfactory and efficient access to the works. The cost of such temporary works shall be deemed to be included in the Contract Sum.	1,500.00
GCP.47	Temporary roads Prior to execution of such temporary works the Contractor shall submit his proposals to the Engineer for approval.	
GCP.48	Temporary buildings for use by the Contractor The contractor shall, at his own cost, supply and erect all temporary buildings, sheds, mess rooms and stores with floors at least 150mm about ground level. No office, stores or other temporary buildings shall be erected on the site without first obtaining the consent of the Engineer as to the type of temporary building to be supplied and the position in which they are to be erected.	

ITEM	DESCRIPTION	AMOUNT (US\$)
	The contractor shall provide and maintain on the Site, ample weatherproof sheds for storage of cement and other perishable materials and shall clear the same away on completion and make good any disturbed surfaces.	
GCP.49	Temporary latrines Temporary latrines shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Engineer and Local Authorities.	500.00
GCP.50	Temporary facilities for use by persons acting on behalf of the Employer The Contractor shall provide, erect and maintain where directed on Site approved weatherproof lockup offices for the sole use of the Project Manager and support staff comprising of the following: Project Manager's office floor area not less than 10 square metres, Employer Site Representative office floor area not less than 10 square metres, Project Manager support staff and clerk of works offices of not less than 24sqm, a meeting room of not less than 125M. The office shall be constructed with concrete or wooden floor while the walls shall either be in timber lined internally with fibreboard or in plastered and painted masonry. The ceiling shall be lined with fibre board. Glazed windows shall be provided of not less than 1 metre square area in each room and the doors shall have a strong lock or fastening. The office shall be provided with artificial lighting and electric power. The Contractor shall also provide Five (5No) desks with lockable drawers and furniture for the Project Manager and employer Representative, 2No. desks and Furniture for the Project Manager support staff and clerk of works and 1No. office table of sufficient size to carry drawings, and adequate to sit at least 20 people for the meeting room. The contractor shall allow for regular cleaning of the office. Copies of the Drawings, Specifications and Bills of Quantities shall be kept in this office at all times. The contractor shall also supply and maintain the following for the full contract duration, with and including all consumables and maintenance, to the Engineer's Approval:- (i) 1No. Plain paper photocopier, desktop type with variable magnification that can take A3 full size copies, minimum capacity 10copies/minute, including 3kg toner and regular service by agent (ii) 1No. fully connected Personal desktop computer with UPS and Licensed software (Microsoft XP professional version 2010, Intel @ Pentium 4 CPU, 3.40GHz processor, 1GB of RAM expandable, 500GB HD Drive, CDRW/DVD Drive, Sound Card, 16MB VGA, 2 serial, 4 USB and 1 Parallel port) complete with keyboard, mouse, mouse pad, 10/100bps Ethernet Card, 19" LCD TFT Flat panel Screen and accessories as manufactured by Dell or equal approved. This is the minimum to be provided and the Contractor is expected to supply the latest version of both the equipment and software (iii) 1No. A3 colour printer for the Project Manager (iv) 1No. A4 colour printer for the Employer Representative (v) Full time internet connection to all offices (vii) 2No. 14.1 mega pixel digital camera with minimum 30-bit colour depth and 8GB memory card as manufactured by Sony or equal approved	45,000.00

ITEM	DESCRIPTION	AMOUNT (US\$)
	(viii) 2No. Lockable 4-chest drawers metal filing cabinet (ix) 1No. dumpy or quickset level and levelling staff and 1No. 30 metres steel/linen tape in good working condition for the use of the Engineer. ALL EQUIPMENT WILL BE RETAINED BY THE CONTRACTOR ON COMPLETION OF THE CONTRACT. (xii) He shall provide, erect and maintain 2NO. lockup pedestal type water closet for the sole use of the Project Manager including making temporary connection to drain where applicable to the satisfaction of the project manager/client as follow: 1No. linked to Office for the client, 1No. for use by the Project Managers support staff. The contractor shall provide the services of a cleaner and pay all conservancy charges and keep both office and closet clean and in sanitary condition from the commencement to the completion of the Works and dismantle and make good disturbed surfaces to the satisfaction of the Project Manager on completion of the Works. (xiii) The office and the closet shall be completed before the Contractor is permitted to commence the Works. (xiv) The Contractor shall arrange for Site Meetings to be held and provide refreshments and meals as shall be directed by the Engineer.	
GCP.51	Rates on temporary buildings The Contractor shall be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected on the site for the purpose of the works. The Contractor shall also be responsible for agreeing or otherwise dealing with notice of assessment, demand note or other like documents which may be received in respect of such huts or temporary buildings. The Contract Sum shall be deemed to include for the aforesaid and for payment of any expenses incurred by the Contractor in connection with such assessment.	1,000.00
GCP.52	Temporary telephone The Contractor shall arrange for, provide and maintain a telephone connection to the Site from the commencement to completion of the Contract and shall pay all charges in connection therewith including local calls made by the Consultants.	1,500.00
GCP.53	Sign Board The Contractor shall unless otherwise directed, obtain any necessary consent or license from the Local Authority and immediately upon commencement of the works the Contractor shall, in accordance with the details supplied by the Project Manager, make and erect a sign board showing the name of the Employer and such other project information as shall be directed and approved by the Project Manager.	1,000.00
GCP.54	Temporary hoarding The works shall be enclosed by the Contractor with a fence not less than 2.40m high, neat and uniform in appearance to the approval of the Engineer. The fence shall be a sufficient obstacle to prevent the ingress of unauthorized persons or children and shall be complete with all necessary padlocked entrance gates, fans and screens as may be requisite to ensure the safety of the public or adjoining owners and of the works.	2,000.00

ITEM	DESCRIPTION	AMOUNT (US\$)
	The contractor shall maintain the fence, gates, fans and screens, obtain all necessary licenses and pay all fees in connection therewith, the amounts of which shall be deemed to be included in the Contract Sum. The Contractor shall allow for moving or adapting the fencing as and when required during the progress of the works and shall dismantle and remove at completion of the work, but not until all danger to the public has passed and shall make good all works disturbed.	
GCP.55	General Scaffolding Provide all scaffolding, (tubular steel or similar), that may be required for the works. The use of standing scaffolding by Nominated Subcontractors and the provision of special scaffolding for them are included in the items of general and special attendance in Provisional and P.C. Sums. WORK BY PUBLIC BODIES OR NOMINATED SUBCONTRACTORS OR GOODS AND MATERIALS FROM NOMINATE SUPPLIERS	4,000.00
GCP.56	Prime cost (P.C) items The words "Prime Cost" (or the initials ("P.C") wherever appearing in these Bills of Quantities, shall mean net cost exclusive of any trade, cash or other discount whatsoever but inclusive of the cost of packing, carriage and delivery. Such cost shall be the sum due to the Subcontractor or Supplier after adjustment where applicable in respect of measurements or rates. Any increases or decreases in these Prime Cost sums resulting from the adjustment and properly paid by the Contractor, shall be added to or deducted from the Contract Sum in the final account. In substantiation the Contractor will be required to produce to the Quantity Surveyor all quotations, invoices and receipted accounts as shall be necessary to show the details of the sums actually paid. Any sum added by the Contractor in these Bills of Quantities in respect of profit upon any Prime Cost will be deducted at the final settlement of accounts and a sum will be added, the amount of which will bear the same proportions to the sum added as the net amount properly expended bears to the original P.C sums.	
GCP.57	Particulars to be supplied when inviting quotations under P.C Sums When inviting quotations for the supply of goods or the execution of work described under P.C Sums, full particulars as contained herein (except the sums provided), and shown on the drawings in respect of the goods or work in question shall in all cases be supplied by the contractor to the persons, firms or companies quoting. All such invitations shall contain a stipulation that the quotations must state a guaranteed time for delivery of fixing, as the case may be, from the date when the particulars are supplied, in the case of materials to be delivered on the site in bulk, the person, firm or company quoting must guarantee the delivery of the quantity required, (uniform with the approved samples), by and at the time required to suit the progress of the building operations. The Contractor shall, with such invitations, supply full details of the times at which such delivery and/or fixing will be required in order that such guaranteed times may be stated.	

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.58	Nominated Subcontractors The Contractor shall be responsible for supplying all Nominated Subcontractors with sufficient information to enable them to prepare their schemes and working drawings, (if any), and shall also be responsible for ensuring that any work carried out by him in connection with sub-contracted work shall form with this information including such dimensions as may be agreed with Nominated Subcontractors. The Contractor shall place all orders with Nominated Subcontractors clearly on his own behalf and shall not pledge the credit of the Employer either directly or indirectly. In no case shall the Contractor be deemed to be the agent of the Employer nor shall there be created any privities of Contract as between the Employer and the Nominated Subcontractor. The Contractor must enter into a written Sub-Contract using an approved form and must deposit with the Engineer signed copies thereof. Nominated Subcontractors shall be responsible for (unless specifically mentioned under Special attendance):- (a) The cost of any necessary alterations to or re-erection of the Contractor's ordinary scaffolding which may be required by them to carry out their work. (b) Special scaffolding (c) Provision, erection and removal of workshop, sheds, etc., for the storage of materials or plant where the nature of the material or plant are such that they may be damaged by inclement weather, or other building for their employees, workmen and materials. (d) Provision of all necessary labour plant, tools, materials and equipment, etc., necessary to carry out and complete their work.	
GCP.59	Nominated Suppliers The Contractor shall be responsible for placing all orders for materials or goods with Nominated Suppliers clearly on his own behalf and shall not pledge the credit of the Employer either directly or indirectly. He shall arrange for delivery of all materials or goods at the proper time for ordered progress of the works. The Contractor shall take delivery on site of all materials or goods supplied by Nominated Suppliers and shall sign a receipt or goods supplied by Nominated Suppliers and shall sign a receipt as having received them in good order and condition. He shall load, transport to site, unload, return any packing material if required, hoist, provide safe storage and be responsible for any loss or replacement of any such lost or damaged articles at his own expense. Provision is made in these Bills of Quantities following each appropriate P.C sums for the cost of the foregoing services against items reading "Take delivery and fix only".	

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.60	General attendance on Nominal Subcontractors, local authorities and public undertakings The Contractor shall provide "general attendance" which shall be deemed to include arranging with Local Authorities, Public Undertakings, Nominated Subcontractors and Nominated Suppliers as from the time of commencement of their work on the site or manufacture and delivery of their goods and materials as appropriate, obtaining from them particulars of holes, mortices, chases, recesses, fixings and the like, the supplying them with all dimensions and other information so that respective works should and can proceed without interruption for the proper execution of the works. They shall also include the following:- Welfare facilities Sanitary accommodation General Scaffolding and for providing the following:- Space for offices, workshops and storage Light Water and clearing away rubbish arising from their work	
GCP.61	Special attendance on nominated subcontractors, local authorities and public undertakings The Contractor shall allow for all costs arising from the items of special attendance which have been included where required, after the items of general attendance. The meaning of certain terms used in the description of such items, in this Document, shall be as stated below:- Unloading and hoisting shall include for unloading all materials and plant, hoisting or lowering to various floor levels where required and depositing. Unless otherwise stated, the handling and moving of plant and materials to their positions after depositing at the require floor level will be carried out by the Subcontractor, Authority or Public Undertaking Special scaffolding shall include for providing, erecting and dismantling scaffolding, or the equivalent beyond that required for the Contractor's own use to enable Subcontractors to execute their work. Special scaffolding has been referred to only where there is no contiguous work by the Contractor for which scaffolding would generally be used. Notwithstanding the absence of a reference to special scaffolding, the Contractor is to allow in the item for attendance for the provision of scaffolding for the Subcontractor if the method of scaffolding he proposes to use for contiguous work would not provide adequate scaffolding for the Subcontractors work described, due consideration being give to the period of the contract at which the Subcontractors work will be carried out. Power shall include for the provision of a single phase electric power supply, with socket outlets reasonable adjacent to the work and the cost of all current. Other facilities shall be as described in the items.	

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.62	Cutting away and making good, etc. Cutting away and making good, etc. in connection with Subcontractor's work and the taking delivery and fixing of materials delivered to site by Nominated Suppliers have been included in this Document as Provisional Sums of measured work.	
GCP.63	Fixing only Fixing only items to be supplied under Provisional of P.C. Sums of items to be supplied by the Client shall include for taking delivery at site, unloading, storing in weather protected storage, taking from store and moving to final positions and fixing by methods required for each particular item. PROTECTION AND CLEANING THE WORKS	
GCP.64	Protection of works The Contractor shall allow for and provide and/maintain during the execution of the Works all shoring, strutting, needling and other supports and shall take all other precautions and adopt such expedients as may be necessary to preserve the stability of all buildings, structures, fences, walls, land and property, roads and footpaths, sewers, drains, gullies and other services (including those of adjoining owners) that may in any way be affected by the work to be executed under the Contract immediately he has taken possession of the Site and until completion of the Works. The Contractor shall hold the Employer completely indemnified against all or any claim for damage or losses accruing from any settlement resulting from such shoring and strutting or lack thereof and the striking and removal of the same. Any damage and/or settlement that may be caused arising out of or directly or indirectly consequent upon the aforesaid protective measures of the lack thereof or the carrying out of the Works is to be made good by the Contractor at his own expense to the satisfaction of the Engineer and all other parties concerned. The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roofs, gutters, drains, etc. until the completion of the Works. The entire responsibility in respect of all matters mentioned or referred to in this clause shall rest with the Contractor notwithstanding any approval given by the Engineer to, or concurrence in, the action taken or proposed to be taken by the Contractor, in pursuance of his obligations.	
GCP.65	Removal of plant, rubbish, etc. The Contractor shall, upon completion of the Works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the Site of the Works in a clean and tidy state to the Satisfaction of the Engineer. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Engineer.	500.00
GCP.66	Final Cleaning of building and site Before handing over any building, the Contractor shall properly clean all floors and finished surfaces, clean glass inside and outside and leave all sanitary and other appliances in full working order. He shall also cut out and weed all grassed areas clean down external steps, paths and roads and leave the whole in perfect condition ready for occupation.	500.00

ITEM	DESCRIPTION	AMOUNT (US\$)
GCP.67	HIV/AIDS and STD Prevention and Counseling The Contractor shall carry out information, education and consultation campaigns including regular distribution of condoms to the workforce, provide, maintain and operate STD and HIV/AIDS clinic or make alternative arrangements with existing local clinics, and also provide a qualified safety officer to deal with OHS, HIV/AIDS and gender management including transport.	500.00
GCP.68	As built Drawings The Contractor shall prepare and submit as built drawings for all the works executed to their details in 3 copies to the Engineer within a period of 3 weeks after issuing of a practical completion certificate.	2,000.00
TO SUMMARY		87,200

ELEMENT	DESCRIPTION	PAGE NO.	AMOUNT (US\$.)
	<u>BILL NO.2</u>		
	<u>PROPOSED BUILDING</u>		
	<u>SUMMARY</u>		
1	SUBSTRUCTURES	2/1/2	90,586.72
2	RC FRAME	2/2/1	37,168.00
3	WALLING	2/3/1	23,092.00
4	ROOF STRUCTURE AND ROOF COVERING	2/4/2	47,616.10
5	DOORS	2/5/2	19,910.62
6	WINDOWS	2/6/1	11,200.00
7	CEILING FINISHES	2/7/1	18,705.00
8	WALL FINISHES	2/8/1	39,597.00
9	FLOOR FINISHES	3/9/1	9,435.00
10	JOINERY FITTINGS	2/10/1	54,800.00
11	ELECTRICAL INSTALLATIONS	2/11/6	115,768.00
12	ICT & AUDIO VISUAL INSTALLATIONS	2/12/5	0.00
13	MECHANICAL INSTALLATIONS	2/13/9	86,262.00
	TOTAL BILL NO.2 CARRIED TO MAIN SUMMARY		554,140.44

2/5




IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.1				
	SUBSTRUCTURES				
	ALL PROVISIONAL				
	<i>The work in this element includes all works up to and including the ground floor slab</i>				
A	Allow for maintaining and upholding sides of excavation : clear off all fallen material, rubbish	1	ITEM	400.00	400.00
B	Allow for keeping the whole of the excavation free from general water	1	ITEM	400.00	400.00
C	Excavate for raft foundation commencing at reduced level but not exceeding 1.5m deep	741	CM	8.00	5,928.00
D	Ditto but 1.5 - 3.0 meters deep; ditto	99	CM	8.00	790.40
E	Extra over excavation for excavating in rock	42	CM	8.00	335.92
F	Return fill and ram selected excavated material around foundations	245	CM	6.00	1,470.00
G	Load and remove from site surplus excavated materials	595	CM	10.00	5,950.00
H	Approved murrum fill : well compacted in 150mm thick layers	494	CM	15.00	7,410.00
I	200mm Thick Bed of handpacked Hardcore base, well compacted	429	SM	30.00	12,870.00
J	50mm thick Sand dust blinding over surfaces of hardcore	429	SM	15.00	6,435.00
K	Insecticide treatment to surfaces of hardcore and bottom of excavation	494	SM	1.00	494.00
	CONCRETE WORK				
	PLAIN CONCRETE CLASS 15 (Minimum compressive strength of 15Mpa with 20mm max. nominal aggregate size) IN:				
L	50mm Thick blinding layer under raft foundation	494	SM	20.00	9,880.00
	VIBRATED REINFORCED CONCRETE CLASS 25 (Minimum compressive strength of 25Mpa with 20mm max. nominal aggregate size) IN:				
M	Ground beams		CM	200.00	
N	Stub Columns		CM	200.00	
O	200mm thick raft foundation slab	494	SM	40.00	19,760.00
P	200mm thick ground floor slab		SM	40.00	

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.2				
	RC FRAME				
	CONCRETE WORK				
	VIBRATED REINFORCED CONCRETE CLASS 25; 20mm				
	AGGREGATE : in				
A	Columns	10	CM	220.00	2,200.00
B	Beams	14	CM	220.00	3,080.00
C	Ring Beams	7	CM	220.00	1,540.00
C	150mm Thick solid suspended slab	131	SM	33.00	4,323.00
	STEEL REINFORCEMENT as described including cutting to length, bending, hoisting and fixing and including all necessary tying wire and spacing blocks				
D	8mm Diameter bars	1,520	KG	2.00	3,040.00
E	12mm Diameter bars	4,558	KG	2.00	9,116.00
F	16mm Diameter bars	4,052	KG	2.00	8,104.00
	FORMWORK TO:				
G	Vertical sides of columns	148	SM	10.00	1,480.00
H	Horizontal soffittes of suspended slab	131	SM	10.00	1,310.00
I	Sides and soffittes of beams	149	SM	10.00	1,490.00
J	Sides and soffittes of Ring beams	66	SM	10.00	660.00
K	Vertical Edges of slabs 150 - 225mm high	165	LM	5.00	825.00
	TO SUMMARY				37,168.00

2/2/1

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.3				
	WALLING				
	<i>PRECAST REINFORCED CONCRETE CLASS 20 complete with and Including reinforcement steel bars and formwork; finished fair on all exposed surfaces including bedding and jointing in cement sand (1:3) mortar</i>				
A	400 x 150mm thick weathered and throated coping as per architect's detailed drawing	113	LM	25.00	2,825.00
B	200 x 200mm lintols	18	LM	25.00	450.00
	BLOCK WORK				
	<i>Solid concrete blockwork load bearing 3.5N/mm2 to BS 5628 Part 1 1992: jointed and pointed in cement sand (1:3) mortar : with and including mild steel hoop iron wall ties every two course to BS 1243, 1978 : in</i>				
C	200mm thick parapet walls.	113	SM	29.00	3,277.00
D	200mm thick walls.	466	SM	29.00	13,514.00
E	150mm thick walls	70	SM	29.00	2,030.00
	DAMP PROOF COURSE OF BITUMEN FELT (BITU-BOND DPC) TO B.S. 743 Type A with 150mm laps including cement and sand (1:3) levelling bed				
F	200mm Wide	148	LM	6.00	888.00
G	150mm Wide	18	LM	6.00	108.00
	TO SUMMARY				23,092.00

2/3/1

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.4				
	ROOF STRUCTURE AND ROOF COVERING				
	<i>The rates for structural steelwork should include all plates, stiffeners, bolts, welded joints, all connections and accessories; painting and decorations; as per the Architect's and structural engineer drawings; the contractor must study the drawings and ensure that his/her prices include all the items as shown on the Structural Steelwork : framed; prepare and apply primer, water based Intumescent layers (R60) and top coat airless spray paint (this has to be strictly applied off site/workshop AND CERTIFIED): to</i>				
A	100 x 50 x 3mm SHS Top chords	709	KG	3.00	2,127.00
B	100 x 50 x 3mm SHS Bottom Chords	667	KG	3.00	2,001.00
C	50 x 50 x 3mm SHS struts and Ties	1,127	KG	2.80	3,155.60
D	100 x 50 x 25 x 2mm Z-Purlins weighing 3.54Kg per meter; fixed onto and including 50 x 50 x 3mm CFA cleat welded to rafters with 12mm diameter bolts; with joints reinforced with and including 80 x 400 x 6mm m.s. plate bolted with 4No. 12mm diameter bolts	1,407	KG	3.00	4,221.00
E	12mm dia. Anti-sag rods	81	KG	2.00	162.00
	METAL WORK				
	MILD STEEL GRADE GJ				
F	500mm wide Gauge 24 wall flashing bent to shape : overlapping roof covering and dressed into block work; Architect' detailed drawing	26	LM	80.00	2,080.00
	ROOF COVERING				
	<i>26-Gauge IT4 Galvanized pre-painted roofing sheets: fixed to Z-purlins with and including J-Bolts complete with washers: in</i>				
G	Sheet laid sloping not exceeding 15degrees from horizontal.	387	SM	14.50	5,611.50
H	Ditto; but Ridge/Hip cap	28	LM	7.00	196.00
	ROOF INSULATION				
	<i>SUPER POLYNUM D/s industrial duty thermal roofing insulation to complete roof area supplied with double sided tape and straining wire necessary for erection: in</i>				
I	Roof underside	387	SM	8.00	3,096.00
	2/4/1				
	WATERPROOFING				
	CEMENT SCREED (1:4) finished to receive waterproofing membrane				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
A	42mm Thick roof slabs; laid to falls	131	SM	15.00	1,965.00
B	Ditto; but to lining of 150mm diameter fulbora outlets <i>TWO LAYERS of Derbigum SP4 waterproofing membrane with 75mm side and 100mm end laps, sealed to primed surface to falls and cross falls: reinforced with polyester, fully bonded and torch applied into solvent primer or other approved equal SBS Membrane: applied in accordance with manufacturer's instructions : to</i>	16	NO	150.00	2,400.00
C	Roof slabs; laid to falls	131	SM	35.00	4,585.00
D	Ditto to lining of 110mm diameter fulbora outlets <i>WATER PROOF CEMENT SAND SCREED (1:4) finished to receive tiles</i>	16	NO	150.00	2,400.00
E	25mm Thick to flat roofs; laid to falls	131	SM	11.00	1,441.00
F	Ditto but to 150mm high skirting. <i>SUPPLY AND FIX 10mm Thick approved Clay floor tiles :bedded and jointed in approved water proof adhesive :pointed with approved water proof coloured cement :to</i>	165	LM	11.00	1,815.00
G	Floors	131	SM	35.00	4,585.00
H	150 x 10mm skirting	165	LM	35.00	5,775.00
TO SUMMARY					47,616.10

2/4/2

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.5				
	DOORS				
	STEEL DOORS				
	PURPOSE MADE DOORS: Standard Steel Panel door With Glazing (m/s) comprising of: 50 x 50 x 4mm RSA door frame; 100 x 50 x 4mm RHS bottom, middle & top rail and vertical stiles; lined both sides with 3mm thick mild steel plate on both sides; all iron mongery and accessories; one coat red oxide primer; as per architect's drawing				
A	Double leaf Door D01 overall size 1900 x 2500mm high	6	NO	750.00	4,500.00
B	Double leaf, Double Swing Door D02 overall size 1500 x 2500mm high	2	NO	600.00	1,200.00
	TOUCH-UP PRIMER, prepare and apply three coats oil paint : on metal : to				
C	Steel doors	72	SM	6.00	432.00
	6mm CLEAR SHEET GLASS and glazing as described : to				
D	Timber fan lights in panes	18	SM	45.00	810.00
	TIMBER DOORS				
	50mm THICK SOLID MAHOGANY HARDWOOD TIMBER DOOR: to Architect's detailed drawing				
E	Single leaf door D03 overall size 800 x 2300mm high	9	NO	500.00	4,500.00
	WROT MAHOGANY FRAMES AND LININGS, selected, treated and kept clean: to Architects detail.				
F	200 x 50mm Frames; two labours, plugged.	49	LM	35.00	1,701.00
G	50 x 25mm Architrave : splayed	97	LM	15.00	1,458.00
H	25mm Quadrant : ditto	97	LM	10.00	972.00
	IRON MONGERY				
	Supply and fix the following iron mongery : locks and furniture where applicable are to be equal to those manufactured by "HAFELE" and approved by the Architect				
	HINGES				
I	100mm polished stainless steel butt hinges	14	PRS	45.00	607.50
	2/5/1				
	HANDLES				
A	Stainless steel Lever handles with and including 1 pair of short CB backplates	9	PRS	35.00	315.00
	LOCKSETS				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
B	3-turn Mortise lock complete with and including a euro profile cylinder, flanged striking plate and deadbolt DOOR CLOSERS	9	NO	35.00	315.00
C	Heavy duty adjustable power parallel arm overhead door closer KICK PLATES	7	NO	100.00	700.00
D	Stainless steel kick plate 800 x 200 x 1.2mm PUSH PLATES	9	NO	50.00	450.00
E	Brush stainless steel push plate on the outside overall size 300 x 150 x 1.2mm thick with rounded edges SYMBOLS	9	NO	30.00	270.00
F	Gents, Ladies, Pantry & PWD toilet signage DOOR STOPS	2	NO	45.00	90.00
G	Wall or Floor mounted Rubber door stop PREPARE AND APPLY THREE coats of polyurathane varnish: in accordance with manufacturer's	9	NO	25.00	225.00
H	General surfaces	33	SM	6.00	198.72
I	Surfaces 100 - 300mm	49	LM	6.00	291.60
J	Surfaces not exceeding 100mm girth	97	LM	6.00	583.20
K	Prime back of frame before fixing 100 - 300mm girth	49	LM	6.00	291.60
TO SUMMARY					19,910.62
2/5/2					
BILL NO.2 PROPOSED BUILDING ELEMENT NO.6 WINDOWS MILD STEEL WINDOWS					

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
A	ARMSTRONG ACOUSTIC MINERAL FIBRE TILE SYSTEM SUSPENDED CEILINGS, 600x600x15mm thick tiles: 20mm x 7mm x 25m gauge epoxy acrylic protected tee clips at 600mm centres located by piped tabs into 38mm x 26mm x 23 gauge epoxy acrylic protected snab tee runners at 600mm centres in three meter lengths : joined with 29mm x 20mm x 170mm x 20 gauge hot dipped galvanised splice plates with 20mm expansion edge trim of 20mm x 25 gauge two coat vinyl white painted channel edge trip; fixed with screws to background requiring plugging to: Ceiling	389	SM	45.00	17,505.00
B	INTERNAL LIME PLASTER first coat of cement lime and sand (1:2:9) second coat of cement, lime putty and sand (1:1:6) Steel trowelled smooth 25mm Thick two coat work to slab soffites	60	SM	14.00	840.00
C	PREPARE AND APPLY ONE MIST COAT AND THREE COATS ceiling matt emulsion paint internally on: Plaster board surfaces	60	SM	6.00	360.00
TO SUMMARY					18,705.00

2/7/1

<u>BILL NO.2</u>					
<u>PROPOSED BUILDING</u>					
<u>ELEMENT NO.8</u>					
<u>WALL FINISHES</u>					
<i>EXTERNAL WALL FINISHES</i>					
<i>CEMENT AND WASHED SAND (1:3) render trowelled smooth</i>					
A	25mm Thick three layer work to Walls	536	SM	13.00	6,968.00



IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
B	Ditto but to concrete surfaces PAINTING AND DECORATING PREPARE AND APPLY THREE COATS first grade weather guard emulsion paint : externally; on		SM	13.00	
C	Rendered surfaces INTERNAL WALL FINISHES CEMENT AND SAND (1:4) SCREEDS FINISHED to receive wall tiles	536	SM	6.00	3,216.00
D	15mm Thick wall screed to receive tiles INTERNAL LIME PLASTER first coat of cement, lime putty and sand, (1:2:9) second coat of cement, lime putty and sand (1:1:6) Steel trowelled smooth	274	SM	15.00	4,110.00
E	15mm Thick two coat work to walls. SUPPLY AND FIX 6mm thick COLOURED GLAZED CERAMIC WALL TILES; bedded and jointed with approved adhesive; pointed in approved waterproof	536	SM	14.00	7,504.00
F	Wall surfaces	274	SM	30.00	8,220.00
G	Extra over for PVC corner strips PAINTING AND DECORATING PREPARE AND APPLY ONE MIST COAT AND THREE COATS silk vinyl emulsion paint internally on:	83	LM	25.00	2,075.00
H	Plastered wall surfaces	536	SM	14.00	7,504.00
TO SUMMARY					39,597.00

2/8/1

BILL NO.2

PROPOSED BUILDING

ELEMENT NO.9

FLOOR FINISHES

POLISHED TERRAZO : FIRST COAT OF 25MM THICK WATER PROOF CEMENT AND SAND (1:3) second coat of 25mm thick coloured cement and marble aggregate (1:2:5) including 25 x 3mm pvc dividing strips at 1200mm centers : in

A	50mm thick Paving (Screed) to Floors	390	SM	15.00	5,850.00
B	Ditto to ramps including rows of 5mm x 5mm deep anti-slip grooves	16	SM	15.00	240.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	150 x 10mm Thick skirting	223	LM	15.00	3,345.00
TO SUMMARY					9,435.00
3/9/1					

BILL NO.2**PROPOSED BUILDING****ELEMENT NO.10****JOINERY FITTINGS**

VANITY COUNTER TOP comprising of: 20mm thick Granite worktop and 100mm high fascia on 50 x 50 x 4mm SHS support structure and framing complete with 100 x 100 x 5mm SHS base plates; all painting and decorations; to Architect's detailed drawing; in

A Low level vanity top overall size 600mm deep x 1350mm high
FURNITURE

6 NO 800.00 4,800.00

05 S 2

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	<u>BILL NO.2</u>				
	<u>PROPOSED BUILDING</u>				
	<u>ELEMENT NO.11</u>				
	<u>ELECTRICAL INSTALLATIONS</u>				
	i) To be supplied, delivered to Site, installed, connected complete and commissioned in full working condition including all the necessary fixing/mounting/terminating accessories as per Specification and Drawings, tested and commissioned to the satisfaction of the Electrical Engineer.				
	ii) All electrical items to be suitable for 415/240V power system.				
	iii) All power supply cables measured under this Bills of Quantities have provisional route length stated. Actual measurements will be done on site during evaluation.				
	iv) All underground reticulation and distribution cables are to be supplied and installed c/w all necessary fixing / clipping / supporting / glanding and termination accessories as per general specification and type approved by the Electrical Engineer.				
	v) The rate for the underground cables shall cover excavation, sand-bedding, backfilling, trenching, enclosing in PVC ducts, manholes, where necessary, and all associated builders' works. Actual measurements shall be based on the site conditions.				
	vi) All indoor cables are to recessed within the wall fabric and enclosed in suitably sized PVC conduits neatly installed and to further Instructions from the Electrical Engineer and/or Drawings.				
	vii) All lightings fittings shall be as per Drawings with control gear compatible with 240V/50Hz. All lighting fittings are to be approved by the Electrical Engineer prior to installation.				
	viii) All wiring accessories to be flush / trunking mounting,) original ABB/Clipsal manufacture or approved equivalent. The items are to be complete with all attachments and accessories. All samples to be approved prior to installation by the Engineer.				
	ix) The entire electrical installation shall be tested for compliance in accordance to the 16th Edition of the IEE Wiring Regulations and witnessed / approved by the Engineer				
	2/11/1				
	<u>ELECTRICAL INSTALLATIONS</u>				
	<u>SCHEDULE OF LIGHTING FITTINGS</u>				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	All Lighting Fittings to be supplied with Digital Addressable Lighting Interface (DALI)				
A	Surface mounted 3D adjustable mounted downlight 120Lm/w, 2*20W, colour temperature of 2700K to 3000K, 170mm diameter by Zenome code OSJ-AR80-A02-2*20W. Light Type Y				
B	Adjustable led track light, 20W, colour temperature of 2700K to 3000K, Zenome code of SJ-GDD-005-20W. Light Type TR				
C	T5 fixture Batten tube, 30W, colour temperature of 2700K to 3000K, 1200mm long by Zenome code SSF 12 1200, 30 W. Light Type F3				
D	Cob Surface mounted Rechargeable Ceiling Waterproof Led Light with Emergency lighting, 20W, colour temperature of 2700K to 3000K, 170mm diameter by Zenome code ON- CSD- 2472 20W. Light Type X				
E	Cob glass Recessed mounted downlight 150Lm/w, 18W, colour temperature of 2700K to 3000K, 150mm diameter by Zenome code ON-CGP-R- 2438, 18W. Light Type I				
F	Bulkhead made in vandal resistant polycarbonate 268 x 146 x 71mm, IP65, colour temperature 4000K to 6000K, as Zenome Code ON-WTL-R-2517. Light type N				
G	Round bridge lux led wall Bulkhead light, 18W, colour temperature of 4000K to 6000K, by Zenome code ZN-741, 18W. Light Type k				
H	Led waterproof lamp light, 18W, colour temperature of 4000K to 6000K, by Zenome code ON- WTL - R- 2516, 18W. Light Type A toilet light				
I	Recessed mounted downlight 1150Lm/w, 15W, colour temperature of 4000K to 6000K, 150mm diameter by Zenome code ON-AGD-R-2411, 15W. Light Type R				
J	Led Recessed mounted spot light 150Lm/w, 12W, colour temperature of 4000K to 6000K, 150mm diameter by Zenome code ON-SSP-R-2459, 12W. Light Type Q				
K	Wall mounted light, 32W, colour temperature of 2700K to 3000K, by Zenome code YJ8308 32W. Light Type LX				
L	Surface mounted led downlight, 30W, Colour temperature 3500K to 4100K, by Zenome code SJ-SF-DOO2, 30W. Light type J				
	2/11/1				
M	Surface mounted 600 x 600mm LED panel light made of aluminium housing body strong corrosion resistance, 42W, Colour Temperature of 4000K to 5000K Code ON-BLPL-2511 by Zenome Light Type F4				
N	Surface mounted 600 x 600mm LED panel light made of aluminium housing body strong corrosion resistance, 42W, Colour Temperature of 4000K to 5000K Code ON-BLPL-2512 by Zenome Light Type F5				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
O	Surface mounted 300 x 300mm LED panel light made of aluminium housing body strong corrosion resistance, 32W, Colour Temperature of 4000K to 5000K Code LULTSLA032XM by Zenome Light Type F3E				
P	Surface mounted 600 x 600mm LED panel light made of aluminium housing body strong corrosion resistance, 32W, Colour Temperature of 4000K to 5000K Code CP6060 by Zenome SMD2835 Light Type F4E				
Q	Concealed Light Chandelier with No. of heads: 27 Cap type: E14 Wattage: 27 x 4.5 W LED Dimension (mm): Ø 1066 x H 2743 Weight (Kg): 55 No. of boxes for one product: 2 Asfour Almaaza Gold Product code: CHL-GLD-AS11063XB by Jaguar as light type CH				
R	Concealed Light Chandelier as Asfour Almaaza of Product code: CHL-BRS-ASWISSYY0170C, Color: Bronze Material: Zinc alloy and marble No. of heads:6+12+18+12+24+8 Cap type: E14 Wattage: 80 x 4.5 W LED Dimension (mm): Ø 2330 x H 3300 Weight (Kg): 550 No. of boxes for one product: 17 by Jaguar as light type CH2				
S	Self-contained double sided exit sign with arrow pointing down and with running man, for wall/ceiling/suspension cantilever mounting with 8W fluorescent tube, maintained 3hr duration				
T	Self-contained single sided exit sign with arrow pointing up and with running man, for wall/ceiling/suspension cantilever mounting with 8W fluorescent tube, maintained 3hr duration				
U	Self-contained double sided exit sign with arrow pointing Horizontal and with running man, for wall/ceiling/suspension cantilever mounting with 8W fluorescent tube, maintained 3hr duration				
2/11/2					
FIRST FIX					
A	Lighting points in 25mm heavy gauge PVC conduit clipped to the surface of the slab or concealed in slab, with drops concealed in walls to switch positions complete with MK steel boxes and all accessories.	54	NO	45.00	2,430.00
B	Twin Socket outlet points in 25mm heavy gauge PVC conduit clipped to the surface of the slab or concealed in slab, concealed in walls complete with MK steel boxes and all accessories	150	NO	65.00	9,750.00

05

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	CCTV Camera points in 25mm heavy gauge PVC conduit clipped to the surface of the slab or concealed in slab, concealed in wall, or in trunking, complete with MK steel boxes and all accessories. Includes 3 in the Archive	7	NO	80.00	560.00
D	Fire detection points in 25mm heavy gauge PVC conduit clipped to the surface of the slab or concealed in slab, concealed in wall, or in trunking, complete with all accessories	15	NO	75.00	1,125.00
E	Access Control points in 25mm heavy gauge PVC conduit clipped to the surface of the slab or concealed in slab, concealed in wall, or in trunking, complete with all		NO	100.00	
F	Wifi, Data and Telephone Points outlet points in 25mm heavy gauge PVC conduit concealed in walls complete with MK steel boxes and all accessories.	150	NO	75.00	11,250.00
G	Air Conditioning indoor Units points in 25mm heavy gauge PVC conduit concealed in slab, with drops concealed in walls to switch positions complete with MK steel boxes and all accessories	8	NO	135.00	1,080.00
H	Fresh air unit points in 25mm heavy gauge PVC conduit concealed in slab, with drops concealed in walls to switch positions complete with MK steel boxes and all	1	NO	150.00	150.00
I	38mm heavy gauge PVC conduits embedded in the walls / ceiling complete with all accessories.	60	LM	16.00	960

2/11/2

SECOND FIX

Provide all materials, install, connect and set to work the following all as described in the Specifications and Drawings.

A	Lighting points wired by 3 x 2.5mm ² SC PVC-I copper cables in PVC conduit complete with all accessories.	54	NO	65.00	3,510.00
B	Socket outlet points wired by 3 x 2.5mm ² SC PVC-I copper cables in PVC conduit complete with all	150	NO	75.00	11,250.00
C	Wiring from MDB to UPS by 4Core x 25 sq.mm SC PVC-I copper cable in 25mm PVC conduit concealed in walls complete with all accessories.	20	LM	25.00	500.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
D	Fresh Air Unit points wired by 3 x 2.5mm ² SC PVC-I copper cables in PVC surface conduit complete with all accessories.	1	NO	135.00	135.00
E	Air Conditioning indoor Unit wired by 3x2.5mm sq. SC PVC-I Copper cables and all accessories.	12	NO	145.00	1,740.00
F	4 core x 50mm ² SC PVC-I copper cables from the Main board to Distribution Board -g, laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	20	LM	45.00	900.00
G	50mm ² yellow/green copper earth cables from the Main board to Distribution Board -g, laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	20	LM	35.00	700.00
H	4 core x25mm ² SC PVC-I copper cables from the UPS to Distribution Board U1, laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	20	LM	45.00	900.00
I	25mm ² yellow/green copper earth cables from UPS to Distribution Board U1, laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	20	LM	25.00	500.00
J	110 PN10 PVC pipes to be used as electrical sleeves as shown in the	16	PCS	45.00	720.00
K	160 PN10 PVC pipes to be used as electrical sleeves as shown in the	16	PCS	65.00	1,040.00
L	Steel cable tray 450x100mm fixed on slab soffit/on wall/on roof members complete with all accessories.	90	LM	55.00	4,950.00
M	200 x 50mm perforated steel trays hung in the Ceiling, for power, voice and data complete with all accessories.	90	LM	40.00	3,600.00
N	Profile 201, 220mm x 65mm, 3-Compartment prestige skirting and DADO trunking (for data, telephone and power socket outlets), complete with all necessary accessories such as couplers, end caps, internal bends, external bends, flat angles, flat tees, e.t.c.; all as to MARSHALL-TUFFLEX manufacture, or approved equivalent (route length)	260	LM	70.00	18,200.00

2/11/3

THIRD FIX					
Provide all materials, install, connect and set to work the following all as described in the Specifications and Drawings.					
A	Light Type F5	35	NO	85.00	2,975.00
B	Light Type N	4	NO	75.00	300.00
C	Light Type X	4	NO	110.00	440.00
D	Light Type A	10	NO	65.00	650.00
E	Light Type EXIT - Double sided with horizontal arrows + running man	2	NO	135.00	270.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
F	6A 1 gang 1way light switch as Zenome W002 or MK or equal approved complete with all accessories.	2	NO	15.00	30.00
G	6A 3 gang 2way light switch as Zenome S006 or equal approved complete with all accessories.	4	NO	30.00	120.00
H	IP65 Photocell Daylight Dusk Till Dawn Sensor Outdoor Photocell Light Switch 10A, wired into circuit with Timer as Zenome. Crabtree, or similar approved.	1	NO	65.00	65.00
SOCKETS					
I	13A 3pin twin switched socket outlets with indicators on wall or trunking as Zenome W030 or equal approved.	150	NO	25.00	3,750.00
J	1 lgang 45A cooker switch complete with flush mounting box, and fitted with a neon indicator lamp, as Zenome W039 or equivalent.	1	NO	45.00	45.00
K	32A 3 phase isolator , as to Zenome or equivalent.	4	NO	75.00	300.00
L	100A 3 phase isolator for UPS	1	NO	195.00	195.00
M	20A DP switch for Fan Coil Units as Zenome V038-W or equal approved	6	No	38.00	228.00
N	63 8-way TPN MCB wall mounted recessed Distribution Board (DB U1) , complete with integral 100A TPN MCB incomer, and the outgoings MCB's as per drawings: and	2	NO	750.00	1,500.00

2/11/4

POWER SUPPLY AND RETICULATION**MAIN DISTRIBUTION BOARDS**

All Main / Sub-Main Distribution Panel Boards (MDB,) to be of Schneider Manufacture.or approved equivalent

A	6Way, 160A, 415 Low Voltage TPN MCCB-type Main Low Voltage Panel (MDB), Blokset, Type-Tested , to be supplied and installed in the Electrical Switch Room complete with outgoing MCBs, composed of boxes to embed in insulating material with opaque door as per drawings. The Board shall also include: i) Surge protection for the 3-Phases	1	ITEM	7,500.00	7,500.00
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IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
ii)	Free Standing, with full length key-lockable door and enclosure to IP41 or better				
iii)	Digital Instrumentation				
iv)	Phase indicators				
v)	Operation and Maintenance Manuals and atleast 1 year Warranty				
vi)	Over / Under Voltage Protection				
vii)	Phase Failure and Sequence Protection				
ix)	Labelling				
B	Earth the Main Distribution Board MDB so as to achieve a final earth resistance value of not more than 1.0 Ohm and as per IEE Regulations and Code of Practice.	1	ITEM	2,500.00	2,500.00
C	Supply and installation of internal system for protection against surge, composed of 5 protectors against surge: 1 protector for three-phase line for electrical supply placed inside the main switchboard. Fully assembled, connected and tested. Including: Placement. Connection.	1	ITEM	2,000.00	2,000.00
2/11/5					
POWER SUPPLY AND RETICULATION					
MAIN LOW VOLTAGE CABLES					
A	Wiring to Voltage stabilizer by 4core x 35mm2 XLPE/PVC/SWA/PVC Armoured copper cables from the Load centre , laid in floor ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	60	LM	30.00	1,800.00
B	Wiring to Changeover Switch by 4 core x 35mm2 XLPE/PVC/SWA/PVC Armoured copper cables from the Stabilizer, laid in floor ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	15	LM	30.00	450.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	Wiring From Generator by 4 core x 35mm2 XLPE/PVC/SWA/PVC Armoured copper cables to the changeover switch, laid in floor ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	60	LM	30.00	1,800.00
D	Wiring From Changeover by 4 core x 35mm2 XLPE/PVC/SWA/PVC Armoured copper cables to the Main Distribution Board, laid in floor ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	45	LM	30.00	1,350.00
E	4 core x 16mm2 SC PVC-I copper cables from Distribution Board to Sub DB1 and DB2 laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	45	LM	22.00	990.00
F	16mm2 yellow/green copper earth cables from Distribution Board to lift 1, laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	80	LM	22.00	1,760.00
G	4core x 16mm2 XLPE/PVC/SWA/PVC copper cables from the MDB to the Service LIFT , laid in floor ducts, complete with terminating lugs, glands and all fittings and accessories (Route length)	80	LM	22.00	1,760.00
H	16mm2 yellow/green copper earth cables from the Main Distribution Board to service Lift , laid in ducts, complete with terminating lugs, glands and all fittings and accessories (Route length).	80	LM	22.00	1,760.00

2/11/5

LIGHTNING PROTECTION					
<i>All items are to be supplied and installed complete with all the required mounting, fixing, clipping, testing, connecting accessories, connected, tested and commissioned to the satisfaction of the Electrical Engineer</i>					
A	25mm x 3mm copper tape as to FURSE manufacture, or approved equivalent.	118	LLM	15.00	1,770.00
B	25mm x 3mm copper square test clamp, as to FURSE Cat.No. CT 105, or approved equivalent.	3	NO	25.00	75.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	2000mm x 15mm air rod, as to FURSE Cat. No. RA 240 c/w multiple point, as to FURSE Cat. No. RA 600, air terminal base, as to FURSE Cat. No. SD 105, and ridge saddle, as to FURSE Cat. No. SD 115, or approved equivalent	3	NO	250.00	750.00
D	25mm x 3mm tape clip as FURSE cat CP210	180	NO	5.00	900.00
E	1200mm x 20mm solid copper earth rod, as to FURSE Cat.No. RC 015, complete with driving stud and coupler, and accessories.	3	NO	145.00	435.00
F	Concrete inspection chamber, as to FURSE Cat. No. PT005 or approved equivalent.	3	NO	250.00	750.00
G	Allow for PC For all Sundry and associated works	3	NO	200.00	600.00
	FIRE DETECTION				
	<i>Provide all materials, install, connect and set to work the following all as described in the Specifications and Drawings.</i>				
	<i>All Supplied Fire Alarm points shall be of Menvier Type or equal approved.</i>				
H	4 loop Addressable control panel including printer, batteries, standby power supply and all accessories as MFNVIER or equal approved.		NO	4,500.00	
I	Fire Alarm points wired by 3core x 1.5mm ² MIC heat resistant copper cables in PVC surface/concealed conduit complete with all accessories.		NO	2,000.00	
J	Intelligent Optical Smoke Detectors		NO	150.00	
K	Intelligent Rate of Rise Detectors		NO	150.00	
L	Intelligent Manual Pull Station		NO	150.00	
M	Fire alarm electronic sounder		NO	200.00	
N	Intelligent Interface for AC		NO	100.00	
O	Fire Alarm Isolator		NO	100.00	
P	Control Module		NO	200.00	
	TO SUMMARY				115,768.00
	2/11/6				
	BILL NO.2				
	PROPOSED BUILDING				
	ELEMENT NO.12				
	ICT & AUDIO VISUAL INSTALLATIONS				
	GENERAL NOTES				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	Supply and install the following elements (c/w fixing and mounting accessories) of the Siemens / Proline / GE / Bosch manufacture/ Honeywell USA/ AXIS Communications Sweden or approved equivalent				
A	8MP IR Fixed Dome Network Camera, 1/2.5 Progressive Scan CMOS, 2.8/4/6/8mm fixed lens, H.265+, H.265, H.264+, H.264, IP67, IK10, Built-in micro SD/SDHC/SDXC card slot upto 128GB, IR up to 30m., 3D DNR, BLC/3D DNR, audio input and output, RJ45 10M/100M, PoE		NO	350.00	
B	8MP IR Fixed bullet Network Camera, 1/2.5 Progressive Scan CMOS, 2.8/4/6/8 mm fixed lens, H.265+, H.265, H.264+, H.264, IP67, IK10, Built-in micro SD/SDHC/SDXC card slot upto 128GB, IR up to 30m., 3D DNR, BLC/3D		NO	350.00	
	Ground Floor				
C	CAT 6A cable as Legrand or equal approved supplied and installed in trunking or duct between workstations and patch panels complete with all accessories (each roll is 305m)		ROLLs	300.00	
D	48-Port Category 6A (6E) UTP Modular Patch Panel. As Legrand/ APC or equal and approved in the server room		NO	250.00	
E	24-Port Category 6A (6E) UTP Modular Patch Panel. As Legrand/ APC or equal and approved.		NO	140.00	
F	Cisco Switch C9200L-48P-4G-A with 48 ports LAN Base stackable switch is comprised of 48 x Ethernet 10/100/1000 ports with POE+ (48 Ports full POE+) and 4 x 1G SFP fixed uplink interfaces. It delivers Power over Ethernet Plus(PoE+) that supports up to 1440W of PoE		NO	1,800.00	
G	Cisco Switch C9200L-24P-4G-A with 24 ports LAN Base stackable switch is comprised of 24 x Ethernet 10/100/1000 ports with POE+ (24 Ports full POE+) and 4 x 1G SFP fixed uplink interfaces, Network Advantage		NO	1,400.00	
H	1.5m Category 6 UTP patch cords with RJ45 plugs and rubber boots on both ends (100 Ohms unscreened)		NO	25.00	
2/12/2					
A	3m CAT 6A patch Cords. Connection between 48 port switch in server room and 24 port switch as Siemon/LeGrand/APC		NO	20.00	
B	Fiber Patch Cords		PAIR	20.00	

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	12 Port Optical fiber patch panel with pigtails and quards		NO	120.00	
D	4 core Optic Fiber Cables from first floor and second floor to Server room		LM	5.00	
E	1000Base-T SFP Transceiver Copper Small Form Pluggable (SFP)transceivers compliant with the Gigabit Ethernet and 1000- BASE-T standards as specified in IEEE 802. 3-2002 and IEEE 802.3ab, Up to 1.25Gbps bi-direction data links, 100m transmission over unshielded twistedpair (UTP) Category 6, BDTR-GB-P1RC as		NO	100.00	
F	3m CAT 6A patch Cords. Connection between 24 port switch in server room and NVR as Siemon/Legrand/APC		NO	150.00	
	NVR				
G	24 Channel IP Network Video Recorder NVR 512Mbps Bit Rate Input Max(up to 64-ch IP video), 16 SATA Interfaces upto 8TB for each disk. and Total 64TB HDD storage included. alarm I/O: 24/8, RAID 0,1,5, 6,10, N+1 hot spare supported, 3U case, 19" IP camera connections, with HD real time transmission and recording, synchrononus play back 16 channels, Audio inputs 1 Ch, RCA, Video Outputs: 2 Primary VGA , 2 Primary HDMI, 4 X Ethernet (RJ45), 4 X USB 2.0. Power: Max 882 W, 100 V AC to 240 V AC. Support H.265/H.264 formats, with Keyboard, Remote monitoring via desktop application, browser or SNMP, web browser for remote management and all		NO	7,500.00	
H	Associated recording/playback/viewing/management software		ITEM	1,500.00	
I	Testing and documentation.		ITEM	500.00	
J	KVM media converter complete with HDMI cables, one in server room Conference block and the other in the control room office block		PAIR	650.00	
K	42" LCD VGA PC flat panel display colour monitor, 1280x1024 + picture in picture, 120/230VAC 50/60Hz, and all accessories.		NO	7.00	
L	4 core Optic Fiber Cables from the server room to the control room installed between the KVM media converters.		M	5.00	
M	Install 110mm PVC Heavy gauge pipe between research center and office block viewing for passage of fiber		LM	7.00	
	2/12/3				
	DATA INSTALLATIONS				
A	Siemon Twin RJ45 outlets for UTP CAT 6 for Voice and Data as Siemon or equal approved		NO	50.00	
B	Wireless Access Points as CISCO Meraki WIFI 6/6E		NO	1,500.00	
C	CAT 6A cable as Legrand or (each roll is 305m) on Floor		ROLL	500.00	

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
D	48-Port Category 6A (6E) UTP Modular Patch Panel. As logged/ABC approved and approved		NO	450.00	
E	24-Port Category 6A (6E) UTP Modular Patch Panel. As logged/ABC approved and approved		NO	250.00	
F	1.5m Category 6 UTP patch cords with RJ45 plugs and ribbed boots on both ends (100 Ohm unshielded)		NO	20.00	
G	Cisco Switch C9200L-48P-4G-A with 48 ports LAN Base switch is composed of 48 x Ethernet		NO	6,500.00	
H	Cisco Switch C9200L-24P-4G-A with 24 ports LAN Base switch is composed of 24 x Ethernet		NO	4,500.00	
I	1000Base-T SFP Transceiver Copper Small Form Pluggable (SFP)transceivers compliant with the Gigabit Ethernet and 1000- BASE-T standards as specified in IEEE 802. 3-2002 and IEEE 802.3ab, Up to 1.25Gbps bi- direction data links, 100m transmission over unshielded twistedpair (UTP) Category 6, BDTR-GB-P1RC as		NO	300.00	
J	One pair Fiber patch cords		NO	65.00	
K	24 Port Optical fiber patch panel with pigtails and quards		NO	300.00	
L	8 Port Optical fiber patch panel with pigtails and quards		NO	200.00	
M	12 Core Armoured Multi mode Fibre Optic cable from Fiber patch panel to the office block		LM	5.00	
N	8 Core Armoured Multi mode Fibre Optic cable from Fiber patch panel in the floors to the fiber Patch panel in the server room		LM	6.00	
O	16 port CISCO 4 X 10G SFP switch		NO	4,000.00	
P	42U Data Server cabinet rack complete with power supply and fan and mounting rails for servers, ventilated		NO	2,000.00	
Q	21U, 600 x 600, 19 inch wall mounted equipment cabinet complete with lateral panels, lockable glass door, mounting rails and 2 fans as TOTEN or Giganet or approved equal		NO	650.00	
R	PDU		NO	200.00	
H	Patch guide		NO	50.00	
	UPS				
I	Supply a 10kVA, 415V,50Hz output with +/- 3% voltage regulation, 125% overload for ten minutes, by pass switch true on-line, Green technology Uninterruptible Power Supply complete with 20 minutes autonomous time battery bank back-up and network communication port as SMART APC MGE Galaxy or Tripp Lite UPS Smart online or equal and approved. Provide external batteries to achieve 20Minutes Backup time. The Cost shall include costs for batteries sufficient for 3 hour operation.The Tender must be supported with relevant brochure		NO	14,500.00	
J	Allow for installation testing and commissioning of the above item		LOT	2,000.00	
	2/12/4				
A	Allow for 3 No. Sets each of Documentation, Operations and Maintenance Manuals.		LOT	1,000.00	

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
B	Supply a 5kVA, 220V,50Hz output with +/- 3% voltage regulation, 125% overload for ten minutes, by pass switch true on-line, Green technology Uninterruptible Power Supply complete with 20 minutes autonomous time battery bank back-up and network communication port as SMART APC MGE Galaxy 3500 or Tripp Lite UPS Smart online or equal and approved. Provide external batteries to achieve 20Minutes Backup time. The Tender must be supported with relevant brochure		NO	4,500.00	
	AUDIO VISUAL AND VOICE EVACUATION SYSTEM				
	VOICE EVACUATION				
C	Voice Evacuation Frame - VX-30PROAV		NO	3,000.00	
D	Digital Power Amplifier Module - VX-01PROAV		NO	1,500.00	
E	Power Supply Manager - VX-3PROAV		NO	900.00	
F	12 VOLT 65 A/H BATTERY		NO	300.00	
G	Remote Microphone		NO	800.00	
H	Ceiling speaker Ceramic terminal, thermal fuse, EN54, BS - PC-18BS		NO	140.00	
I	Wall Speaker Black EN54-24 PROAV Africa - BS-6BSB		NO	200.00	
J	Digital Power Amplifier Module - VX-0PROAV		NO	1,400.00	
K	Weatherproof Music Horn Speaker		NO	300.00	
	Lecture theater				
L	65-inch 4K UHD collaborative touch panel is designed for interactive environments in education and corporate settings. - BK6PROAV		NO	3,500.00	
M	This powerful mini PC is designed to enhance interactive displays, featuring an Intel i5-12450H processor for robust performance across various applications. It includes 8GB of RAM and 256GB SSD storag -		NO	1,400.00	
N	Tilt/Swivel Wall Mount TV Bracket - 650PROAV		NO	200.00	
O	Wireless Visualizer - M7AVERPROAV		NO	1,000.00	
	TO SUMMARY				

05

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	2/12/5				
	<u>BILL NO.2</u>				
	<u>PROPOSED BUILDING</u>				
	<u>ELEMENT NO.13</u>				
	<u>MECHANICAL INSTALLATIONS</u>				
	<i>Portable Fire extinguishers</i>				
A	Carbon Dioxide portable fire extinguisher 5kg as NAFFCO CO2 gas extinguisher Model NC5 or equal approved.	4	NO	175.00	700.00
B	9kg ABC dry powder type, cartridge operated, wall mounted fire extinguisher as NAFFCO or equal	4	NO	100.00	400.00
C	ABC Argonite ceiling mount automatic fire extinguisher, 15kg with protection area upto 10m2, complete with discharge pressure of 15kgf/cm2, with temperature range between 20 to 55 degrees centigrade, operating automatically at 68 degree centigrade. This ABC extiguisher is suitable for fire of paper, wood, cloth,flammable liquids, gases and electrically started. These to be installed in the power room.	2	NO	200.00	400.00
	2/13/1				
	<u>HVAC</u>				

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	The Contractor shall supply, install, test and commission to the satisfaction of the Engineer the following including builders' works				
A	Floor standing portable Air Conditioning Unit of 5.6KW, 240V 50Hz as to LG, Midea or equal approved complete with all accessories.	8	NO	4,500	36,000.00
B	Fresh air intake indoor unit type as LG ARNU96GB8Z4, cooling capacity 22.4kW, airflow 35.7 l/m, power input 360W, 240V, complete with external wall-mounted bird screen, fixtures, and all other accessories. Dimensions Height: 460mm, Width: 1562mm, Depth: 688mm		NO	12,000.00	
	Refrigerant piping as LG or equal and approved, including insulation and supports				
C	12.7/6.35mm		LM	25.00	
D	22.2/9.52mm		LM	30.00	
	Refnet Joints (Liquid/Gas Sets)				
E	Refnet joint (assorted)		NO	30.00	
F	Poly vinyl sheathed inter wiring cable 2.5mmSq Cable to be wired to all indoor units and finally to central remote controller		ITEM	500.00	
G	LCD central remote controller		NO	1,200.00	
	Drainage from Fan coil units				
H	25mm uPVC drain pipe c/w all fixtures and terminated to a nearby storm water drain		LM	6.00	
I	Fresh air supply air grille module 500x250mm with integral diffuser 500x250mm, 4-way, complete with plenum, integral volume control damper, as AirMaster ACDM-4+D or equal and approved		NO	200.00	
J	Ditto but dummies for return air		NO	140.00	
K	Flexible duct		LM	14.00	
	Fresh air system				
L	Fresh air ducts as GI 24 gauge including, armaxflex insulation, Tees, reducers, bends and accessories				
M	600x300mm		LM	40.00	
N	500x 250mm		LM	35.00	
O	400x250mm		LM	30.00	
P	300x250mm		LM	25.00	
2/13/2					
A	250x200mm		LM	25.00	
B	200x200mm		LM	20.00	
C	Fresh Air Louver 600x300		NO	200.00	

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
D	Nalle 8-inch exhaust fan of 80W, 500 cfm through, wall installation ventilation fan.		NO	200.00	
E	Exhaust fan of 30W, through-wall installation ventilation fan		NO	100.00	
	Outdoor units				
F	LG outdoor unit ARUN080LSH0, cooling capacity 22.4kW power input 3ph, 415V, 5.6kW. The unit shall be installed complete with a power connection from a board. The unit shall be complete with an automatic voltage switch.		NO	14,000.00	
	AC for Server Room, offices & Power room				
G	AC split unit, with a cooling capacity of 5.6 kW, a wall-mounted indoor unit, a wall-mounted outdoor unit, all necessary piping, and a connection to power, including all accessories, as approved by LG or an equivalent		NO	8,000.00	
2/13/3					
PLUMBING AND DRAINAGE					
Internal Plumbing					

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
A	Cleaner's sink in white enameled fireclay approximately 465 x 410mm with one bib tap and chain stay, stainless steel grating and all accessories as TWYFORDS FC 1033 W/H	1	NO	300.00	300.00
B	Vitreous China Wash Hand Basin, mounted on countertop with white 40cm vessel wash hand basin, no tapholes, silver single lever 1 hole vessel basin mixer-no waste, waste 1 1/4" brass swivel plug waste, 80mm unslotted tail, trap 1 1/4" plastic bottle, 75mm seal, fixing brackets for vessel basin, and all accessories as Ideal standard White Round 40 Vessel or equal approved.	10	NO	220.00	2,200.00
	Water closet				
C	Vitreous China Water Closet as Ideal Standard Studio Levien E785001 - G785101 WC Wall Hung Set complete with a bowl, concealed cistern, flush valve and all necessary accessories for full installations	6	NO	600.00	3,600.00
	Urinal Set				
D	313X342MM wall mounted urinal bowl made from polished stainless steel for concealed flush pipes complete with back inlet spreader, earthing tag, sensor flush device, waste bottle, bowl separator and screw to wall fixings as to ARMITAGE SHANKS TAY	4	NO	250.00	1,000.00
E	Urinal bowl separator	4	NO	120.00	480.00
	Disabled WC Suite Assembly				
	DISABLED WC SUITE				
F	Low tank WC, in sanitary vitreous china, model Victoria 'ROCA', white, 370x665x780 mm, double flush cistern, WC seat and cover with soft closing model Victoria ROCA, chromated regulation valve 1/2", flexible hose and all accessories	2	NO	600.00	1,200.00
G	Wash basin wall pedestal 610mm with elbow support, shaped edges for a better grip as Ideal standard San Remo complete with one center tap hole, white colour, 32mm chrome plated bottle trap, complete with 1/2" Elbow action tap as Vado with aerator, pop-up waste and flexible waste hose	2	NO	250.00	500.00
H	Grab rails 600mm long as 'twyfords' AV 4902 WH	2	NO	90.00	180.00
I	Grab rails 600mm long with toilet roll holder as	12	NO	100.00	1,200.00
	2/13/5				
A	6mm glass plate mirror size 610x475mm with bevelled edges complete.	13	No.	90.00	1,170.00
B	Stainless Steel IOM Toilet Tissue Holder, With Cover, Round A9127AA Toilet tissue holder with cover complete with all fixing accessories.	12	NO	45.00	540.00

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
C	Soap Dispenser as Armitage shanks or equal approved	6	NO	55.00	330.00
D	Supply and installation of a hand held shataff handset complete with mounting set as VADO XSH-111XSHATTAF/SR-CP.	10	NO	60.00	600.00

2/13/6

INTERNAL AND EXTERNAL SEWERAGE DRAINAGE**INTERNAL DRAINAGE****Foul Water**

Supply and fix the following in PVC soil and waste system to BS 4514 with fittings, fixed according to the manufacturer's printed instructions and BS 5572:1978 all as supplied by KEY-TERRAIN or equal, complete with all fittings and accessories

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
A	110mm heavy duty PVC soil waste pipe on wall and or in duct.	110	LM	9.00	990.00
B	160mm heavy duty PVC soil waste pipe on wall and or in duct.	40	LM	15.00	600.00
C	50mm heavy duty PVC soil waste pipe on wall and or in duct.	35	LM	7.00	245.00
D	38mm heavy duty PVC soil waste pipe on wall and or in duct.	30	LM	6.00	180.00
E	Gulley Traps complete with masonry wall and concrete cover.	5	NO	150.00	750.00
F	Floor traps with stainless cover complete with all accessories	9	NO	70.00	630.00
G	WC connector.	8	NO	35.00	280.00
EXTERNAL SEWERAGE DRAINAGE					
<i>Supply and fix the following in PVC soil and waste system to BS 4514 with fittings, fixed according to the manufacturer's printed instructions and BS 5572:1978 all as supplied by KEY-TERRAIN or equal, complete with all fittings and accessories</i>					
H	160mm heavy duty PVC soil waste pipe on wall and or in duct.	80	LM	15.00	1,200.00
I	110mm heavy duty PVC soil waste pipe on wall and or in duct.	40	LM	9.00	360.00
J	Manhole as 650 x 650mm (internally) inspection chambers 950mm deep invert consisting of 150mm thick concrete block wall, benched and channeled in concrete Class "Q" and rendered and trowelled smooth in 20mm thick water proofed cement/sand screed including excavation and medium duty approved cast iron cover	4	NO	100.00	400.00

2/13/7

A	Manhole as 650 x 650mm (internally) inspection chambers 650mm deep invert consisting of 150mm thick concrete block wall, benched and channeled in concrete Class "Q" and rendered and trowelled smooth in 20mm thick water proofed cement/sand screed including excavation and medium duty approved cast iron cover	4	NO	100.00	400.00
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IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
B	Manhole as 900 x 900mm (internally) inspection chambers 1100mm deep invert consisting of 150mm thick concrete block wall, benched and channeled in concrete Class "Q" and rendered and trowelled smooth in 20mm thick water proofed cement/sand screed including excavation and medium duty approved cast Septic Tank	2	NO	150.00	300.00
C	Three chamber septic tank for 150 users to detail size 4300mm by 2100mm by 2100mm deep to structural Engineer's detail complete with inlet and outlet chambers. Refer to drawings	1	NO	8,000.00	8,000.00
D	Soakpit size 3.5M diam 5M deep filled with hard core and covered with 1000 guage polythene and top made good to match surroundings Miscellaneous	1	NO	6,500.00	6,500.00
E	Allow a PROVISIONAL SUM for 3sets of as built drawings on A3 for all mechanical installations WATER CONNECTION AND SUPPLY <i>Provide all materials, install, connect and set to work the following all as described in the Specifications and Drawings. The rate should include accessorie such for threading,ball valve and all accessories</i>	3	PS	500.00	1,500.00
F	Excavate trench 0.6M wide, Max and 1M deep back fill ram and cart away excess soil to lay rising main and HDPE pipes for connection to the building upto storage tank	55	LM	5.00	275.00
G	32mm HDPE pipe PN10 laid in ground for water supply to water tanks from water Supply point . Complete with Tees, Elbows, Reducers, Unions, Reducers, Adapters and all associated fittings and accessories. Provide 0 to 5mm sand bend for the pipe below and above.	55	LM	5.00	275.00
H	40X40X40cm inspection manhole with 40x40cm cover	1	LM	50.00	50.00

2/13/8

IT E	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
A	Brass gate valve as to PEX England	1	LM	20.00	20.00
B	Manhole as 600 x 450mm (internally) inspection chambers 600mm deep invert consisting of 150mm thick concrete block wall, benched and channeled in concrete Class 'Q' and rendered and trowelled smooth in 20mm thick water proofed cement/sand screed including Water tanks	2	NO	100.00	200.00
C	10,000Litre PVC tank as PolyTanks complete with all pipe work and all accessories mounted on 12m steel tower.	2	NO	2,500.00	5,000.00
D	50mm HDPE pipe PN10 laid in ground for water distribution Complete with Tees, Elbows, Reducers, Unions, Reducers, Adapters and all associated fittings and accessories. Provide 0 to 5mm sand bend for the pipe below and above	72	LM	6.00	432.00
E	50mm gate valves	5	NO	30.00	150.00
F	32mm gate valves	2	NO	25.00	50.00
RAIN WATER HARVESTING					
G	10,000L PVC tanks as Crestank or approved equal, complete with 25mm ball valve, 25mm washout bib tap and 50mm overflow pipe.	1	NO	2,500.00	2,500.00
H	110mm PN6 PVC pipe from Roof gutters to water tank as to multiple industries or equal approved	6	LM	10.00	60.00
I	Allow for builders works for casting concrete/masonry bases for 10,000L PVC Water tank approximate size 2.7M diameter wide by 500mm high.	1	NO	1,300.00	1,300.00
TO SUMMARY					86,262.00

2/13/9

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ELEMENT	DESCRIPTION	PAGE NO.	AMOUNT (US\$.)
	BILL NO.3		
	EXTERNAL WORKS		
	SUMMARY		
1	SITE CLEARANCE AND EARTHWORKS	3/1/1	1,000.00
2	PAVED AREAS; CAR PARKING & WALKWAYS	3/2/1	48,000.00
3	NEW BOUNDARY WALL	3/3/1	0.00
5	LANDSCAPING	3/4/1	4,000.00
6	ELECTRICAL INSTALLATIONS	3/5/4	17,500.00
TOTAL BILL NO.3 CARRIED TO MAIN SUMMARY			70,500.00

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ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.3				
	EXTERNAL WORKS				
	ELEMENT NO.1				
	SITE CLEARANCE AND EARTHWORKS				
	SITE CLEARANCE				
A	Clear site of all bushes, shrubs and under growth and cutting down trees not exceeding 1500mm girth, including grubbing up roots and removing away from site; including removal and disposal of existing hard landscaping like pavers, kerbs and the like	1	Sum	1,000.00	1,000.00
	EXCAVATIONS				
B	Excavate average 200mm deep to remove vegetable soil; wheel and remove from site.			8.00	
C	Mass excavation to reduce levels commencing from stripped level; deposit in temporary spoil heaps on site.			8.00	
D	Load and cart away surplus excavated material from site.			7.00	
	FILL TO MAKE UP LEVELS				
E	Load from spoil heaps, spread and level selected excavated material where directed on site including compacting in layers not exceeding 150mm thick using 15 ton vibrating roller to 95% MDD ASHTO to Engineer's approval.			10.00	
F	Approved imported murrum fill; well compacted in layers not exceeding 150mm thick using 15 ton vibrating roller to 95% MDD ASHTO to Engineer's approval.				
	TO SUMMARY				1,000.00

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ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.3				
	EXTERNAL WORKS				
	ELEMENT NO.2				
	PAVED AREAS: CAR PARKING & WALKWAYS				
A	Excavate in bulk to formation levels of parking	1	Sum	48,000	48,000.00
B	Load and cart away surplus excavated material from site.				
C	Compact existing subgrade to 98% MDD, (MOD AASHTO), CBR>15%				
D	150mm thick graded crushed stones, laid to falls and camber, well rolled and compacted to 95% MDD (Modified AASHTO)				
E	30mm thick blinding over surfaces of hardcore				
	PRE-CAST CONCRETE "CABROWWORKS" heavy duty paving blocks or any other equal and approved : quadblock pattern.				
F	80mm Thick concrete block size 205 x 110mm laid to falls on and including 50mm thick sand bed, allow for compaction, rolling and vibration, spread and brush into joints and compact.				
	TARMAC				
G	50mm Dense bitumen macadam premix base and wearing course penetrating 80-100, to BS 1621 and 2040 including priming surface of blinding with MCO bitumen.				
	Pre-cast concrete Class "D" as described finished fair on all exposed surfaces including bedding, jointing and pointing in cement and sand (1:3) mortar				
H	125 x 250 mm Splayed kerb to BS 340 including concrete Class 'E' foundation and 100 mm haunching to back of a kerb including all necessary excavation, formwork and disposal,				
	ROAD MARKING				
	Prepare surfaces and apply three coats of approved road marking paint: to				
I	Kerbs 150 to 225mm girth				
J	Roads and parking 75 to 150mm girth				
	TO SUMMARY				48,000.00

3/2/1

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.3				
	EXTERNAL WORKS				
	ELEMENT NO.3				
	BOUNDARY WALL				
	NEW BOUNDARY WALL				
A	Allow for labour and material for construction of boundary walling 2400mm high overall above ground level comprising ; 200mm Thick solid concrete block walls 600mm high above ground and 2000mm high (average) sub-wall, 300 x 50mm thick weathered and throated coping, rendered and painted both sides; with and including 600 x 200mm thick reinforced concrete grade 25 strip footings ; 300 x 300mm thick reinforced concrete columns at 3000mm centres and 400 x 400 x 50mm thick weathered and throated coping; 1450mm high painted metal grille to pattern comprising of 25 x 25 x 1.5mm SHS vertical members at 150mm centres, 50 x 50 x 2mm SHS Balusters at 2500mm centres, welded to 3No. 25 x 25 x 1.5mm thick SHS horizontal members, anchored into concrete with fish tail; with and including 1.5mm steel plate; all painting and decorations ; including all necessary excavation, formwork and disposal; as per Architect's details;	0	LM	550.00	0.00
	GATES				
	Mild Steel Sections: welded connections: one coat red oxide primer: three coats oil paint				
B	Supply and install 6000 x 2550mm high Double leaf vehicle access gate comprising of: 25 x 25 x 1.5mm SHS bottom, middle, top rails and vertical stiles; 6 x 6 x 1.5mm thick spear headed SHS members at 150mm centres; complete with all necessary iron mongery, painting and decorations; to Architect's detailed drawings;	0	NO	2,500.00	0.00
C	Ditto but 1000 x 2550mm high single leaf pedestrian access gates; ditto	0	NO	1,000.00	0.00
	GATE POSTS				
D	300 x 300 x 3000mm high concrete class 25 gate posts with and including 1000 x 1000 x 400mm pad foundation with Y12 bars at 200 centers both ways, minimum 1000mm below ground; reinforcement bars to columns; all formwork; excavations and disposal; 25mm thick plaster and and three coats weather guard paint to exposed surfaces; 400 x 400 x 50mm thick weathered and throated precast concrete coping; to Architect's & Engineer's detailed drawings	0	NO	500.00	0.00
	TO SUMMARY				0.00

3/3/1

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.3				
	EXTERNAL WORKS				
	ELEMENT NO.4				
	LANDSCAPING				
A	Dig out to break existing ground and all weeds and roots, supply, spread and level 300mm red imported soil and mix with manure and general fertilizer including planting approved grass tufts at 100mm centres in each direction and flower hedges including watering until established.	1	Sum	4,000	4,000.00
B	Supply and plant approved small trees including watering until established; height n.e. 500mm high				
C	Supply and plant approved shrubs and flowering plants in approved pattern including watering until established				
D	Supply and plant hedges including watering until established; height n.e. 500mm high				
TO SUMMARY					4,000.00
3/4/1					

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
	BILL NO.3				
	EXTERNAL WORKS				
	ELEMENT NO.5				
	ELECTRICAL INSTALLATIONS				
	GENERAL NOTES				
i)	To be supplied, delivered to Site, installed, connected complete and commissioned in full working condition including all the necessary fixing/mounting/terminating accessories as per Specification and Drawings, tested and commissioned to the satisfaction of the Electrical Engineer.				
ii)	All electrical items to be suitable for 415/240V power system.				
iii)	All power supply cables measured under this Bills of Quantities have provisional route length stated. Actual measurements will be done on site during evaluation.				
iv)	All underground reticulation and distribution cables are to be supplied and installed c/w all necessary fixing / clipping / supporting / glanding and termination accessories as per general specification and type approved by the supervising Electrical Consultant.				
v)	The rate for the underground cables shall cover excavation, sand-bedding, backfilling, trenching, enclosing in PVC ducts, manholes, where necessary, and all associated builders' works. Actual measurements shall be based on the site conditions.				
vi)	All indoor cables are to recessed within the wall fabric and enclosed in suitably sized PVC conduits neatly installed and to further Instructions from the Electrical Engineer and/or Drawings.				
vii)	All lightings fittings shall be as per Drawings with control gear compatible with 240V/50Hz. All lighting fittings are to be approved by the Electrical Engineer prior to installation.				
viii)	All wiring accessories to be flush / trunking mounting, original ABB/Clipsal manufacture or approved equivalent. The items are to be complete with all attachments and accessories. All samples to be approved prior to installation by the Engineer.				
ix)	The entire electrical installation shall be tested for compliance in accordance to the 16th Edition of the IEE Wiring Regulations and witnessed / approved by the Engineer				

3/5/1

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
Diesel Generator					
Factory acceptance Tests					
A	Allow for a PROVISIONAL SUM of United States dollars: Ten thousand (USD 10,000) for Factory Acceptance Tests at the country of origin of the Hybrid Solar with system with BESS manufacturing plant. The witnessing testing team will include Electrical Engineer, Mechanical Engineer, Architect, Project Manager, Civil/structural Engineer, Quantity Surveyor and Client representatives (2No).	0	ITEM	10,000.00	
GENERATOR INSTALLATION					
B	Supply a Water cooled diesel electric generator with weather proof silencer Canopy complete with Automatic Mains Failure Unit, Automatic start and changeover switch, Heavy duty battery, day tank, with a Prime Rating of 35kVA, 415Volts, 50Hz, 3 phase, power factor 0.8 complete, with all accessories as F. G. will SONL CARTERBULL AB or equal approved	1	NO	12,000.00	12,000.00
i)	Signal cabling				
ii)	Improved exhaust and silencing system				
iii)	Original manufacturer's Installation, Operation and Maintenance				
iv)	Manuals are to accompany the tender.				
v)	External exhaust management to Engineer's Approval				
vi)	Emergency stop button mounted on enclosure exterior				
vii)	Integral interior maintenance light available				
viii)	Warranty for atleast one year				
ix)	Standard Spare Parts for 2500 hour running. The list to accompany item.				
C	Allow for synchronizing Panel for the above generators complete with all accessories	0	ITEM	2,000.00	
INSPECTION / TESTING & COMMISSIONING:					
D	Allow for all costs for the Electrical Consultant to inspect and witness all tests for the above equipment, as per Specification, at the manufacturer's/Suppliers premises before Transportation To Site. The contractor to provide type test reports before approval and routine tests to be carried out at the manufacturer's premises.	1	ITEM	1,500.00	1,500.00
SEPARATE GENERATOR EARTHING:					
E	Earth the Generator Set as per Code of Practice and IEE Regulations, as to achieve an earth resistance value of not more than 1.0 ohm.	1	ITEM	1,000.00	1,000.00

3/5/3

ITEM	DESCRIPTION	QTY	UNIT	RATE (US\$.)	AMOUNT (US\$.)
B	Allow for an 160A, 415V, 50Hz AUTOMATIC LOAD TRANSFER PANEL with all accessories and attachments to Caterpillar Manufacture/ABB Stabilizer	1	ITEM	3,000.00	3,000.00
C	65kVA input 415V +/-18%, output 415V +/-5% voltage stabilizer with independent phase control, complete with digital multifunction meter, bypass switch, input breaker, Over/under-voltage and phase rotation/failure relays, surge protection and all accessories as Watford Controls or equal approved.	0	NO	5,500.00	
TO SUMMARY					17,500.00

3/5/4

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ORGIONAL

TECHNICAL PROPOSAL

RFB No: SS-MOHEST-521333-CW-RFB

**Renovation of the MoHEST
Headquarters Office Building and Three
(3) Digital Skills Training Centers
(DSTCS) – PACKAGE 1**



**SUBMITTED BY: SABA STAR GENERAL TRADING
COMPANY LIMITED**

Address:

Hai Cinema, Behind Twin Tower, Juba, South Sudan

Tele: +211922197500

Email Address: sabastarco.ltd@gmail.com

sabasget2015@gmail.com

**EMPLOYER: MINISTRY OF HIGHER EDUCATION, SCIENC
(MOHEST)**

**SABASTAR
GENERAL
TRADING
COMPANY
LIMITED**

JANUARY

2026

**SABA
STAR**

GENERAL TRADING COMPANY LTD

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- 20.10 FORM EXP - 4.1 GENERAL CONSTRUCTION EXPERIENCE
- 20.11 FORM EXP - 4.2(A) SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE
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- 20.13 FORM EXP - 4.2(C) SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS AND ANY ADDITIONAL
- 21. COMPANY LEGAL DOCUMENT
- 22. COMPANY PROFILE

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1. LETTER OF BID

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1. Letter of Bid

Date of this Bid submission: 26, 01, 2026

Request for Bid No.: SS-MOHEST-521333-CW-RFB

Alternative No:- Not Applicable

To: Ministry of Higher Education, Science and Technology (MoHEST)

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- I. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- II. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- III. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- IV. **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): i**

We and any of our subcontractors:

- i. have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

V. **Conformity:** We offer to execute in conformity with the bidding document the following Works: **Renovation of the MoHEST Headquarters Office Building and Three (3) Digital Skills Training Centers (DSTCS) – PACKAGE 1**

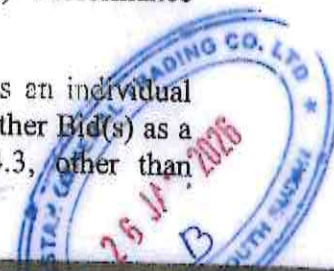
VI. **Bid Validity:** Our Bid shall be valid until **30th April 2026**, and it shall remain binding upon us and may be accepted at any time on or before this date;

VII. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security and an Environmental and Social (ES) Performance Security, in accordance with the bidding document;

VIII. **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, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

Address: Hai-Cinema, Behind Twin Tower, Juba South Sudan,
 Tele: +211922197500/ +211911197500/+211922555818
 Email Address: sabastarco.ltd@gmail.com
 Website: www.sabastargroup.com

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- IX. **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 World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank 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;
- X. **State-owned enterprise or institution:** We are not a state-owned enterprise or institution
- XI. **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;
- XII. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- XIII. **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;
- XIV. **Adjudicator:** We accept the appointment of **-Accept the Adjudicator proposed by the tendering authority-** as the Adjudicator.

Name of the Bidder: **SABASTAR GENERAL TRADING CO.LTD**

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **BINIAM TEKIE TESFAGABR**

Title of the person signing the Bid: **MANAGING DIRECTOR**

Signature of the person named above:-

Date signed:- **24 day of January, 2026**

Date signed **24 day of January, 2026**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
 **: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid



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24. POWER OF ATTORNEY



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Date: 26 July 2026

AUTHORIZATION LETTER

Sabastar General Trading Co. Ltd, a company duly incorporated and existing under the laws of the Republic of South Sudan, with its registered office at Hai Cinema, Juba, Republic of South Sudan (hereinafter referred to as the "Company"), hereby authorizes **Mr. Gobbel Mehari**, the General Manager of the Company, to act for and on behalf of the Company in all matters relating to the **Construction of Digital Skills Training Center at Dr. John Garang University of Science and Technology - Lot 3, Reference No. SS-MOHEST-521333-CW-RFB**.

For the purpose of the above Project, **Mr. Gobbel Mehari** is authorized to:

1. Represent the Company before the Ministry of Higher Education, Science and Technology, the Employer, the Procuring Entity, and all other relevant government authorities, institutions, and stakeholders.
2. Sign, execute, acknowledge, submit, receive, and deliver the Contract Agreement and all related contracts, amendments, certificates, declarations, correspondence, payment documents, guarantees, and any other documents required for the implementation and administration of the Project.
3. Make representations, attend meetings, respond to communications, provide clarifications and undertake all lawful administrative and contractual actions necessary for the successful execution of the Project.
4. Perform all acts and execute all documents that are necessary for the fulfilment of the Company's obligations and the exercise of its rights under the Contract.
5. This Authorization is issued exclusively for the above-mentioned Project and shall remain valid until the completion of the Project or until it is revoked by the Company in writing.
6. This Authorization shall be binding upon the Company, and all lawful acts performed by the authorized representative within the scope of this Authorization shall be deemed to have been performed with the full authority and approval of the Company.

Issued under the authority of Sabastar General Trading Co. Ltd on this 26th day of July, 2026.


BINIAM TEKIE TEFAGABR
Director of the Board



Address: Hai Cinema, Behind Twin Towers Building, Plot No.13 Juba South Sudan

Tel: +211922197500/ +254715128482

Email Address: sabastarrss@gmail.com/ info@sabastargroup.com/ sabastarco.ltd@gmail.com



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