

**REPUBLIC OF RWANDA**

**Contract for small works.......................**

**By and between**

**The Government of Rwanda**

**Name of the Procuring Entity:................................**

**and**

**………...**

**Contract number: …………………….**

**Contract amount and currency: …………………………**

**Contract duration: ………………..**

**Project Manager: ………………….**

**Date of contract: ……………………..**

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms……………………, the ……………… of the Ministry of ………/name of the Public Institution (Hereinafter referred to as “**the Procuring Entity**” and …………….. Ltd/Co, ........ incorporated in (Country) ………………… under the Registry number ……………………. Represented by Mr/Mrs/Ms ……………………….., ID/PC N°………………………., issued at……………………………, the ……………… of the company Hereinafter referred to as the “**Contractor**”

WHEREAS:

**I.** The Procuring Entity is desirous that the Contractor to procure the works for *[insert name and identification number of Contract]* as specified in the General Conditions of Contract attached to this Contract (hereinafter called “the Works”);

**II.** The Procuring Entity has accepted the bid by the Contractor for the execution and completion of such works through an appropriate tender process.

**III.** The Contractor having represented to the Procuring Entity that they have the required capacity has agreed to execute the works specified in this contract;

**IV.** The Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the works and intends to apply a portion of the proceeds of these funds to payments under this Contract;

**Or** (c) the Procuring Entity has decided to allocate a portion of its own budget to finance \_\_\_\_\_\_\_\_

Now therefore this Agreement is entered into as follows:

1. Object of the contract is the construction of ………………………………………………as specified in this contract

2. Considering the terms and conditions of payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby convenes with the Procuring Entity to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

* 1. The Procuring Entity hereby convenes to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects wherein the contract price amounting to [insert the amount] 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.
	2. The following documents shall constitute the contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the contract:
		1. **Contract**,
		2. **Letter of Acceptance,**
		3. **Special Conditions of Contract,**
		4. **General Conditions of Contract,**
		5. **Specifications,**
		6. **Drawings,**
		7. **Bill of Quantities,[[1]](#footnote-1)**
		8. **Bill of prices, and**
		9. **Contractor’s Bid,**
		10. **Any other document listed in the SCC as forming part of the Contract.**
	3. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above

Signed, Sealed, and Delivered by the said

Binding Signature of Procuring Entity *[signature of an authorized representative of the Procuring Entity]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor*

# Section IV. General Conditions of Contract

*The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.*

*The form of General Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.*

*The form can be used directly for smaller admeasurement contracts and, with the modifications noted in the footnotes, it can be adapted for lump sum contracts.*

The use of standard General Conditions of Contract for building and civil works in a country shall promote comprehensiveness of coverage, general acceptability of its provisions, savings in cost and time in bid preparation and review, and the development of a solid background of legal case histories.

**General Conditions of Contract**

##

## A. General

1. Definitions
2. The **Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
3. **BDS** means Bid Data Sheet
4. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
5. **Compensation Events** are those defined in GCC Clause 44 hereunder.
6. The **Completion Date** is the date of completion of the works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.
7. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the works. It consists of the documents listed in GCC Clause 2.3 below.
8. The **Contractor** is a person or corporate body whose bid to carry out the works has been accepted by the Procuring Entity and who signs the contract with the latter.
9. The **Contractor’s bid** is the offer prepared in accordance with the requirements of the bidding document and which was submitted by the Contractor to the Procuring Entity.
10. The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.
11. **Days** are calendar days; months are calendar months, unless provided otherwise.
12. **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.
13. A **Defect** is any part of the works not completed in accordance with the contract.
14. The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
15. The **Defects Liability Period** is the period **named in the** **SCC** Sub-Clause 35.1 and calculated from the Completion Date.
16. **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
17. The **Procuring Entity** is the party who employs the Contractor to carry out the works, **as specified in the SCC.**
18. **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the site to construct the works.
19. **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
20. The **Initial Contract Price** is the contract price listed in the Procuring Entity’s Letter of Acceptance.
21. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
22. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the works.
23. **Plant** is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
24. The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the works and administering the contract.
25. **SCC** means Special Conditions of Contract
26. The **Site** is the area **defined as such in the SCC**.
27. **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.
28. **Specification** means the nature of the works included in the contract and any modification or addition made or approved by the Project Manager.
29. The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
30. 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.
31. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the works.
32. A **Variation** is an instruction given by the Project Manager which varies the works.
33. The **Works** are what the contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC.**
34. **Other documents:** documents that may be listed in SCC as part of the contract

2. Interpretation

2.1 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement. For the interpretation of these GCC, singular also means plural, masculine also means feminine or neuter, and the other way around. 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 SCC**, 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).

3. Effectiveness of Contract

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| 3.1. This Contract shall come into effect on the date the Contract is signed by both parties, or such other later date as may be **stated in the SCC.** |
| **4. Commencement of Services**4.1 The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.** |

5. Law and Language

5.1 The Law governing the Contract shall be laws of Rwanda and the Language of the Contract shall be as **stated in the SCC**.

6. Project Manager’s Decisions

6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

7. Delegation

7.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

8. Notices or communications

8.1 Any notice or communication given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the** **SCC.** The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Confidentiality

9.1 The Procuring Entity and the Contractor shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor.

9.2 The Procuring Entity shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

9.3 The above obligation of a party, however, shall not apply to information that:

### the Procuring Entity or Contractor need to share with RPPA or other institutions participating in the financing of the Contract;

### now or hereafter enters the public domain through no fault of that party;

### can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

### otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

9.4 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the execution or any part thereof.

9.5 The provisions above shall survive completion or termination, for whatever reason, of the Contract.

10. Subcontracting

10.1 The Contractor may subcontract with the approval of the Project Manager, in compliance with the relevant provisions of the Public Procurement Law N°12/2007 as modified and completed to date and its application texts. Subcontracting shall not alter the Contractor’s obligations.

11. Other Contractors

11.1 The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

12. Personnel

12.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC,** to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

12.2 If the Project Manager requests the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract.

13. Procuring Entity’s and Contractor’s Risks

13.1 The Procuring Entity carries out the risks which this contract states are Procuring Entity’s risks, and the Contractor carries the risks which this contract states are Contractor’s risks.

14. Procuring Entity’s Risks

14.1 From the start date until the defects liability certificate has been issued, the following are Procuring Entity’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 Procuring Authority or by any person employed by or contracted to him except the Contractor and subcontractors.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

14.2 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 a Procuring Entity’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 a Procuring Entity’s risk, or

(c) the activities of the Contractor on the site after the completion date.

15. Contractor’s Risks

15.1 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 Procuring Entity’s risks are Contractor’s risks.

16. Insurance

16.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the start date to the end of the defects liability period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor’s risks:

(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.

16.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

16.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

17. Force Majeure

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| 17.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
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| 17.4 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.17.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.17.6 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |
| 17.7Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
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| 17.8 Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the works, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances. |

**18. Contract Amendment**

18.1 No amendment or other variation of the Contract shall be valid unless it is in writing, in form of an addendum, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

18.2 The amendment shall not affect the substance and the nature of the original contract, and any amendment increasing 20% of the contract shall require a new tender.

**19.** **Entire Agreement**

19.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

**20.** **No waiver**

20.1 No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

20.2 Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**21.** **Severability**

21.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**22.** **Good Faith**

22.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

23. Site Investigation Reports

23.1 Contractor, in preparing the bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.

24. Queries about the Special Conditions of Contract

24.1 The Project Manager shall clarify queries on the **SCC.**

**25. Contractor to Construct the Works**

25.1 The Contractor shall construct and install the works in accordance with the specifications and drawings.

26. The Works to be completed at the Intended Completion Date

26.1 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.

27. Approval by the Project Manager

27.1 The Contractor shall submit specifications and drawings showing the proposed temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

27.2 The Contractor shall be responsible for design of Temporary Works.

27.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

27.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

27.5 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.

27.6 Any other approval as specified in the contract.

28. Safety

28.1 The Contractor shall be responsible for the safety of all activities on the Site.

29. Discoveries

29.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.

30. Possession of the Site

31.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC,** the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**31. Access to the Site**

31.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

32. Instructions, Inspections and Audits

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

32.2 The Contractor shall permit the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Entity.

33. Disputes settlement

**33.1 Amicable Settlement**

33.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

33.2 Adjudication

33.2.1 In case parties fail to amicably settle a dispute in relation with technical matters like the calculations, specifications or any other details related to the works shall be referred to the Adjudicator within 14 days from the date parties fail to resolve the dispute amicably.

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| **33.3 Litigation or Arbitration**33.3.1 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably or through adjudication within thirty (30) days after the receipt by one Party of the other Party’s request for such amicable settlement or thirty days (30) after the Adjudicator’s decision may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC.** |

## B*.* Control of the schedule

34. Program

34.1 Within the time **stated in the SCC**, 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.

34.2 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.

34.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

34.4 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.

35. Extension of the Intended Completion Date

35.1 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.

35.2 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.

35.3 Request for extension of time shall be made not later than within a time period **stated in SCC.** Any request made after that period may be rejected by the Procuring Entity or accepted without prejudice to the application of liquidated damages.

36. Acceleration

36.1 When the Procuring Entity 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 Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

36.2 If the Contractor’s priced proposals for acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

37. Delays Ordered by the Project Manager

37.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Such instruction shall impact on the completion date which shall be extended accordingly.

38. Management Meetings

38.1 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.

38.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. 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.

39. Early Warning

39.1 The Contractor shall warn the Project Manager at the earliest opportunity, before the execution of the affected works or related activities, 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.

39.2 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

40. Identifying Defects

40.1 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.

41. Tests

41.1 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.

42. Correction of Defects

42.1 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 SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

42.2 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.

43. Uncorrected Defects

43.1 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

44. Bill of Quantities[[2]](#footnote-2)

44.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

**45** **The Bill of Quantities is used to calculate the Contract Price**.

45.1 The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

46. Changes in the Quantities[[3]](#footnote-3)

46.1 If the reduction of the activities of the tender results in a reduction of its cost by more than twenty per cent (20%) of the initial contract, the procuring entity and the Contractor shall negotiate the compensation to be given to the Contractor depending on the total expense incurred in the execution of the tender. This compensation shall not exceed twenty percent (20%) of the activities that have been reduced.

46.2 If the addition of the activities of the tender results in an increase of its costs by more than twenty percent (20%) of the initial contract, the Procuring Entity shall proceed to the award of a new tender or seek for no objection from Rwanda Public Procurement Authority to award that new tender to the current contractor.

47. Variations

47.1 All Variations shall be included in updated Programs[[4]](#footnote-4) produced by the Contractor.

48. Payments for Variations

48.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

48.2 If the work in the variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38 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.

48.3 If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the contract price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.

48.4 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.

48.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

49. Cash Flow Forecasts

49.1 When the Program[[5]](#footnote-5) 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.

50. Payment Certificates

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

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

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

50.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.[[6]](#footnote-6)

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

50.6 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.

51. Payments

51.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 45[[7]](#footnote-7) days of the date of each certificate. The penalties for delayed payments **shall be as stated in SCC.**

51.2 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.

51.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

51.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

52. Compensation Events

52.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.

(b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to 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 Procuring Entity, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Procuring Entity 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 Procuring Entity’s Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

52.2 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.

52.3 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.

52.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.

53. Tax

53.1 The taxes, duties, levies applicable, shall be included in the contract price except when they are subject to exemption in accordance with the tax legal framework. 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 47.

54. Currencies

54.1 Companies registered in Rwanda and those owned by Rwandan nationals shall only be paid in Rwanda currency. Where payments are made in currencies other than the currency of the Republic of Rwanda, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s bid.

55. Price Adjustment

55.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided **for in the SCC** and in accordance with the Law N°12/2007 of 27/03/2007 on Public Procurement as modified and completed to date and with regulations on public procurement. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the following formula:

P1 = P0 [a + bL1/ L0 + cM1/ M0] - P0

a+b+c = 1 in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labour component in the Contract Price

c = estimated percentage of material component in the Contract Price.

L0, L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Procuring entity are as follows:

a = [insert value of coefficient]

b= [insert value of coefficient]

c= [insert value of coefficient]

55.2 The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the midpoint of the period of manufacture).

55.3 The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible.

The Procuring entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the contract price paid to the Supplier as advance payment.

55.4 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.

56. Retention

56.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion **stated in the SCC**, until Completion of the whole of the Works and shall be payable to the Procuring Entity for any loss resulting from the Contractor’s failure to complete his obligations under this contract.

56.2 On completion of the whole works, 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.

56.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee.

57. Liquidated Damages

57.1The Contractor shall pay liquidated damages to the Procuring Entity at the rate of one thousandth (1%o) of the total amount of the contract per each day of delay to complete any phase of the works as stated in the work schedule as approved by the Project Manager. The total amount of liquidated damages shall not exceed 5% of the total amount of the contract.

57.2 Once the maximum is reached, the purchaser may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed the time period **stated in SCC** and penalties shall continue to accrue until full completion of the contract or termination.

57.3 The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

58. Bonus

58.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

59. Advance Payment

59.1 The Procuring Entity shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity 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.

59.2 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. If the Contractor uses part of or entire amount of the advance paid to him in activities other than those related to the contract, the advance shall immediately be considered as a debt which shall be paid by seizing the entire security or part of it.

59.3 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.

60. Securities

60.1 The Performance Security shall be provided to the Procuring Entity not later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank of the first order acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until the date specified therein.

60.2 If the public contract execution period has been extended or its value has increased, the contractor shall respectively extend the validity period of the performance security and submit a performance security of an increased amount respectively.

61. Dayworks

61.1 If applicable, the Dayworks rates in the Contractor’s bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

61.2 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.

61.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

62. Cost of Repairs

62.1 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. Completion of the Contract

63. Completion

63.1 Provisional acceptance of works

63.1 The Contractor shall officially inform the Project Manager of the completion of the works and request him to schedule a site visit for the purpose of provisional acceptance of completed works. The provisional acceptance shall take place within twenty (20) days following effective completion of works. The Project Manager together with the Contractor shall inspect the project and make a statement agreeing to or refusing the provisional acceptance of works, indicating mistakes to be corrected if any. In case of mistakes the Project Manager can decide to partially accept the works without mistakes and reschedule the inspection until full provisional acceptance.

**63.2 Final acceptance of works**

63.2.1 Within twenty (20) days prior to the expiry of the guarantee period for the provisional acceptance of works a final acceptance shall be scheduled upon the request by the Contractor, subject to correction of all mistakes notified to the Contractor during the guarantee period.

**63.3 Certificate of completion**

63.3.1 After final acceptance of works the Contractor shall request the Procuring Entity to be given a certificate of good completion of works indicating the date on which he completed his contractual obligations.

64. Taking Over

64.1 The Procurement Authority shall take over the site and the works within seven (7) days of the Project Manager’s issuing a certificate of Completion.

65. Final Account

65.1 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.

66. Operating and Maintenance Manuals

66.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC.**

66.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

67. Termination

67.1 The Procuring Entity or the Contractor may terminate the Contract if one or another party causes a grave breach of the Contract.

67.2 grave breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 60 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 60 days;

(c) The Procuring Entity 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 Procuring Entity to the Contractor within 90 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; and

(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 SCC.**

(h) if the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

67.3 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 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

67.4 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

67.5 If the Contract is terminated, the Contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

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| 68. Payment upon Termination68.1 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 **indicated in the SCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.68.2 If the contract is terminated for the Procuring Entity’s convenience or because of a fundamental breach of contract by the Procuring Entity, 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. |
| 69. Property69.1 All Materials on the site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor’s default. |
| 70. Release from Performance70.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity 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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# Section V: Special Conditions of Contract

*Except where otherwise indicated, all SCC should be filled in by the Procuring Authority prior to issuance of the Bidding Document. Schedules and reports to be provided by the contractor should be annexed.*

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| **A. General** |
| **GCC 1 (m)** | The Defects Liability Period is *[insert period of time calculated from the Completion Date]* |
| **GCC 1(p)** | The Procuring Entity is *[insert name, address, and name of authorized representative]*. |
| **GCC 1 (t)** | The Intended Completion Date for the whole of the Works shall be *[insert date]**[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]* |
| **GCC 1(w)** | The Project Manager is *[insert name, address, and name of authorized representative]*. |
| **GCC 1(y)** | The Site is located at *[insert address of Site ]* and is defined in drawings No. *[insert numbers]* |
| **GCC 1(bb)** | The Start Date shall be *[insert date]*. |
| **GCC 1(ff)** | The Works consist of *[insert brief summary, including relationship to other contracts under the Project]*. |
| **GCC 1 (gg)** | The following documents also form part of the Contract: *[list documents]* |
| **GCC 2.2** | Sectional Completions are: *[insert nature and dates, if appropriate]*  |
| **GCC 3** | The effective date of this contract is *[insert date]* |
| **GCC 4** | Commencement date of the works is *[insert date]* |
| **GCC 5** | The language of the contract is *[insert name of the language. The language shall be that of the bid].* The law that applies to the Contract is the law of Rwanda. *The Parties have further agreed that if the provisions of this Agreement ar**e inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.**Invalidity of one or more provision or articles of this Agreement shall not invalidate any other provisions or the Agreement as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution”*. |
| **GCC 8** | The notice or communication shall be sent at *[insert address]* |
| **GCC 11** | Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]* |
| **GCC 12.1** | Key Personnel: *[insert Schedule of Key Personnel]* |
| **GCC 16.1** | The minimum insurance amounts and deductibles shall be:(a) For the Works, Plant and Materials: *[insert amounts]*.(b) For loss or damage to Equipment: *[insert amounts]*.(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*.(d) for personal injury or death: * + - 1. of the Contractor’s employees: *[illuminated]*.
			2. of other people: *[illuminated]*.
 |
| **GCC 23** | Site Investigation Reports are: *[list Site Investigation Reports]* |
| **GCC 24** | Queries on Special Conditions of the Contract [to be provided] |
| **GCC 31** | The Site Possession Date(s) shall be: *[insert location(s) and date(s)]* |
| **GCC 33.2** | Fees and types of reimbursable expenses to be paid to the Adjudicator: *[insert hourly fees and* *reimbursable expenses]*. |
| **GCC 33** | Option for Adjudication:The adjudication shall be conducted and the Adjudicator appointed in accordance with the rules of Kigali International Arbitration Centre. If the Adjudicator resigns or dies, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; within 14 days of the resignation or death of the Adjudicator or of the date the parties agreed to replace him/her, a new Adjudicator shall be appointed in the same way as the Adjudicator being replaced was appointed.The Adjudicator shall give a decision in writing within thirty (30) days of receipt of a notification of a dispute.The Adjudicator shall be on hourly basis at the rate of **………….,** together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Procuring Entity and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to …………….. (insert either litigation or arbitration) within thirty (30) days of the Adjudicator’s written decision. If neither party refers the dispute to ……………… (insert either litigation or arbitration) within the above mentioned days, the Adjudicator’s decision shall be final and binding.Option for litigation: “If the parties cannot settle the dispute amicably or by Adjudication within thirty (30) days after appointment of the Adjudicator, the matter shall be referred to national courts of competent jurisdiction.”Option for arbitration:1. “Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled by amicable settlement or mediation (when provided for), shall be settled by arbitration in accordance with Kigali International Arbitration Centre (KIAC) rules.
2. The number of arbitrators to the proceedings shall be …..(Choose the number of arbitrators/can be one or three).
3. The seat for arbitration shall be ……… (Choose the seat).
4. The language for arbitration proceedings shall be …..(Choose the language).
5. The award renderedby the arbitrator(s) shall be final and binding andshall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.

In case the other party wishes to use a different arbitration mechanism namely UNICTRAL, EACJ, or any other the Procuring Entity shall seek for advice from the Ministry of Justice/Attorney General’s Office. |
| **GCC 33** | Appointing Authority for the Adjudicator is Kigali International Arbitration Centre. |
| **B. Time Control** |
| **GCC 34.1** | The Contractor shall submit for approval a Program for the Works within *[number]* days from the date of the Letter of Acceptance. |
| **GCC 34.3** | The period between Program updates is *[insert number]* days.The amount to be withheld for late submission of an updated Program is *[insert amount]*. |
| **C. Quality Control** |
| **GCC 35.3** | The request for the extension of time shall be made within *[insert the time period]* |
| **GCC42** | The Defects Liability Period is: *[insert number]* days.*[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]* |
| **D. Cost Control** |
| **CGC 51.1** | The payment shall be made within [*insert number of days*]Penalties for a delayed payment shall be [insert how penalties for a delayed payment shall be calculated]. |
| **GCC 54** | The currency of the Procuring Entity’s country is: Rwanda Francs. |
| **GCC 55** | The Contract *[insert “is” or “is not”]* subject to price adjustment in accordance with GCC Clause 47, and the following information regarding coefficients *[specify “does” or “does not”]* apply.*[Price adjustment is mandatory for contracts which provide for time of completion exceeding 9 months]*The coefficients for adjustment of prices are: [*insert the coefficient a, b and c]* |
| **GCC 56.1** | The proportion of payments retained is: *[insert percentage]* |
| **GCC 57** | The liquidated damages for the whole of the Works are *[insert 1/1000 of the total Contract Price]* per day of delay. The maximum amount of liquidated damages for the whole of the Works is *[insert 5%]* of the total Contract Price.Once the contract is not terminated while the maximum of liquidated damages of 5% is reached, the contract extension shall not exceed *[insert time period ]* |
| **GCC 58** | The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[Not Applicable]* of the final Contract Price. |
| **GCC 59.1** | The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor no later than *[insert date(s)]*. |
| **GCC 60.1** | The Performance Security amount is *[insert amount(s) (which is between 5 to 10% of the total contract price) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]* (a) Bank Guarantee: *[insert percentage and amount(s)]*. |
| **E. Finishing the Contract** |
| **GCC 66.1** | The date by which operating and maintenance manuals are required is *[insert date]*.The date by which “as built” drawings are required is *[insert date]*. |
| **GCC 66.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *[insert amount in local currency]*. |
| **GCC 67.2 (g)** | The maximum number of days is: *[insert number; consistent with clause 49.1 on liquidated damages].*  |
| **GCC 68.1** | The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is *[insert percentage]*. |

1. *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”* [↑](#footnote-ref-1)
2. *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule,” and replace GCC Sub-Clauses 37.1 and 37.2, as follows:*

*37.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.*

*37.2 The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.* [↑](#footnote-ref-2)
3. *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule,” and replace entire GCC Clause 38 with new GCC Sub-Clause 38.1, as follows:*

*38.1 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.* [↑](#footnote-ref-3)
4. *In lump sum contracts, add “and Activity Schedules” after “Programs.”* [↑](#footnote-ref-4)
5. *In lump sum contracts, add “or Activity Schedule” after “Program.”* [↑](#footnote-ref-5)
6. *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.”* [↑](#footnote-ref-6)
7. For joint ventures, these days will be reduced to 3 weeks [↑](#footnote-ref-7)