

**UNITED REPUBLIC OF TANZANIA**

**MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,  
GENDER, ELDERLY AND CHILDREN**



**CONTRACT DOCUMENT  
FOR**

***CONSTRUCTION OF TELEMEDICINE ROOM AT MAWENI  
REGIONAL REFERRAL HOSPITAL - KIGOMA***

**CONTRACT NO: MRRH/2021/2022/IMF/W/03**

**CLIENT:**  
***MEDICAL OFFICER INCHARGE  
MAWENI RRH  
P.O BOX 16,  
KIGOMA***

**CONTRACTOR:**  
***KIBABI BUILDING CONTRACTOR'S  
LIMITED  
P.O BOX 89,  
KASULU, KIGOMA***

**JANUARY, 2022**

**SECTION I : AGREEMENT FORM**

### 1. Form of Contract Agreement

This Agreement, made the.....<sup>05</sup> day of JANUARY, 2022 between

**MEDICAL OFFICER INCHARGE**  
**MAWENI REGIONAL REFERRAL HOSPITAL,**  
**P.O BOX 16,**  
**KIGOMA** (hereinafter called "the Employer")

And

**KIBABI BUILDING CONTRACTOR'S LIMITED**  
**P.O BOX 89,**  
**KASULU, KIGOMA.**

(Hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **CONSTRUCTION OF TELEMEDICINE** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **SEVENTEEN MILION NINE HUNDRED NINETY-NINE THOUSAND ONLY (17,999,000.00/=)** (hereinafter called "Contract Price").

Now this Agreement witnessed as follows:

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

Signed by the said **MEDICAL OFFICER INCHARGE, MAWENI REGIONAL REFERRAL HOSPITAL, P. O BOX 16, KIGOMA** for and on behalf of "The Employer"

Name..... DR. LAMECK MGENGO .....

Signature.....  .....

Designation..... AG. MOI .....



In the presence of

Name..... Ayub Atiles .....

Signature.....  .....

Designation..... HRH .....

Signed by the said **KIBABI BUILDING CONTRACTOR'S LIMITED, P. O BOX 89, KASULU, KIGOMA** for and on behalf of "The Employee"

Name..... David Kibabi .....

Signature.....  .....

Designation..... Managing Director .....



In the presence of

Name..... Elias Madalala .....

Signature.....  .....

Designation..... Construction technician .....

## **SECTION IV: LETTER OF AWARD**



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY  
AND CHILDREN

Tel No: 028-280-3922  
Fax : 028-280-2330  
On reply please quote:



Regional Referral Hospital,  
P.O Box 16,  
KIGOMA

Ref: No. HDC.

28<sup>th</sup> December, 2021.

KIBABI BUILDING CONTRACTOR'S LIMITED  
P.O BOX 89,  
Kasulu, Kigoma  
TANZANIA.

RE: NOTIFICATION OF CONTRACT AWARDS FOR TENDER NO  
MRRH/2021/2022/IMF/W/03 FOR THE CONSTRUCTION OF TELEMEDICINE  
ROOM AT MAWENI RRH, KIGOMA.

Reference is made to the above heading,

2. Please be informed that your bids submitted was approved by Maweni Regional Referral Hospital Tender Board through Circular Resolution for the Construction of OPD block at Maweni RRH.
3. The Contract is hereby accepted by Maweni Regional Referral Hospital, Kigoma at Contract sum of the equivalent of **Seventeen Million Nine Hundred Ninety Nine Thousand Only (17,999,000/=) VAT Inclusive**, with contract period of **Two Months** from the date of Commencement.

Dr. Lameck Mdengo

Ag. Medical Officer Incharge

Maweni Regional Referral Hospital-Kigoma

MGANGA MFAWIDHI  
ny. HOSPITALI YA RUFAA YA MAWENI  
KIGOMA

## **SECTION II : GENERAL CONDITIONS OF CONTRACT**

## A. General

<p>1. Definitions</p>	<p>1.1</p>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The <b>Adjudicator</b> is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The <b>Arbitrator</b> is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p><b>Bill of Quantities</b> -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p><b>Compensation Events</b> are those events provided for in GCC 53 [Compensation Events]</p> <p>The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 63.1 [Completion Certificate].</p> <p>The <b>Contract</b> is the agreement entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 [Interpretation] below.</p> <p>The <b>Contractor</b> is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The <b>Contractor's Tender</b> is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p><b>Days</b> are calendar days.</p> <p><b>Day-works</b> 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.</p>
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A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.

The **Defects Liability Period** is the period stated in the **Special Conditions of Contract** and calculated from the Completion Date.

**Drawings** means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the employer in accordance with the contract

**Effective Contract date** is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfilment of the conditions precedent stipulated in GCC 3 [Conditions Precedent].

The **Employer** means the person named as employer in the SCC and the legal successors in title to this person.

**Equipment** is the Contractor's machinery and vehicles brought to the Site to execute the Works.

The **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the **Certificate of Contract Commencement**. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as specified in the **Special Conditions of Contract**.

**Materials** are all supplies, including consumables, used by the Contractor for execution of the Works.

**Months** mean calendar months.

**Plant** is any integral part of the Works that shall have a

mechanical electrical, chemical, or biological function.

The **Project Manager** is the person named in the **Special Conditions of Contract** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

The **Site** is the area where works are to be executed as specified in the **SCC**.

**Site Investigation Reports** are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the **SCC**.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

A **Subcontractor** is a person, whether natural or legal, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager in consultation with the Employer, which varies the Works.

**Force Majeure** means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to

		<p>be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the <b>SCC</b>.</p>
2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine.. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the <b>Special Conditions of Contract</b> , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Agreement,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement,</li> <li>(6) Specifications,</li> <li>(7) Drawings,</li> <li>(8) Bill of Quantities,</li> <li>(9) Contractor's Tender, and</li> <li>(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>

3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-  a) Submission of performance Security in the form specified in the SCC; and  b) Furnishing of Advance Payment (if any) Unconditional Guarantee.
	3.2	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
	3.3	If the Conditions precedent stipulated on GCC 3.2 is not met by the date specified in the SCC this contract shall not come into effect;
4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC.
5. Project Manager's Role	5.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
6. Delegation	6.1	The Project Manager may, upon prior written consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.
7. Communications	7.1	Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective when in writing only when it is delivered at the address specified in the SCC.
8. Sub contracting	8.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations

9. Assignment	9.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or any of the contractor's rights, claim or obligation under this Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	<p>If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> <li>(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</li> <li>(b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and</li> <li>(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</li> </ul>
11. Other Contractors	11.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
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 will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

13. Employers and Contractor's Risks	13.1	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.
14. Employers Risks	14.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.</p>
	14.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>

15. Contractor's Risks	15.1	From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
16. Insurance	16.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials;</li> <li>(b) loss of or damage to Equipment;</li> <li>(c) loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and</li> <li>(d) personal injury or death.</li> </ul>
	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 Commencement 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 Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies.



17. Site Investigation Reports	17.1	The Contractor shall, in executing the contract , rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement Date and shall carry out the Works in accordance with the Works Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
21. Approval by the Project Manager	21.1	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.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager.
22. Protection of the environment	22.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	22.2	The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.

23. Labour Laws	23.1	The Contractor shall comply with all the relevant labour laws applicable in the United Republic of Tanzania, including laws relating to workers employment, social security, working hours, health, safety, welfare and immigration.
	23.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
24. Taxes and Duties	24.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.
25. Health and Safety	25.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws
	25.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor's personnel, the Employers Staff and the surrounding community.

26. Discoveries	26.1	Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer.
	26.2	The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	26.3	The Contractor shall take reasonable precautions to prevent his workers or any other persons from damaging such discoveries and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager.
27. Possession of the Site	27.1	The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
28. Access to the Site	28.1	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.
29. Instructions, inspections and audits	29.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract
	29.2	The Contractor shall permit the Government, of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania if so required.
30. Disputes Resolution	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the

		<b>SCC.</b>
	30.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	30.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the <b>SCC</b> refer the dispute for arbitration. If either party within the period mentioned in the <b>SCC</b> has not referred the matter for arbitration the decision shall become final and binding to the Parties.
	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the <b>SCC</b> .
31. Fees and Costs of Adjudicator	31.1	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
32. Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
33. Security of the Site	33.1	Unless otherwise stated in the <b>SCC</b> , (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and  (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		<b>B. Time Control</b>

34. Program	34.1	Within the time stated in the <b>SCC</b> , the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the <b>SCC</b> . If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the <b>SCC</b> 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.
	34.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	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 if any.
35. Extension of the Intended Completion Date	35.1	The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	35.2	The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensations event(s) or variation.
	35.3	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended

		Completion Date.
36. Acceleration	36.1	When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	36.2	in the event the Contractor's priced proposals for acceleration of the Works are accepted by the Employer, they shall be 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.
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 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.
39. Early Warning Notice	39.1	The Contractor shall give an early warning notice to the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. 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 on how the effect of such an event(s) or circumstance(s) could be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.
		<b>C. Quality Control</b>
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.
	40.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
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 stated in the SCC, which begins from the Completion Date. .
43. Extension of Defect Liability Period	43.1	Every time notice of a Defect is given, the Contractor shall correct the notified Defect(s) within the period of time specified in the Project Manager's notice.
	43.2	The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.
44. Uncorrected Defects	44.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
		<b>D. Cost Control</b>



45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
46. Changes in the Quantities	46.1	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.
	46.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	46.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
47. Variations	47.1	All Variations shall be included in updated Work Programs 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 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 is not above the limit stated in GCC 44.1 [Uncorrected Defects] 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 notice.
49. Cash Flow Forecasts	49.1	When the Works Program 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 within twenty eight (28) days from the receipt of the statement.
	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.
	50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.

	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.
	50.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC.
51. Payments	51.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.
	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 will 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 will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

52. Currencies	52.1	The currency of payment shall be stated in the SCC.
		Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature.
53. Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the <b>Special Conditions of Contract</b>.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(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.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</li> <li>(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.</li> <li>(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.</li> </ul>

		<p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.</p>
	53.2	<p>If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by, how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>
	53.3	<p>As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.</p>
	53.4	<p>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 notice or not having cooperated with the Project Manager.</p>

54. Effect of Changes in Tax Laws	54.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate.
	54.2	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 55 [Price Adjustment].
	54.3	In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.
55. Price Adjustment	55.1	The amounts payable to the Contractor, pursuant to GCC 50.1 [Payment Certificate], may be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	55.2	To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.
	55.3	<p>The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined by a formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;</p> $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$ <p>where;</p> <p><b>P<sub>n</sub></b> is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such</p>

variations and daywork are not otherwise subject to adjustment;

**a** is a constant, specified in the **Appendix to Tender**, representing the nonadjustable portion in contractual payments;

**b, c, d, etc.**, are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Tender**; the sum of a, b, c, d, etc., shall be one;

**Ln, Mn, En, etc.**, are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "**n**," determined pursuant to CGC 55.5, applicable to each cost element; and

**Lo, Mo, Eo, etc.**, are the base cost indices or reference prices corresponding to the above cost elements at the date specified in GCC 55.5

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of '**F**'.

$$F = PnXPc$$

where;

The effective value **Pc** of work done which is to be subjected to increase or decrease shall be the difference between:

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under GCC 44 [Uncorrected Defects] (before deduction of retention money and before deducting sums previously paid on account) less:
  - any amount for payment or repayment of any advance payment;
  - any amount for materials on site (if any);
  - any amounts for nominated sub-contractors (if



		<p>any)</p> <ul style="list-style-type: none"> <li>• any amounts for any other items based on actual cost or current prices; or</li> <li>• any sums for increase or decreases in the Contract Price paid under GCC 55.3</li> </ul> <p>and</p> <p>(ii) the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the <b>Appendix to Tender</b>, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the <b>Appendix to Tender</b>, which shall be subject to approval by the Project Manager.</p>
	55.5	<p>The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available</p>
	55.6	<p>If the Contractor fails to complete the Works within the time for completion prescribed under GCC 20 [Commencement and Completion of Works] adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 35 [Extension of the Intended Completion Date], the above provision shall apply only to adjustments made after the expiry of such extension of time.</p>

	55.7	The weightings for each of the factors of cost given in the <b>Appendix to Tender</b> shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 48 [Payment for Variations] or for any other reason.
56. Retention	56.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the <b>Special Conditions of Contract</b> . The total amount of retention shall not exceed the amount specified in the <b>Special Conditions of Contract</b>
	56.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	56.3	On completion of the whole Works, the Contractor may substitute retention money with an 'on demand" or unconditional Bank guarantee.
57. Liquidated Damages	57.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security stated in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	57.2	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 57.1
	57.3	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 51.1 [Payments]
58. Bonus	58.1	If stated in the <b>Special Conditions of Contract</b> the Contractor shall be paid a Bonus calculated at the rate per calendar day 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	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the <b>SCC</b> by the date stated in <b>the SCC</b> , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	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.
	59.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, as specified in the <b>SCC</b> 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. Performance Securities	60.1	The 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 and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the TDS and SCC and in accordance with the conditions of contract.
	60.2	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 Completion Certificate in the case of a Performance Bond
	60.3	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.
61. Day-works	61.1	If applicable, the Day-works rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	61.2	All work to be paid for as Day-works 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 Day-works subject to obtaining signed Day-works forms.
62. Cost of Repairs	62.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement 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.
		<b>E. Discharge of the Contract</b>

63. Completion Certificate	63.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
64. Site Hand Over	64.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
65. Final Account	65.1	Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	65.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-GCC 65.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
66. Operating and Maintenance Manuals	66.1	The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated pursuant to GCC 64.1 [Site Hand Over].
	66.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 66.1 by the dates specified pursuant to GCC 64.1 [Site Hand Over] or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the <b>Special Conditions of Contract</b> from payments due to the Contractor.

67. Termination	67.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	67.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Program and the stoppage has not been authorized by the Project Manager;</li> <li>b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days;</li> <li>c) contractor's failure to submit performance security within the time stipulated in the SCC;</li> <li>d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;</li> <li>f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</li> <li>g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</li> <li>h) 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; and</li> <li>i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or</li> </ul>

		<p>fraudulent practices, in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p> <p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	67.3	<p>When either party to the Contract gives notice of a fundamental breach of Contract to the other party for a cause other than those listed under GCC 67.2 above, the</p>

		Project Manager shall decide whether the said breach is fundamental or not.
	67.4	Notwithstanding the above, the Employer 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.
68. Payment upon Termination of Contract	68.1	If the Contract is terminated because of a fundamental breach 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. 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.
	68.2	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.



69. Property	69.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
70. Suspension of Financing	70.1	<p>In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract</p>
71. Force Majeure	71.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	71.2	For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
	71.3	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the

		Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.
	71.4	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure.
	71.5	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure.
	71.6	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 71.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.
72. Release from Performance	72.1	In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager shall certify that the Contract has been frustrated.
	72.2	Upon certification by the Project Manager pursuant to GCC 72.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.

## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

## Special Conditions of Contract (SCC)

### Instructions for completing the Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will 365 days</p> <p>The Employer is:                      Medical Officer Incharge                      Maweni Regional Referral Hospital,                      P.O Box 16,                      KIGOMA</p> <p>The Project Manager is Eng. Wilfred Manase Shimba</p> <p>The Works consist of <b>CONSTRUCTION OF                      TELEMEDICINE ROOM AT MAWENI REGIONAL                      REFERRAL HOSPITAL</b></p> <p>The Commencement Date shall be 7 days after Contract signing.</p> <p>The Intended Completion Date for the whole of the Works shall be <b>Two months after commencement date.</b></p> <p>The Site is located at Maweni Regional Referral Hospital, Kigoma</p>
2	2.2	Indicate whether sectional completion is specified <i>not specified.</i>
3	2.3	List other documents that form part of the contract if any: a) Minutes of Negotiation
4	4.1	<p>The language of the Contract documents is English Language.</p> <p>The law that applies to the Contract is the Laws of Tanzania</p>
5	7.1	<p>Address for communication                      Employer's: Medical Officer Incharge,                      Maweni Regional Referral Hospital,</p>

		P.O Box 16, Kigoma Contractor's: Managing Director, KIBABI BUILDING CONTRACTOR'S LIMITED P.O Box 89, Kasulu, Kigoma
6	11.1	Include the Schedule of Other Contractors if any N/A
7	12.1	Include the Schedule of Key Personnel i. Site Agent/Project manager ii. Site Engineer iii. Site Quantity Surveyor iv. Site Mechanical Engineer v. Site Biomedical Engineer vi. Environmentalist vii. General Foreman
8	16.1	The minimum insurance covers shall be:  (a) loss of or damage to the Works, Plant, and Materials Tsh 2,000,000/=  (b) loss of or damage to Equipment Tsh 1,000,000/=  (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract Tsh 1,000,000/= and  (d) personal injury or death Tsh 500,000/=.
9	17.1	Site Investigation Reports available to the Tenderer are: None
	24.1	Unless otherwise state tax payment status: The contract is under payment of Value Added Tax ( VAT)
10.	25.4	The other measures include:  a) Minimising the number of migrant workers employed on the project and household in the site camp  b) Providing access to voluntary counselling and testing (VCT)  c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families  d) Providing condoms (male and female) to workers

11.	27.1	The Site Possession Date shall be 7 days after signing Contract
	30.4	Arbitration will take place at Construction Site in accordance with rules and regulations published by National Construction Council (NCC)
12.	31.1	Hourly rate of Fees payable to the Adjudicator is as per rates prescribed under Rules of National Construction Council  Types of reimbursable expenses to be paid to the Adjudicator include: a) Reports production cost b) Travelling cost c) Communication cost d) Testing and all other types of reimbursable that are acceptable by NCC provided supported by documental proof
13.	32.1	Appointing Authority for the Adjudicator: The National Construction Council (NCC)
	33.1	The contractor shall be responsible for site security
		<b>B. Time Control</b>
14.	34.1	The Contractor shall Submit a revised Program for the Works within 14 days of delivery of the Letter of Acceptance.
15.	34.2	The period between Programme updates is 60 days.  The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: 1,000,000/=
<b>C. Quality Control</b>		
16.	42.1	The Defects Liability Period is 365 days.
<b>D. Cost Control</b>		
17.	50.7	Minimum amount of Interim Payment Certificate will be N/A
18.	53.1	Site Possession date shall be 7 days after signing Contract
19.	52.1	The currency is Tanzania Shillings
20.	55.1	The contract is not subject to price adjustment in accordance

		with GCC 55.
21.	56.1	The amount of retention is 10% of value of works of Interim Payment Certificate'.  Limit of retention: 5% of contract price
22.	57.1	(i) The amount of liquidated damages per day is 0.1% of contract price per day  (ii) The maximum amount of liquidated damages is 10% of Contract Price
23.	58.1	The Bonus for early completion is N/A
24.	59.1	The amount of advance payment shall be 10% of the contract sum payable after submission of Insurance Bond.  Monthly Recovery of Advance Payments: 15% of the amount of Interim Payment Certificate.
25.	60.1	The Performance Security shall be in the form of INSURANCE BOND
26.	64.1	Site handover date will be six months after commencement date
<b>E. Discharge of the Contract</b>		
27.	66.2	The amount to be withheld for failing to produce "as built" drawings by the date required is Tsh 500,000/=.  The amount to be withheld for failing to produce operating and maintenance manuals by the date required is Tsh 100,000/=
28.	68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 15%.

## **SECTION VI: SPECIFICATIONS**



## **SECTION VI: BILLS OF QUANTITIES**

**PROPOSED CONSTRUCTION OF TELEMEDICINE ROOM AT MAWENI RRH, KIGOMA**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT No.1: SUBSTRUCTURE</b>				
	<b><u>EXCAVATION AND EARTHWORK</u></b>				
A	Clear site of bushes, shrubs, undergrowth, cutting small trees and the like including grubbing up their roots and remove from site	50	m <sup>2</sup>	1,000.00	50,000.00
B	Excavate over site to remove vegetable soil commencing at ground level average depth 150mm; deposit in spoil heaps and cart away from site.	48	m <sup>2</sup>	8,000.00	384,000.00
C	Excavate foundation trench commencing at formation level and not exceeding 0.6 metres deep	7.5	m <sup>3</sup>	5,000.00	37,500.00
D	Extra over any kind of excavation for breaking up rocks and the like	1	L.s	75,000.00	75,000.00
E	Backfilling around foundations	5	m <sup>3</sup>	6,000.00	30,000.00
F	Load up surplus excavated materials and remove from site	10	m <sup>3</sup>	5,000.00	50,000.00
G	Selected imported material, deposit, well compacted and consolidated to make up levels under floor	20	m <sup>3</sup>	15,000.00	300,000.00
	<b><u>Disposal of water</u></b>				
H	Allow for keeping excavations free from water (except spring or running water) by pumping, baling or other means necessary	1	Item	100,000.00	100,000.00
	<b><u>Hardcore</u></b>				
I	200mm Bed levelled and blinded to receive polythene membrane (measured separately)	24	m <sup>2</sup>	12,000.00	288,000.00
	<b><u>Soil sterilization</u></b>				
J	Aldrin 0.5% solution applied at a rate of 7 litres per square metre to hardcore bed	24	m <sup>2</sup>	2,400.00	57,600.00
K	Dito at rate of 8litres per linear metre per 300mm depth per 235mm width to backfilling to one side of wall foundations	20	m	2,600.00	52,000.00
	<b><u>CONCRETE WORK</u></b>				
	<b><u>Plain in situ concrete grade '15'</u></b>				
L	Foundations (blinding layer of 50mm)	0.6	m <sup>3</sup>	150,000.00	90,000.00
M	100mm Bed	24	m <sup>2</sup>	35,000.00	840,000.00
	<b><u>Sundries</u></b>				
N	Straining wire aluminium type to hold rafters gripped in the concrete lintel	5	kg	4,600.00	23,000.00

	<b><u>Sawn formwork to</u></b>				
O	To edges of floor slab over 75mm but not exceeding 250mm wide	20	m	7,000.00	140,000.00
	<b>Foundation wall</b>				
P	Stone work in cement mortar (1:4), 450mm thick	21	m <sup>2</sup>	39,000.00	819,000.00
	<b><u>Damp proof courses</u></b>				
Q	500 Gauge polythene damp proof membrane laid over blinded hardcore (measured separately)	24	m <sup>2</sup>	2,200.00	52,800.00
R	Hessian based damp proof course to BS 743 type "5A" 230mm wide laid horizontally on concrete wall	20	m	2,500.00	50,000.00
	<b><u>Finishes</u></b>				
S	12mm cement and sand (1:4) external rendering to stone wall	15	m <sup>2</sup>	12,000.00	180,000.00
	<b><u>Prepare and apply two coats of black bituminous paint on:</u></b>				
T	Rendered surfaces to plinth	15	m <sup>2</sup>	10,000.00	150,000.00
<b>ELEMENT No.1-SUBSTRUCTURE CARRIED TO SUMMARY</b>					<b>3,768,900.00</b>
<b>ELEMENT No.2 - FRAMES AND WALLING</b>					
<b><u>CONCRETE WORK</u></b>					
<b><u>Reinforced insitu concrete grade '20' including vibrating around reinforcements.</u></b>					
A	230mmx250mm horizontal ring beam of mix ratio (1:2:4)	0.6	m <sup>3</sup>	350,000.00	210,000.00
<b><u>High tensile hot rolled deformed steel bar reinforcement to BS 4449:1997</u></b>					
B	12mm diameter	108	kg	5,000.00	540,000.00
C	8mm diameter	88	kg	5,000.00	440,000.00
	<b><u>Sawn formwork to</u></b>				
D	Sides and soffits of horizontal beams.	10	m <sup>2</sup>	15,000.00	150,000.00
<b><u>Blockwall with sizes specified in the drawings.(Concrete blocks: BS 6073: with 5.0N/mm2 average strength of 10 samples; Solid in Cement mortar (1:4)</u></b>					

E	150mm walls	51	m <sup>2</sup>	35,000.00	1,785,000.00
	ELEMENT No.2 - FRAMES AND WALLING CARRIED TO SUMMARY				3,125,000.00
	<b>ELEMENT No. 3 - ROOFING</b>				
	<b><u>ROOF COVERING</u></b>				
	<b><u>Supply and fix IT 5 G28 Toughed section aluminium sheets.</u></b>				
A	Covering: flat or sloping not exceeding 45 degree from horizontal fixing to timber purlins	40	m <sup>2</sup>	20,000.00	800,000.00
B	Plain roll top ridge capping	24	m	15,000.00	360,000.00
C	Fascia board 25x250mm	25	m	8,000.00	200,000.00
	<b><u>Timber structure: Treated and seasoning timber structure: jointed and nailed on site</u></b>				
D	50x100mm Rafter	150	m	2,500.00	375,000.00
E	50x100mm double tie beam	50	m	2,500.00	125,000.00
F	50x100mm struts	70	m	2,500.00	175,000.00
G	50x100mm king post	3	m	2,500.00	7,500.00
H	50x100mm wall plate	37	m	2,500.00	92,500.00
I	50x75mm purlins	120	m	2,500.00	300,000.00
	ELEMENT No.3 - ROOFING CARRIED TO SUMMARY				2,435,000.00
	<b>ELEMENT No.4-FINISHINGS</b>				
	<b><u>Floor; Wall and ceiling finishing:</u></b>				
A	Supply and fix high quality porcelain tiles (400x400) including motor and approved grout	24	m <sup>2</sup>	40,000.00	960,000.00
	<b><u>Wall finish (internally and externally):</u></b>				
	<b><u>Internal plastering in two coats, 12mm thick steel trowelled cement and sand mix ratio (1:3) first coat; 3mm thick second coat stucco steel trowelled to smooth finish:</u></b>				
B	15mm To walls; to block work base.	102	m <sup>2</sup>	10,000.00	1,020,000.00
	<b><u>Ceiling finish:</u></b>				

	<b><u>Plain sheet finishing: 9mm thick gypsum board to Engineer Approval</u></b>				
C	Gypsum board ceilings to timber base including	24	m <sup>2</sup>	15,000.00	360,000.00
D	50x75mm bandering	100	m	3,000.00	300,000.00
	<b><u>Decorative gypsum cornice: Butt jointed: Subjected to Engineer Approval</u></b>				
E	Edge trims 150x19mm	20	m	6,000.00	120,000.00
	<b>ELEMENT No.4-FINISHINGS CARRIED TO SUMMARY</b>				2,760,000.00
	<b><u>ELEMENT No.5-PAINTING AND DECORATING</u></b>				
	<b><u>INTERNAL WORK</u></b>				
	<b><u>Prepare and apply one thinned coat and two full coats of silk acrylic emulsion paint as per Engineer's approval on:</u></b>				
A	Plastered walls	51	m <sup>2</sup>	6,500.00	331,500.00
	<b><u>Prepare and apply one thinned coat and two full coats of acrylic emulsion paint as per the Engineer's approval on:</u></b>				
B	Ceilings or the like	21	m <sup>2</sup>	6,000.00	126,000.00
	<b><u>EXTERNAL WORK</u></b>				
	<b><u>Prepare and apply one undercoat and two full coats of oil paint on:</u></b>				
C	Grill works	22	m <sup>2</sup>	5,000.00	110,000.00
	<b><u>Painting one internal work: one coat primer: two coats single pack varnish paint: wood surfaces</u></b>				
D	Frames and like over 100mm but not exceeding 200mm girth	10	m	1,600.00	16,000.00
E	Ditto to door shutters	8	m <sup>2</sup>	4,000.00	32,000.00

	<b><u>Prepare and apply one thinned coat and two full coats of weatherguard emulsion paint as per Engineer's approval on:</u></b>				
F	Plastered walls externally	51	m <sup>2</sup>	6,000.00	306,000.00
	ELEMENT No.5-PAINTING AND ECORATING CARRIED TO SUMMARY				921,500.00
	<b>ELEMENT No.6: WINDOWS</b>				
A	2000x1800mm high aluminium windows	2	No	300,000.00	600,000.00
B	2000x1800mm Grill windows	2	No	100,000.00	200,000.00
	ELEMENT No.6-WINDOWS CARRIED TO SUMMARY				800,000.00
	<b>ELEMENT No7: DOORS</b> <b><u>Hardwood Pannelled door(Mninga/Mkongo/Mkurungu)</u></b>				
A	1500mmx2100mm	1	Pair	400,000.00	400,000.00
	<b>FRAMES</b>				
B	45x145mm Frame with one labour fixed	10	m	10,000.00	100,000.00
C	45x145mm Transomes/Mullions with one labour	3	m	10,000.00	30,000.00
D	12x20mm beads	4	m	1,400.00	5,600.00
	<b>IRON MONGERY:</b> <b><u>Suply and fix the following iron mongery to hardwood UNION Phoenix 655-06-02 with matching screws finished with anodized silver:</u></b>				
E	Two-lever mortise lockset.	1	No	98,000.00	98,000.00
F	100mm Brass butt hinges	3	Prs	10,000.00	30,000.00
	ELEMENT No.7-DOORS CARRIED TO SUMMARY				663,600.00
	<b>ELEMENT No.8-ELECTRICAL INSTALLATION</b>				
A	Allow for cutting holes chases and the like making good switches boxes set in truly square ad conduit system concealed in block work or concrete to facilitate installation of electrical system.	1	L.s	150,000.00	150,000.00
E	Supply and install 4mm wire	8	m	10,000.00	80,000.00
G	Supply and install PVC twin cable wire 1.5 sqmm	1	m	180,000.00	180,000.00
H	Supply and install PVC twin cable 2.5sqmm	1	Roll	240,000.00	240,000.00
I	Supply and install conduit pipe	10	No	4,000.00	40,000.00
J	Supply and install 13A switch socket double	5	No	20,000.00	100,000.00
K	Supply and install steel square boxes	12	No	2,000.00	24,000.00
L	Supply and install junction boxes 20A	5	No	7,000.00	35,000.00
M	Supply and install 10A 2gang 1 way switch	1	No	16,000.00	16,000.00

N	Supply and install 1200fluorient fixings complete	3	No	20,000.00	60,000.00
Q	Supply and install 18BTU Air condition with its full system (make to be approved by client)	1	No	2,600,000.00	2,600,000.00
	ELEMENT No.8-ELECTRICAL INSTALLATION CARRIED TO SUMMARY				3,525,000.00
1	SUBSTRUCTURE				3,768,900.00
2	FRAMES AND WALLING				3,125,000.00
3	ROOFING				2,435,000.00
4	FINISHING				2,760,000.00
5	PAINTING AND DECORATIONS				921,500.00
6	WINDOWS				800,000.00
7	DOORS				663,600.00
8	ELECTRICAL INSTALLATION				3,525,000.00
	<b>TOTAL</b>				<b>17,999,000.00</b>