

BENJAMIN MKAPA HOSPITAL



**CONTRACT NO. PA/148/2021-2022/W/08 FOR THE
PROPOSED CONSTRUCTION OF X RAY ROOM AT BENJAMIN
MKAPA HOSPITAL**

BETWEEN

BENJAMIN MKAPA HOSPITAL

AND

M/S LAKI CONSTRUCTION CO LTD

JANURY, 2022

BENJAMIN MKAPA HOSPITAL



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Section I: Form of Agreement

This Agreement, made the.....^{11Th}.....day of January....., 2022..... **THE BENJAMIN MKAPA HOSPITAL, of BOX 11088, DODOMA** (hereinafter called "the Employer") and **M/S LAKI CONSTRUCTION CO LTD, P.O. BOX ARUSHA** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Proposed Construction of X Ray Room at Benjamin Mkapa Hospital and PA/148/2021-2022/W/08** (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 **One Hundred Thirteen Million, Two Hundred Ten Thousand Eighty Five (TZS 113,210,085.00) VAT inclusive** (hereinafter called "Contract Price").

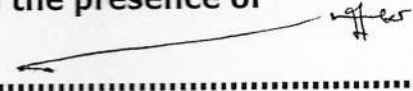
Now this Agreement witness as follows:

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.
4. The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations in the sum **One Hundred Thirteen Million, Two Hundred Ten Thousand Eighty Five (TZS 113,210,085.00) VAT inclusive**

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

SIGNED BY, FOR AND ON BEHALF OF THE BENJAMIN MKAPA HOSPITAL

In the presence of



.....
Signature

.....
Signature

Name: **Dr. Alphonse B. Chandika**


(Name)..... *Alfred Joseph Kanani*

Occupation: **Executive Director**

(Occupation)..... *Legal Officer*

SIGNED BY, FOR AND ON BEHALF OF LAKI CONSTRUCTION CO LTD

In the presence of



.....
Signature

.....
Signature

(Name)..... *JONESTON LAZARO*

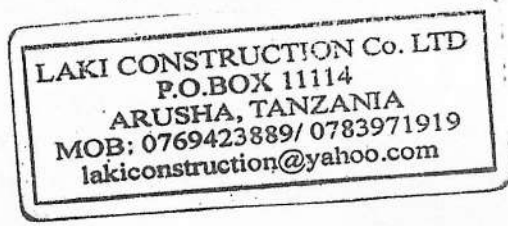
(Name)..... *ZAITUN LEMA*

(Occupation)..... *MANAGING DIRECTOR*

(Occupation)..... *TECH. DIRECTOR*

(Address)..... *1114, ARUSHA.*

(Address)..... *1114, ARUSHA.*



SECTION II: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General editions 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>The Employer is Executive Director Benjamin Mkapa Hospital, P. O. Box 11088, DODOMA,</p> <p>The Project Manager is Head Health Care Technical Services Unit</p> <p>The name and identification number of the Contract is Proposed Construction of X Ray Room at Benjamin Mkapa Hospital Tender No: PA/148/2021-2022/W/08</p> <p>The Works consist of Proposed Construction of X Ray Room at Benjamin Mkapa Hospital</p> <p>The Commencement Date shall be within 5(five) days after signing the contract</p> <p>The Intended Completion Date for the whole of the Works shall be Three month (3) from commencement date.</p> <p>The Site is located at Benjamin Mkapa Hospital Dodoma and is defined in drawings No: 1</p>
		Indicate whether sectional completion is specified N/A
		List other documents that form part of the contract if any: a) Architectural Drawings c) Services Drawings d) Bills of Quantities
2.	3.1	<p>The language of the Contract documents is English.</p> <p>The law that applies to the Contract is the Tanzanian Laws specifically but not limited to the Public Procurement (amendment) Act, 2016 and Public Procurement (amendment) Regulations, 2016</p>
3.	8.1	Include the Schedule of Other Contractors if any: None

4.	9.1	Include the Schedule of Key Personnel Site Manager; Quantity Surveyor, Site Engineer; General Foreman; Technician
5.	13.1	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials Tshs 5,000,000.00; (b) loss of or damage to Equipment Tshs 2,000,000.00; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract 2,000,000.00; and (d) Personal injury or death as per the Workers-man-ship Act and Regulations.
6	14.1	Site Investigation Reports available to the Tenderer are: NA
7.	15.1	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
8.	23.1	The Site Possession Date shall be 7 days after signing the contract
09.	27.2	Hourly rate of Fees payable to the Adjudicator is: As per rate indicated by National Construction Council Types of reimbursable expenses to be paid to the Adjudicator include: a)Daily Subsistence allowances on Safari b)Transport Costs on Safari c) Stationeries
10.	27.3	Arbitration will take place in Dodoma in accordance with rules and regulations published by National Construction Council
11.	28.1	Appointing Authority for the Adjudicator: National Construction Council
B. Time Control		
12.	29.1	The Contractor shall Submit a revised Program for the Works within Seven (7) days of delivery of the Letter of Acceptance.
13.	29.3	The period between Programme updates is fourteen (14) days. The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: Tshs. 200,000/- per day
14.	37.1	The Defects Liability Period is 365 days.
		The interest rate shall be 1% above prevailing interest rate for commercial borrowing from the contractor's bank
15	44.7	Minimum amount of Interim Payment Certificate will be 10% of

		contract amount
16.	46.0	The following events shall also be Compensation Events: NONE
17.	48.0	The currency is Tanzanian Shillings
18.	49.1	The contract "is not" subject to price adjustment in accordance with Clause 49 of the General Conditions of Contract.
19.	50.1	The amount of retention is 10% of value of gross valuation Limit of retention: 5% of contract price
20.	51.1	The amount of liquidated damages is 0.1 percent of contract price per day
21.	51.1	The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10% of the Contract Sum.
22.	52.1	The Bonus for early completion is N/A
23.	53.1	The amount of advance payment shall be N/A per cent of the Builders Works including Preliminaries payable within 28 days, After submission of acceptable collateral in a format of Unconditional Bank guarantee. Monthly Recovery of Advance Payments: will be proportionate to the work done over measured works; it will be recovered 100% when the project is 80 percent of the amount of monthly Interim Payment Certificates
24.	54.0	The Performance Security shall be the minimum amounts equivalent to ten percent (10%) of the contract price in the form of Performance bond and shall be submitted within thirty (30) days of the notification of award
25.	60.0	Schedule of Operating and Maintenance Manuals and As-Built Drawings for architectural, structural and services
26.	60.1	The date by which operating and maintenance manuals are required is within 7 days after the practical completion. The date by which "as built" drawings are required is within 14 days after the practical completion.
27.	60.2	The amount to be withheld for failing to produce "as built" drawings by the date required is 300,000/- per day. The amount to be withheld for failing to produce operating and maintenance manuals by the date required is 300,000/- per day.
28.	61.2 (g)	The maximum amount of liquidated damages is ten percent (10%) of the final contract price.
29.	62.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is ten percent (10%).
30	67.1	The Employer or the Contractor may terminate the Contract if the other party causes a breach of the Contract by issuing a notice of three days of intention to terminate the contract

SECTION III: GENERAL CONDITIONS OF CONTRACT

A. General

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The Adjudicator 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 Arbitrator 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>Bill of Quantities -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 53 [Compensation Events]</p> <p>The Completion Date 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 Contract 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 Contractor is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days.</p> <p>Day-works 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 and 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 [Precedent Conditions].

"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 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 or any other action by Government

		The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Special Conditions of Contract .
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 Special Conditions of Contract , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Agreement, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement, (6) Specifications, (7) Drawings, (8) Bill of Quantities, (9) Contractor's Tender, and (10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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; 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 waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
	3.3	If the Condition 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	5.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the

Role		Contractor. The Project Manager shall have no authority to amend the contract.
6. Delegation	6.1	The Project Manager may, upon prior 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 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 the Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons: (a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract; (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 (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
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	13.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this

Contractor's Risks		Contract states are Contractor's risks
14. Employers Risks	14.1	From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to: (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (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.
	14.2	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: (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
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	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: (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 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 Applicable Law 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 SCC .
	30.1	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	30.2	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
	30.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
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.
	32.2	In the event of disagreement between the Parties to the dispute under GCC 30.1 or GCC 30.2 above, the Adjudicator shall be appointed by the Appointing Authority stated in the Special Conditions of Contract.
33. Security of the Site	33.1	Unless otherwise stated in the SCC, (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. Time Control
34. Program	34.1	Within the time stated in the SCC , 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 SCC . If the Contractor does not submit an updated Works 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.
	34.3	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	38.1	Either the Project Manager or the Contractor may require the other to

Meetings		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.
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.
	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	44.1	In the event the Contractor has not corrected a Defect(s) within the

Defects		time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
		D. Cost Control
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"> (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.
	53.2	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, 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.
	53.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the

		Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price 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.
	53.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project Manager.
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>where;</p> <p>P_n 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 variations and day work are not otherwise subject to adjustment;</p> <p>a is a constant, specified in the Appendix to Tender, representing the non-adjustable portion in contractual payments;</p>

	<p>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;</p> <p>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</p> <p>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</p> <p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.</p> <p>where;</p> <p>The effective value Pc of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(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:</p> <ul style="list-style-type: none"> • 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 any) • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under GCC 55.3 <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 Appendix to Tender, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been</p>

		computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the Appendix to Tender , which shall be subject to approval by the Project Manager.
	55.5	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
	55.6	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 favourable 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.
	55.7	The weightings for each of the factors of cost given in the Appendix to Tender 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 Special Conditions of Contract . The total amount of retention shall not exceed the amount specified in the Special Conditions of Contract
	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 Special Conditions of Contract 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 SCC by the date stated in the SCC , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	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 SCC 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.
E. Discharge of the Contract		
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	66.1	The Contractor shall supply to the Employer the "as built" Drawings

<p>Maintenance Manuals</p>		<p>and/or operating and maintenance manuals and any other related documents by the handover period stipulated pursuant to GCC 64.1 [Site Hand Over].</p>
	<p>66.2</p>	<p>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 Special Conditions of Contract from payments due to the Contractor.</p>
<p>67. Termination</p>	<p>67.1</p>	<p>The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p>
	<p>67.2</p>	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> 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; the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days; contractor's failure to submit performance security within the time stipulated in the SCC; the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate; <p>Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site};</p> <p>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</p> <p>if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph: "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	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 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	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: (a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
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 and for any Works carried out.

SECTION IV: APPENDICIES

APPENDIX I: LETTER OF ACCEPTANCE

THE BENJAMIN MKAPA HOSPITAL

P.O. Box 11088
Dodoma, Tanzania
Email: info@bmh.or.tz



Fax: +255-26-2963711
Phone: +255-26-2963710
Website: www.bmh.or.tz

REF. No. CLA.225/334/01/617

03rd January, 2022

M/s Laki Construction Co Ltd,
P.O. Box 11114
ARUSHA

RE: TENDER NO. PA/148/2021-2022/ W/08 FOR THE PROPOSED RENOVATION OF X RAY ROOM AT BENJAMIN MKAPA HOSPITAL

This is to notify you that your tender dated 18th November, 2021 for execution of the Proposed Renovation of X Ray Room at Benjamin Mkapa Hospital, Tender No PA/148/2021-2022/W/08, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of one hundred thirteen million, two hundred ten thousand and eighty-five **(TZS 113,210,085.00) VAT inclusive**, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirm **Tanzania Institute of Arbitrators (TIA)**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 44.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

Dr. Alphonse B. Chandika
EXECUTIVE DIRECTOR

Copy to:

The Controller and Auditor General,
P. O. Box 950,
41104 Dodoma

Chief Executive Officer
Public Procurement Regulatory Authority
PSPF Building 9th Floor, Jakaya Kikwete Road
P.O. Box 2865
DODOMA

Assistant Internal Auditor General - Technical Audit Section,
Internal Auditor General's Division,
1 Treasury Square Building
18 Jakaya Kikwete Road
P.O. Box 2802,
40468 Dodoma

The Attorney General,
P.O. Box 630,
DODOMA

APPENDIX II: BOQ

BILLS OF QUANTITIES

FOR

PROPOSED RENOVATION OF X RAY ROOM AT BENJAMIN MKAPA

NOVEMBER, 2021



LAKI CONSTRUCTION Co. LTD
P.O.BOX 11114
ARUSHA, TANZANIA
MOB: 0769423889/ 0783971919
lakiconstruction@yahoo.com

GENERAL SUMMARY



LAKI CONSTRUCTION Co. LTD
P.O.BOX 11114
ARUSHA, TANZANIA
MOB: 0769423889/ 0783971919
lakiconstruction@yahoo.com


GENERAL SUMMARY

S/N	DESCRIPTION	AMOUNT
1	BILL NR. 01 PRELIMINARIES	13,250,000/2
2	BILL NR. 02 PRIME COSTS AND PROVISIONAL SUMS	22,500,000/2
3	BILL NR. 03 MAIN BUILDING	121,638,500/2
	SUB TOTAL TSHS.	157,388,500/2
	<u>Condition of contract Clause 1b</u>	
	Allow for the cost of insurance in the joint names of the Employer and contractor, against loss or damage to the Works, plants, materials, equipment etc.	1,500,000/2
	<u>Condition of contract clause 60</u>	
	Allow for cost of providing performance security for 10% of the contract sum	2,000,000/2
	Reimbursable 2%	—
	SUB-TOTAL	160,888,500/2
	<u>ADD: 18% Value Added Tax (VAT)</u>	28,959,930/2
	SUB-TOTAL	189,848,430/2
	FIXED COST CARRIED	189,848,430/2

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General Summary

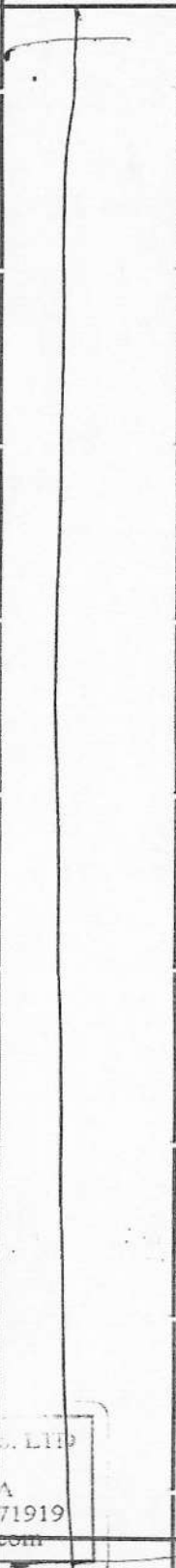


ITEM	DESCRIPTION	TSHS.	Cts
	<p>DESCRIPTION OF SITE:</p> <p>A. The site is located at DODOMA CITY</p> <p>B. The contractor shall prove and maintain any necessary temporary roads, sleeper tracks, and temporary cross over during the execution of the works, clear away same at completion and reinstate and make good any work disturbed to the satisfaction of the local Authority and the employer.</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <p>C. i) The nature of the site</p> <p>D. ii) The amount of bush, rubbish or debris to be cleared away before commencement.</p> <p>E. iii) The nature of proximity and size of adjoining building and property.</p> <p>F. iv) The nature of existing communications by roads or Otherwise.</p> <p>G. v) The means of access to the site.</p> <p>H. vi) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.</p> <p>J. vii) The source of adequate supplies of labour, plant and materials for the completion of the works.</p>		
	TO COLLECTION		

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ITEM	DESCRIPTION	TSHS.	Cts	
A	If the contractor wishes to execute trial holes before submitting his tender, he may do so in positions to be agreed with the Employer and at his sole expenses, including the reinstatement of the ground if so required by the Employer.			
B	The whole of the site will be available to the contractor immediately upon the issue of the order to commence.			
C	Any sand, aggregate to or other building materials shall be the property of the Employer and shall not be used in the construction of the works without the written consent of the Employer.			
D	The contractor is to satisfy himself as to any difficulties that the site may present and to make all necessary enquiries to any point which in his opinion requires further elucidation as no claim for lack of information on any of the above will be entertained.			
<u>DESCRIPTION OF WORKS:</u>				
E	The work within this contract comprises of: Proposed Construction of X- Ray Room at Benjamini Mkapa			
<u>SINGULAR AND PLURAL</u>				
F	Word importing the singular only also includes the plural.			
<u>LAW GOVERNING CONTRACT</u>				
G	The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.			
<u>METHOD OF MEASUREMENT:</u>				
H	These Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa first edition (metric) published by the architectural association of Kenya chapter of Quantity Surveyor Act, 1970, and applied equally to the measurement of proposed works and of variations by Quantity Surveyors.			
<div data-bbox="686 1747 1149 1904" style="border: 1px solid black; padding: 5px; text-align: center;"> LAKI CONSTRUCTION CO. LTD P.O. BOX 1114 ARUSHA, TANZANIA MOB: 0769423889/ 0783371919 lakiconstruction@yahoo.com </div>				
TO COLLECTION				



ITEM	DESCRIPTION	TSHS.	Cts	
A	Variation of 'Builder's work' will be subject to the same amended rates of percentage of adjustment.	←		
DEFINITIONS OF ABBREVIATIONS:				
B	<p>The contractor should take due notice of the under mentioned abbreviations:-</p> <p>mm - Millimetres cm - centimetres M³ - cubic meters M² - square metres M - linear metres No. - Number Kg. - Kilograms P.C - Prime cost</p>			
C	The contractor shall allow for keeping all records appertaining to the work and shall keep on the site a daily diary recording weather conditions, temperature, visitors to the site, etc.			
D	<p>The contractor is to supply to the employer such information as he may be required in connection with the work, including statement showing the number of men employed in all trades daily, and delivery notes (stating the name of the project) for all materials delivered to the site.)</p> <p>EMPLOYER'S INSPECTION:</p>			
E	No work shall be covered up until it is inspected and approved by the employer.			
F	<p>The employer may at any time go to the end of defects liability period or during any extended time where any defect are being made good, instruct the contractor to open up, pull down, test or expose any part of the works in order to satisfy himself as to the quality of materials or workmanship used. If in the opinion of the employer such parts are not in strict accordance with the contract documents he may order the contractor to remove all defective work, replace with approved materials and reinstate any such part of the works and any other disturbed at his own expenses and to the entire satisfaction of the employer. If any such parts of the works are found to be in accordance with the contract documents the contractor will be reimbursed with the General conditions of contract.</p>			
TO COLLECTION				

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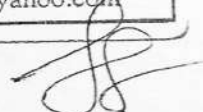


ITEM	DESCRIPTION	TSHS.	Cts	
	<u>DISTURBANCE OR NUISANCE:</u>	←		
A	The contractor shall allow for taking all necessary precautions in the			
	<u>TRESPASS, DAMAGE AND CARE OF WORKS:</u>			
B	The contractor shall prevent any trespass on the opinion adjoining Should the contractor wish to erect scaffolding or to make use of adjoining property, he shall obtain prior permission from the employer and clear away at a completion of his work or when directed and make good any damage to his satisfaction. Except as provided for in the General conditions of contract, the contractor, shall be held responsible			
C	for the care of works generally until their completion, including all works executed and materials deposited on the site by himself or his sub-contractors or supplier together with all risks arising from weather, carelessness of operatives, damages and he shall make good all such damage or loss at his own expense The contractor shall be responsible for the protection of any adjacent building, boundary walls, and fences, services either overhead or underground and for the making good of or paying for all damage thereto, should such be caused in the course of building operations. The contractor shall allow for making good all damage to the road, kerbs, surface water channels, etc. Occasioned by heavy traffic, delivery of materials and building operations generally to the entire satisfaction of the employer and shall be responsible for observing any by law of local authority regarding keeping the road free from mud, with dirt, etc, out of the execution of the works.			
D				
E				

TO COLLECTION

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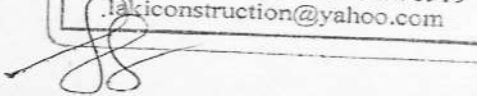
ITEM	DESCRIPTION	TSHS.	Cts
	PROTECTION FROM THE WEATHER:		
A	The contractor shall allow for covering up and protecting all new work from injury by weather or any other cause. Any damage, loss or expense caused by non-compliance with the clause shall be at sole risk of the contractor.		
	TOOLS, PLANT AND SCAFFOLDING:		
B	Provide all necessary cranes, hoists, concrete mixer and other plant including ladder, staging, access gangways tackle, tarpaulins, tools, moulds templates and other requisites necessary for proper executing, adapting from time to time as may be necessary and maintain all plant and equipment during the course of the contract.	2,500,000/-	
C	The contractor shall allow for providing adapting from time to time as may be necessary and maintaining all scaffolding scaffold boards and temporary staging, etc, necessary for the execution of the works.	1,200,000/-	
D	The contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, etc. whether the same may or may not be particularly shown on the drawings, specifications provided that the same is reasonably to be inferred there from.		
	SITE ACCOMODATION:		
E	The contractor shall provide and maintain any necessary temporary office accommodation required by him and his sub-contractors suitably equipped with desks, chairs, drawing boards, and electric lighting and telephone.	2,000,000/-	
F	The contractor shall provide and maintain for his workers latrine facilities washing and drinking water, first aid equipment's and shelters equipped with tables, benches and checking facilities all to the reasonable satisfaction of the workers and approved by the employer and Health authorities.		
G	The contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for him and his-sub-contractors for the execution of the works.	1,500,000/-	
	TO COLLECTION	7,200,000/-	

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ITEM	DESCRIPTION	TSHS.	Cts
A.	<p><u>WATER FOR THE WORKS</u></p> <p>The contractor shall allow for all necessary clean fresh water for the works, including that required by sub-contractors and for any temporary plumbing meters and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.</p>	200,000/-	
B.	<p><u>LIGHTING AND POWER FOR THE WORKS</u></p> <p>The contractor shall allow for providing and maintaining a temporary electricity supply for the works including that required by sub-contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make all works disturbed.</p>	200,000/-	
C.	<p><u>WATCHING HOARDING AND LIGHTING:</u></p> <p>The contractor shall allow for providing and maintaining any barriers, hoarding, watching, lighting, which must comply with the By-laws of requirements of the local authority and policy regulations and the contractor must give all requisite policies to those authorities and provide everything necessary to protect the general public Workmen, plant, materials and the whole of the works.</p>	3,250,000/-	
D.	<p>No advertisement will be permitted without the written authority of the employer.</p>		
E.	<p><u>SIGN BOARD:</u></p> <p>The contractor shall provide and erect a large sized sign board on the site showing the title of the contract, the name and address of the employer, consultant, nominated suppliers and sub-contractor and such information as may be required by the employer who shall provide the sign layout and colors of the Board. The board shall be repainted when necessary and removed when no longer required.</p>	300,000/-	
F.	<p><u>PROTECTION:</u></p> <p>The contractor is required to protect works section until completion.</p>		
TO COLLECTION		3,950,000/-	

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ITEM	DESCRIPTION	TSHS.	Cts
A	<p>TESTING:</p> <p>Allow for testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the employer and local authority.</p>		
B	<p>REMOVING RUBBISH AND CLEANING:</p> <p>The contractor shall make good all defects and injuries to the works, clean down external faces wash off stains to face work, clean off marks mortar and cement, clean windows inside and out, scrub floors, flush drains run and leave all parts of the works clean, free from rubbish and waste materials and perfect on completion.</p>	1,200,000/-	
C	<p>The contractor shall clean and cart away all rubbish as it accumulates and keep the works in orderly condition to the satisfaction of the employer.</p>	900,000/-	
	TO COLLECTION	2,100,000/-	
	COLLECTION		
	Page No. 8/1/1		
	Page No. 8/1/2		
	Page No. 8/1/3		
	Page No. 8/1/4		
	Page No. 8/1/5	7,200,000/-	
	Page No. 8/1/6	3,950,000/-	
	Page No. 8/1/7	2,100,000/-	
	BILL NR.1 - PRELIMINARIES CARRIED TO GENERAL SUMMARY	13,250,000/-	

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BILL NO 2 - PRIME COST AND PROVISIONAL
SUMS

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ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	BILL NR.2 - PC & PROVISIONAL SUMS				
	<i>The following provisional sums are for the works or costs which can not entirely be foreseen, defined or detailed during the preparation of Bills of Quantities and should be used in whole or in part at the discretion of the Architect:</i>				
A	Electrical Instalation		Sum		3,000,000/-
B	Plumbing Instalation		Sum		2,000,000/-
C	Air condition Instalation		Sum		10,500,000/-
D	Contingencies		Sum		7,000,000/-
BILL NR. 2 - PC & PROVISIONAL SUMS CARRIED TO SUMMARY					22,500,000/-

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BILL NO 3 - MEASURED WORKS

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 01 - DEMOLITIONS AND ALTERATION				
	<i>All items and fittings retrieved from demolition works and which are in good order shall become the property of the Employer, and shall be stored where directed by the Project Manager;</i>				
A	Partition wall Carefully demolish the existing partition wall and remove the resulting debris away from site and clean (Approximate 23M ²).		Item		850,000/2
B	CEILING Carefully demolish the suspended ceiling (Approx 37.74M ²).		Item		460,000/2
C	FLOOR Carefully demolition the existing floor tiles debris away from site; (Approx 37.74M ²).		Item		650,000/2
D	Carefully hacking the existing skirting, carty debris away from site; (Approx 15M).		Item		85,000/2
ELEMENT NR. 01 – DEMOLITION CARRIED TO SUMMARY OF BILL No.3					2,045,000/2

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ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NR. 2 -WALLING.</u>				
	<u>BLOCKWORK:</u>				
	<u>Solid concrete blocks with strength of 4 - 5MPa: bedded and jointed in cement/sand mortar.</u>				
A	300mm thick Wall	350	M ²	82,500/-	28,875,000/-
					28,875,000/-
<u>ELEMENT NR. 2 - WALLING CARRIED TO SUMMARY OF BILL NR. 3</u>					



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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.3 - DOORS				
	<u>Supply and fix Lead metal door complete with frame and all accessories</u>				
A	overall size 900 x 2700mm high	1	No.	16,500,000/-	16,500,000/-
B	overall size 1500 x 2700mm high	1	No.	18,500,000/-	18,500,000/-
	<u>Prime quality local hardwood, "Mninga" or</u>				
	Panel Doors				
	<u>Panelled doors; comprising of 45x120mm stiles, top rail and middle rail, 180x45mm bottom rail and ; filled in with to be approved by Architect in accordance with the drawings</u>				
C	Ditto; size 900 x 2700mm high	2	No.	720,000/-	1,440,000/-
	<u>Frames and the like</u>				
	<u>Prime quality hardwood mninga or any other approved hardwood timber;</u>				
D	50 x 150mm Hardwood frames with one labour, plugged to walls	15	m	56,000/-	840,000/-
E	50 x 150mm Hardwood transome with one labour	4	m	56,000/-	224,000/-
F	25 x 45mm Architraves	15	m	26,000/-	390,000/-
C	20 x 30mm Hardwood glazing boards	4	m	22,000/-	88,000/-
	<u>Glazing</u>				
	<u>Glass in openings ;clear sheet glass; as per approved quality</u>				
H	5mm thick; 0.10 - 0.50 sq.m	4	m ²	62,000/-	248,000/-
TO COLLECTION					38,230,000/-

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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
A	Supply and fix the following ironmongery: ex "UNION" or equal and approved by <u>Architect</u> Fixed to hardwood with matching screws				
B	Single profile cylinder (thumbturn) with key operation on one side (to suit a 40mm thick door) cat916.59.498, nikel plated matt finish	2	No.	285,000/2	570,000/2
C	100mm Brass butt hinges	4	Pairs	51,000/2	204,000/2
D	Door closer	2	No.	210,000/2	420,000/2
E	Door Sinage	2	No.	95,000/2	190,000/2
F	45x24mm floor mounted door stop:DS100	2	No.	65,000/2	130,000/2
TO COLLECTION					1,574,000/2
<u>COLLECTION</u>					
Page 8/3/4/1					38,230,000/2
Page 8/3/4/2					1,514,000/2
ELEMENT NR. 03- DOORS CARRIED TO SUMMARY OF BILL No. 03					39,744,000/2

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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 04 - WINDOWS <u>Composite Aluminium windows units comprising 80x40 x (1.2-1.4)mm thick series; standard aluminium profile ; ex-UAE Polyster powder coated aluminium profile, infill 22mm thick AGC Guardian/saint gobain single glazed unit; outer 6mm performance solar control tempered glass; heat strengthened glass inside to accomodate 30-60% light transmission; 1.9U-Value solar heat gain coefficient<0.34; complete with mosquito proofing panel and all necessary standard fittings and accessories. and allow for openable panels as per Architecs design</u>				
A	Ditto; 1875 x 1700mm high	1	No	2,850,000/=	2,850,000/=
B	Ditto; 1800 x 600mm high	1	No	960,000/=	960,000/=
	<u>Supply and fix Lead metal door complete with frame and all accessories</u>				
C	Ditto; 1200 x 600mm high	1	M ²	9,800,000/=	9,800,000/=
	Curtains:				
D	Venetia vertical blinde to windows including all fixing accessories as per manufacture's specifications and Architect's instructions	8	M ²	110,000/=	880,000/=
	METAL WORK: <u>Mild steel; welded together with welding fillets; protected from rust by applying three coats of zinc chromate primer and two full coat of gloss painting; including fixing in position.</u>				
E	Supply and fix "WINDOW GRILLES"; comprising of 25x50 x 2mm RHS pipes framing; filled in with 12.5 X 2mm CHS bars for infill patterns as per Architect's details drawings.	8	M ²	215,000/=	1,720,000/=
ELEMENT No. 04 - WINDOWS CARRIED TO SUMMARY OF BILL No. 03					16,210,000/=

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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.05 - FINISHINGS				
	Floor finishings				
	Tile, slab or block floor finishing				
	<u>Porcelain floor tiles, 400 x 400 x 8mm thick</u> <u>Twyford tiles as specified in the schedule of</u> <u>finishing materials and Architect's approval;</u> <u>bedded to cement and sand base (m/s); mortar</u> <u>(1:4); and jointing with grouting</u>				
A	to floor; butt joints straight both ways; level; to cement and sand base	79	m ²	52,000/-	4,108,000/-
B	ditto; 300mm x 100mm high x 8mm thick skirting	57	m	18,000/-	1,026,000/-
	<u>Ceramic wall tiles, 200 x 500 x 8mm thick</u> <u>Twyford tiles as specified in the schedule of</u> <u>materials and Architect's approval; bedded to</u> <u>cement and sand base (m/s); mortar (1:4); and</u> <u>jointing with grouting</u>				
C	To wet areas; butt joints straight both ways; level	23	m ²	48,000/-	1,104,000/-
	Beds or Backings				
	Mortar; cement and sand (1:4)				
D	tiles; work to concrete base	79	m ²	10,500/-	829,500/-
E	42mm thick backings to receive wall tiles	23	m ²	10,500/-	241,500/-
F	40mm thick to 10X100mm wide skirting; work	57	m	3,500/-	199,500/-
	Wall finish:				
	<u>internal plastering in two coats, first coat</u> <u>12mm thick cement and sand mix (1:3)</u> <u>steel trowelled; prepare and apply second</u> <u>coat 3mm thick stucco steel trowelled to</u> <u>smooth finish, including sanding with</u> <u>sand paper.</u>				
G	15mm To walls, beams, columns and the like; to concrete or block work base.	350	m ²	13,500/-	4,725,000/-
TO COLLECTION					12,233,500/-

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ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR. 06- PAINTING AND DECORATING				
	<u>INTERNAL WORK:</u>				
	<u>Prepare and apply one thinned coat and two full coats of silk acrylic emulsion paint as per the Architect's</u>				
A.	Plastered walls, columns and the like.	350	M ²	13,000/-	4,550,000/-
	<u>Prepare and prime only back of wood surfaces:</u>				
C.	Frames and the like over 100mm. not exceeding 200 mm. girths.	15	M	6,000/-	90,000/-
	<u>Prepare and apply one undercoat and two full coats of egg shell varnish on timber surfaces:</u>				
D.	General surfaces of doors.	44	M ²	13,000/-	572,000/-
	<u>Prepare and apply one undercoat and two full coats of hammer enamel paint on metal surfaces:</u>				
A	Grilles; measured on both sides.	8	M ²	13,000/-	104,000/-
ELEMENT NR. 06 - PAINTING AND DECORATING CARRIED TO SUMMARY OF BILL NR. 3.					5,316,000/-

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SUMMARY
MEASURED WORKS

ELEMENT	DESCRIPTION	PAGE No.	AMOUNT
1	DEMOLITION AND ALTERATION	3/1/3.	2,045,000/=
2	WALLS	3/2/1.	28,875,000/=
3	DOORS	3/3/1.	39,744,000/=
4	WINDOWS	3/4/2.	16,210,000/=
5	FINISHINGS	3/5/2.	29,448,500/=
6	PAINING AND DECORATION	3/6/2.	5,316,000/=
BILL NR. 3 - MEASURED WORKS CARRIED TO SUMMARY OF MEASURES WORK			121,638,500/=


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APPENDIX III: CONTRACTOR TENDER

2. Form of Tender

Executive Director
Benjamin Mkapa Hospital
P.O. Box 11088, Dodoma.

18/11/2020 [date]

To: [name and address of Employer]

Proposed renovation of x-ray room
at Benjamin Mkapa Hospital
Tender No PA/148/2021-2022/W/OE

We offer to execute the [name and identification number of contract] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [amount in numbers] [amount in words] [name of currency]. Tshs 189,848,430 = One hundred eighty nine million eight hundred forty eight thousand four hundred thirty Shillings Only VAT INCLUSIVE.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)	_____	_____	_____
(b)	_____	_____	_____

The advance payment required is:-

Amount	Currency
(a) 28,477,264.50	TSHS
(b) _____	_____

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 42.1 [Adjudicator]

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

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With reference to ITT 3.11 [Eligibility of Tenderers], it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract:-


Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity
None	None	None

(if none has been paid or is to be paid, state "none")

This tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: 
 Name and Title of Signatory: JONESTON LAZARO - M/DIRECTOR

Name of Tenderer: LAKI CONSTRUCTION Co. LTD

Address: Box 11114, ARUSHA.

LAKI CONSTRUCTION Co. LTD
 P.O. BOX 11114
 ARUSHA, TANZANIA
 MOB: 0769423889/ 0783971919
 lakiconstruction@yahoo.com

APPENDIX IV: POWER OF ATTORNEY

3. Standard Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 18th November 2021,
We the undersigned LAKI CONSTRUCTION CO. LTD of P.O BOX 11114, ARUSHA, by
virtue of authority conferred to us by the Board Resolution No006.....of 17th
November day of 2021, do hereby ordain nominate and appoint JONESTON SHUBILA
LAZARO of P. O box 11114, Arusha to be our true lawful Attorney and Agent, with full
power and authority, for us and in our names, and for our accounts and benefits, to do
any, or all of the following acts, in the execution of tender No. " **PROPOSED
RENOVATION OF X RAY ROOM AT BENJAMIN MKAPA HOSPITAL**" that is to say;

To act for the company and do any other thing or things incidental for **TENDER
NO. PA/148/2021-2022/W/08** of "**PROPOSED RENOVATION OF X RAY ROOM AT
BENJAMIN MKAPA HOSPITAL**"

AND provided always that this Power of Attorney shall not revoke or in any manner
affect any future power of attorney given to any other person or persons for such other
power or powers shall remain and be of the same force and affect as if this deed has not
been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or
substitutes or agent or agents appointed by him under this power on his behalf herein
before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said LAKI CONSTRUCTION CO. LTD and
delivered in the presence of us this 18th day of November 2021.

IN WITNESS whereof we have signed this deed on this 18th day of November 2021 at
Arusha for and on behalf of LAKI CONSTRUCTION CO. LTD

.....
[Signature]
.....

SEALED and DELIVERED by the
Common Seal of LAKI CONSTRUCTION CO. LTD }
This 18th November 2021

LAKI CONSTRUCTION Co. LTD
P.O.BOX 11114
ARUSHA, TANZANIA
MOB: 0769423889/ 0783971919
lakiconstruction@yahoo.com

.....
[Signature]
.....
DONOR

BEFORE ME: *[Signature]*
.....
COMMISSIONER FOR OATHS



Acknowledgement

I JONESTON SHUBILA LAZARO doth hereby acknowledge and accept to be Attorney of the said LAKI CONSTRUCTION CO. LTD under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

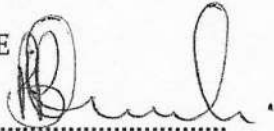
SIGNED AND DELIVERED by the said
JONESTON SHUBILA LAZARO Identified to me
by *[insert name]*
The latter known to me personally
This 18th November 2021,

LAKI CONSTRUCTION Co. LTD
P.O.BOX 11114
ARUSHA, TANZANIA
MOB: 0769423889/ 0783971919
lakiconstruction@yahoo.com



.....
DONEE

BEFORE ME



.....
COMMISSIONER FOR OATHS

