

**BENJAMIN MKAPA HOSPITAL**



**P.O. BOX 11088  
DODOMA**

**LOCAL PURCHASE ORDER FOR  
PROCUREMENT OF MINOR WORKS**

**QUOTATION NO: PA/148/2021-2022/W/09**

**PROPOSED REHABILITATION OF TELEMEDICINE ROOM**

**M/S LAKI CONSTRUCTION CO LTD,  
P.O. BOX 11114  
ARUSHA**

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

Your quotation reference **PA/148/2021-2022/W/09** dated 3<sup>rd</sup> December, 2021 is accepted and you are required to execute the works as detailed on the attached Bills of Quantities (BOQ) against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

**TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:**

1. **Contract Sum:** The Contract Sum **Tanzania Shillings Sixteen Million Eight Hundred Eighty Six Thousand Nine Hundred Eighty only (Tshs 16,886,980.00) VAT inclusive.**
2. **Completion Date:** The works are to be completed within six (6) weeks from the date of this LPO.
3. **Defect Liability Period:** The defect liability period is as indicated in the Special Conditions of Contract for this LPO.
4. **Site Location:** The works will be carried out at Benjamin Mkapa Hospital and is defined in drawings No: 1  
**Contact Person:** Notices, enquiries and documentation should be addressed to **Executive Director, Benjamin Mkapa Hospital, P.O. Box 11088, Dodoma**
5. **Payment to Contractor:**  
Payment will be made within 60 days on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:
  - An original and two copies of an Invoice;
  - Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the work];
  - Electronic Fiscal Device (EFD) receipt; and
6. **The following documents form part of this Contract (LPO):**
  - Local Purchase Order (LPO)
  - Letter of Acceptance
  - Quotation Submission Form



- Bills of Quantities (BOQ)
- Special Conditions of Contract for LPO
- General Conditions of Contract for LPO

7. Scope of Works and Prices

DESCRIPTIONS	AMOUNT (TSHS)
BILL No 01 - PRELIMINARIES	1,500,000.00
BILL No 02 - PRIME COSTS AND PROVISIONAL SUMS	3,750,000.00
BILL No 03 - MEASURED WORKS	9,061,000.00
SUB TOTAL TSHS.	14,311,000.00
PERFORMANCE SECURITY CLAUSES:	
Clause 4 - The Performance Security	
ADD: 18% Value Added Tax (VAT)	2,575,980.00
<b>FIXED COST ESTIMATE</b>	<b>16,886,980.00</b>

**For Client:**


Signature: 

Name: Dr. A. CHANDIKA

Designation: E. D

Date: 14/1/2022

**For Contractor:**

Signature: 

Name: JONESTON LAZARO

Designation: M/DIRECTOR

Date: 14/01/2022

LAKI CONSTRUCTION Co. LTD  
 P.O. BOX 11114  
 ARUSHA, TANZANIA  
 MOB: 0769423880 / 0781051000



# SECTION I: GENERAL CONDITIONS OF CONTRACT FOR LPO

## GENERAL

### 1: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

The **Adjudicator** is the person who will be appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance if they arise, and as provided for in GCC 25.1

The **Arbitrator** is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes, and as provided for in GCC 25.4.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

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 **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 20.

The **Contract** is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3.

The **Contractor** is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.

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

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

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.

**Works** means the works to be executed in accordance with the contract.



A **Defect** is any part of the Works not completed in accordance with the Contract.

**Effective Contract date** is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **SCC** and calculated from the Completion Date.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**.

## 2: Interpretation

- 2.1 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.2 If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Local Purchase Order (LPO),
  - (2) Letter of Acceptance,
  - (3) Quotation Submission Form
  - (4) Special Conditions of Contract for LPO,
  - (5) General Conditions of Contract for LPO,
  - (6) Certificate of Contract Commencement,
  - (7) Specifications,
  - (8) Drawings,
  - (9) Priced Bill of Quantities,
  - (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 Unconditional Guarantee (if applicable).

3.2 If the Condition precedent stipulated on **GCC 3.1** is not met by the date specified in the **SCC** this contract shall not come into effect;

3.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.

**4. Language and Law**

The language of the Contract and the law governing the Contract are stated in the **SCC**.

**5. Project Manager's role**

Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.

**6: Communications**

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**.

**GENERAL OBLIGATIONS**

**7: Execution of Works**

The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the completion of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

**8: Adverse Physical Conditions**

If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable



by the Contractor; the Engineer shall determine any extension of time to which the Contractor is entitled.

**9: Sub-contracting**

The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.

**10: Supervision of Works by Contractor**

The Contractor shall execute the works with due diligence and comply with the established standard specifications required by the Engineer so as to meet the specific requirements of quality, quantity and time frame. If at any time the Engineer observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Contractor to correct the situation.

**11: Inspection**

The Engineer or his authorized representative has the right to inspect the works to see if it complies with the established standard specifications issued by the Employer and the Contractor shall provide reasonable assistance for the same as and when required by the Engineer.

**12: Rejected Works**

Works not in compliance with the requirements of the established standard specifications stipulated in the contract will be rejected. On the instruction of the Engineer, the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Engineer.

**13: Insurances**

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated in the **SCC** for the following events which are due to the Contractor's risks; loss or damage to Contractors equipment and plant, Materials and for compensation of personal injury or death.

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

13.3 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.

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

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

#### **14: Liabilities of the Contractor**

The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

#### **15: Force Majeure**

15.1 Notwithstanding the provisions of GCC 24 and 26, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

15.2 For purposes of this GCC, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Employer in writing or in electronic forms that provide record of the content of communication, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.4 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, the Contractor shall rectify the loss or damage. The Employer shall determine an addition to the contract price and may consider an extension of the contract period.

#### **16: Quality of Materials and Workmanship**

All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Engineer's instructions



and subjected to such tests as the Engineer may require. The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.

**17: Access to Materials**

The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Engineer.

**18: Clearance of Site**

Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Engineer.

**19: Health and Safety and Protection of the Environment.**

The Contractor shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The Contractor shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

**20: Commencement and Completion of Work.**

The Contractor shall commence and complete the works within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Employer.

**21: Variation**

Upon the approval of the Employer, the Engineer may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the tender unit rates or in case no unit rate is applicable, such other rate as will be determined by the Engineer and agreed upon between the Employer and the Contractor and approved by the Employer.



## PAYMENTS

### 22: Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.

The Engineer shall determine by measurement the value of the actual works and he shall certify payment for the works in compliance with such measurement at the contractually stipulated unit cost.

A contract amendment for additional quantities of the same items shall use the same or lower unit prices as the original contract.

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 Engineer or Project Manager shall adjust the rate to allow for the change after consultation with and approval by the Employer.

Upon approval of the employer, the Engineer or Project Manager shall adjust rates from changes in quantities if thereby the Initial Contract Price is not exceeded by more than 15 percent. If the change is exceeded by 15 percent, the approval should be sought from the budget approving authority of the employer.

### 23: Payments

#### 23.1 Advance Payment

An advance payment of up to **20%** of contract value **may** be provided if so specified in the **SCC** upon submission of acceptable collateral. This advance payment will be deducted in equal installments against each bill submitted by the Contractor, and shall be wholly recovered.

#### 23.2 Interim Payments

Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of **amount stated in the SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released together with the final payment certificate.

The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **14 working days** after approval of the interim certificate by the Engineer.



### **23.3 Final Payment**

The Final payment certificate shall be effected within **28** working days after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Engineer.

### **23.4 Delayed Payments**

If the Employer fails to make payment within the time stated the Employer shall pay to the Contractor interest at the rate stated in the **SCC**.

### **23.5 Deductions to Payments**

The Employer shall be entitled to deduct any sums, advances or debts recoverable from the Contractor to the Employer from any sums payable by the Employer to the Contractor under this contract or any other contract provided always that this provision shall not effect any other remedy by action at law or otherwise by which the Employer may be entitled to the recovery of any such moneys.

### **23.6 Payment to Workmen**

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for plant/ equipment/ vehicle hire and material under this contract the Employer shall be entitled to withhold payments from the Contractor. The Employer shall make use of such withheld payments to pay the Contractor's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Employer by the Contractor under this contract.

## **24: Liquidated Damages**

If the Contractor fails to perform the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate of 0.1% to 15% of the Contract value per day up to a sum of equivalent to the amount of the performance guarantee.

## **25: Settlement of Disputes**

25.1 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.



- 25.2 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
- 25.3 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.
- 25.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.
- 25.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
- 25.6 Notwithstanding any reference to arbitration herein,  
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  
(b) the Client shall pay the **Contractor** any monies due.
- 25.7 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 costs and expenses incurred.
- 25.8 Should the Adjudicator resign or die, or should the Client 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.

## **26: Termination of Contract**

- 26.1 If the Contractor fails to commence the works within the specified time or there are reasons to believe that he may not complete the works within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Engineer or he becomes bankrupt, the Employer shall be entitled to terminate the contract and engage a new Contractor to carry out the works.



26.2 If the Employer fails to pay the Contractor within 60 days of the date of the Engineer's certificate, the Contractor may terminate the contract

**27: Payment if Contract Terminated**

If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this GCC the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

**28: Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Employer.

**29. Notices**

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.

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

**30: Change of Laws and Regulations**

If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.



## SECTION II: SPECIAL CONDITIONS OF CONTRACT FOR LPO

### Special Conditions of Contract (SCC)

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
<b>1</b>	<b>1.1</b>	<p><b>A. General</b> The Employer is <b>Executive Director Benjamin Mkapa Hospital P.O. Box 11088 Dodoma</b></p> <p>Appointing Authority for the Adjudicator: <b>Tanzania Institute of Arbitrator</b></p> <p>The Defects Liability Period is 30 days.</p> <p>The Project Manager is <b>Head Health Care Technical Services Unit</b></p> <p>The name and identification number of the Contract is <b>Proposed Rehabilitation of Telemedicine Room, Quotation No: PA/148/2021-2022/W/09</b></p> <p>The Works consist of <b>Rehabilitation of Telemedicine Room</b></p> <p>The Start Date shall be <b>14<sup>th</sup> January, 2022</b></p> <p>The Intended Completion Date for the whole of the Works shall be <b>07/03/2022</b></p> <p>The following documents also form part of the Contract: BOQ</p> <p>The Site is located at Benjamin Mkapa Hospital and is defined in drawings No: 1</p>



<b>2.</b>	<b>2.2</b>	Indicate whether sectional completion is not specified.
<b>3.</b>	<b>2.3(10)</b>	List other documents that form part of the contract if any: a)..... b)..... c)..... <b>None</b>
<b>4.</b>	<b>3.0</b>	The Performance Security shall be: N/A.
<b>5.</b>	<b>4.1</b>	The language of the Contract documents is <i>English</i> . The law that applies to the Contract is the Tanzanian Law.
<b>6.</b>	<b>13.1</b>	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials 100,000 (b) loss of or damage to Equipment 100,000 (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract 100,000 and (d) personal injury or death 100,000.
<b>7.</b>	<b>19.0</b>	The other measures include: a. Minimizing the number of migrant workers employed on the project and household in the site camp  b. Providing access to voluntary counseling 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
<b>8.</b>	<b>23.1</b>	The amount of advance payment shall be ..... per cent of the contract sum payable by [ <i>insert date</i> ]. Not Applicable
<b>9.</b>	<b>23.2</b>	Minimum Amount of Interim Payment Certificate will be 100 percent of contract price after completion of work
<b>10.</b>	<b>23.2</b>	The amount of retention is 5 percent of value of works of Interim Payment Certificate'. Limit of retention will be [ <i>insert percent</i> ] of contract price.
<b>11</b>	<b>23.4</b>	The interest rate shall be 0.1% above prevailing interest rate for commercial borrowing from the contractors bank
<b>12.</b>	<b>24.0</b>	The amount of liquidated damages is 0.1 percent of contract price per day
<b>13</b>	<b>24.0</b>	The maximum amount of liquidated damages must be equivalent to the amount of the performance security
		Monthly Recovery of Advance Payment: .....percent of amount of Interim Payment Certificate. Not Applicable
<b>14.</b>	<b>24.0</b>	Number of days for which the maximum amount of liquidated damages can be paid is 5 days.



## 1. Form of Tender

Date:

To: EXECUTIVE DIRECTOR  
BENJAMIN MKAPA HOSPITAL  
P.O. BOX 11088  
DODOMA

Having examined the Tendering Documents including Addenda Nos: *PA/148/2021-2022/W/09* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [*REHABILITATION OF TELEMEDICINE ROOM AT BENJAMIN MKAPAHOSPITAL DODOMA*] in conformity with the said Tendering Documents

for the sum of [*SIXTEEN MILLION EIGHT HUNDRED EIGHTY SIX THOUSAND NINE HUNDREDEIGHTY ONLY 16,886,980/=VAT INCLUSIVE*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

We are hereby confirm [*NCC*], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

We undertake, if our Tender is accepted, to deliver the work in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

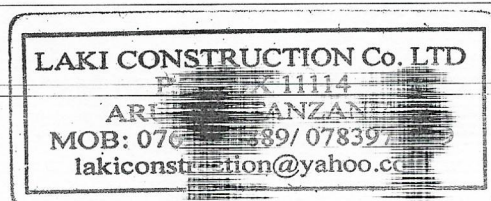
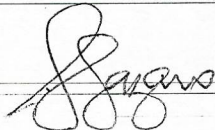
We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

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 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** **Amount and currency** **Purpose of Commission** **Or recipient or gratuities** None None None  
.....  
(if none state "none")

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 3<sup>rd</sup> day of December 2021.

(Name) JONESTON LAZARO

[signature]

MANAGING DIRECTOR

[in the capacity of]

Duly authorized to sign Tender for and on behalf of LAKI CONSTRUCTION Co. LTD

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



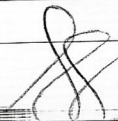
**BILLS OF QUANTITIES**

**FOR**

**PROPOSED REHABILITATION OF TELEMEDICINE ROOM AT BENJAMIN  
MKAPA HOSPITAL**

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

**NOVEMBER, 2021**





## GENERAL SUMMARY

D E S C R I P T I O N S	A M O U N T (T S H S)
BILL No 01 - PRELIMINARIES .....	1,500,000.00
BILL No 02 - PRIME COSTS AND PROVISIONAL SUMS .....	3,750,000.00
BILL No 03 - MEASURED WORKS .....	9,061,000.00
SUB TOTAL TSHS. ....	14,311,000.00
<b>PERFORMANCE SECURITY CLAUSES:</b>	
. Clause 4 - The Performance Security	
SUB TOTAL TSHS.	14,311,000.00
ADD: 18% Value Added Tax (VAT) -----	2,575,980.00
<b>FIXED COST ESTIMATE</b>	<b>16,886,980.00</b>

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P.O.BOX 11114  
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MOB: 0769423889/ 0783971919  
lakiconstruction@yahoo.com



ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
	<p><b>DESCRIPTION OF SITE:</b></p> <p>A. The site is located within <b>BENJAMINI MKAPA HOSPITAL</b></p> <p>B. The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <p>i) The nature of the site</p> <p>ii) The amount of bush; rubbish or debris to be cleared away before commencement.</p> <p>iii) The nature of proximity and size of adjoining building and property.</p> <p>iv) The nature of existing communications by roads or otherwise.</p> <p>v) The means of access to the site.</p> <p>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>vii) The source of adequate supplies of labour, plant and materials for the completion of the works.</p> <p>C. 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.</p> <p>D. The whole of the site will be available to the Contractor immediately upon the issue of the order to commence.</p> <p>E. 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.</p> <p>F. 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.</p>	
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ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A.	<p><b>DESCRIPTION OF WORKS:</b></p> <p>The work within this contract comprises of: <i>Proposed Rehabilataion of ICU for Ground Floor Phase Iiat Benjamini Mkapa Hospital.</i></p>	
B.	<p><b>SINGULAR AND PLURAL</b></p> <p>Word importing the singular only also includes the plural.</p>	
C.	<p><b>LAW GOVERNING CONTRACT</b></p> <p>The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.</p>	
D.	<p><b>METHOD OF MEASUREMENT:</b></p> <p>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.</p>	
E.	<p>Variation of 'Builder's Work' will be subject to the same amended rates of percentage of adjustment.</p>	
F.	<p><b>DEFINITIONS OF ABBREVIATIONS:</b></p> <p>The Contractor should take due notice of the under mentioned abbreviations:-</p> <p>mm - millimetres  cm - centimetres  M<sup>3</sup> - cubic meters  M<sup>2</sup> - square metres  M - linear metres  No - Number  Kg - Kilograms  P.C - Prime cost</p>	
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ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A.	<p><b><u>METHOD OF MEASUREMENT:</u></b></p> <p>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.</p>	
B.	<p>Variation of 'Builder's Work' will be subject to the same amended rates of percentage of adjustment.</p>	
	<p><b><u>DEFINITIONS OF ABBREVIATIONS:</u></b></p>	
C.	<p>The Contractor should take due notice of the under mentioned abbreviations:-</p> <p>mm - millimetres  cm - centimetres  M<sup>3</sup> - cubic meters  M<sup>2</sup> - square metres  M - linear metres  No - Number  Kg - Kilograms  P.C - Prime cost</p>	
D.	<p>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.</p>	
E.	<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>	
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ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A.	<p><b><u>EMPLOYER'S INSPECTION:</u></b></p> <p>No work shall be covered up until it is inspected and approved by the Employer.</p>	
B.	<p>The Employer may at any time before 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>	
C.	<p><b><u>DISTURBANCE OR NUISANCE:</u></b></p> <p>The Contractor shall allow for taking all necessary precautions in the order and execution of the work so as to avoid causing disturbance or nuisance to the occupants of existing buildings and those adjacent to the works and for complying with the Employer's instructions in this respect. The Contractor shall be in tort for such nuisance.</p>	
D.	<p><b><u>TRESPASS, DAMAGE AND CARE OF WORKS:</u></b></p> <p>The Contractor shall prevent any trespass on the opinion adjoining property and he shall take all reasonable precautions during the progress of the contract to prevent any damage to the adjoining property or plant or private roadways and to prevent material; plant; rubbish and debris; etc. collecting on the adjoining property or roadways.</p>	
E.	<p>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 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</p>	

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ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A	The Contractor shall be responsible for the protection of any adjacent building; boundary walls; 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.	
B	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; filth dirt; etc, out of the execution of the works.	
C	<p><b><u>PROTECTION FROM THE WEATHER:</u></b></p> <p>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 contract.</p>	
B.	<p><b><u>TOOLS, PLANT AND SCAFFOLDING:</u></b></p> <p>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.</p>	600,000.00
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	
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.	
	<b>TO COLLECTION TSHS.</b>	<b>600,000.00</b>

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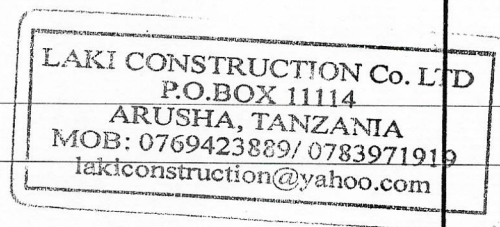
ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A	<p><b><u>SITE ACCOMODATION:</u></b></p> <p>The Contractor shall provide and maintain any necessary temporary office accommodation required by himself and his Sub-Contractors suitably equipped with desks; chairs; drawing boards; and electric lighting and telephone.</p>	
B	<p>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.</p>	
C	<p>The Contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for himself and his Sub-Contractors for the execution of the works.</p>	
D	<p><b><u>WATER FOR THE WORKS</u></b></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 metres and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.</p>	
E	<p><b><u>LIGHTING AND POWER FOR THE WORKS</u></b></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 good all works disturbed.</p>	
F	<p><b><u>WATCHING AND LIGHTING:</u></b></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 polycy regulations and the Contractor must give all requiste policies to those authorities and provide everything necessary to protect the general public workmen; plant; materials and the whole of the works</p>	
G	<p>No advertisement will be permitted without the written authority of the Employer.</p>	

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ITEM No.	DESCRIPTION OF WORK	AMOUNT TSHS.
A	<p><b><u>SIGN BOARD:</u></b></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 colours of the Board. The board shall be repainted when necessary and removed when no longer required.</p>	
B	<p><b><u>PROTECTION:</u></b></p> <p>The Contractor is required to protect works section until completion.</p>	
C	<p><b><u>TESTING:</u></b></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>	
D	<p><b><u>REMOVING RUBBISH AND CLEANING:</u></b></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>	600,000.00
E	<p>The Contractor shall clean and cart away all rubbish as it accumulate and keep the works in orderly condition to the satisfaction of the Employer</p>	300,000.00
	<b>TO COLLECTION</b>	<b>900,000.00</b>
	<p><b><u>COLLECTION</u></b></p> <p>Page No. 8/1/3</p> <p>Page No. 8/1/4</p> <p>Page No. 8/1/5</p> <p>Page No. 8/1/6</p> <p>Page No. 8/1/7</p>	600,000.00
		900,000.00
<b>BILL No. 01- PRELIMINARIES CARRIED TO GENERAL SUMMARY</b>		<b>1,500,000.00</b>





ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<u>The following Prime Cost Sums are for the works to be carried out by the Nominated Sub-Contractor</u>				
A.	Electrical Installation		Sum		750,000.00
B	Air Conditioning Installation		Sum		2,600,000.00
	<u>The following Provisional Sums are for the works or costs which cannot 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:</u>				
C	Plumbing Installation		Sum		
D	Contingences		Sum		400,000.00
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<b>BILL No. 02 - PRIME COSTS AND PROVISIONAL SUMS CARRIED TO GENERAL SUMMARY</b>					<b>3,750,000.00</b>



ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
<b>ELEMENT NO. 01 - DEMOLITION AND REMOVALS</b>					
A	Carefully demolish existing floor tiles remove debris away from site aproximate 6.35sqm, prepare surface to receive epoxy floor finishing	1	item	110,000	110,000.00
B	Carefully demolish the existing partition wall and remove the resulting debris away from site and clean		item	N/A	
C	Carefully hacking the existing skirting, carty debris away from site		item	N/A	
<b>ELEMENT NR. 03- DEMOLITION AND REMOVALS CARRIED TO SUMMARY OF</b>					110,000.00

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ITEM	GENERAL DESCRIPTIONS OF WORKS	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT No. 02 - WALLING AND INTERNAL PARTITIONS</u></b>				
	<b><u>BLOCK WORK:</u></b>				
	<b><u>Solid concrete blocks with strength of 4 - 5MPa: bedded and jointed in cement/sand mortar.</u></b>				
A	150mm thick Wall		M <sup>2</sup>		-
	<b><u>Solid cement and sand blocks with strength of 4MPa: bedded and jointed in cement/sand mortar.</u></b>				
B	100mm thick; carbinet partition walls		M <sup>2</sup>		-
	<b><u>CONCRETE WORKS:</u></b>				
	<b><u>Concretework; Plain in-situ concrete grade "20"</u></b>				
C	100mm thick; carbinet slab worktop		M <sup>2</sup>		-
	<b><u>FORMWORK</u></b>				
D	soffit of suspended floor slab		M <sup>2</sup>		-
E	100mm thick to edges slab		M		-
F	<b><u>Supply and fix composite,Aluminium partitions profile size 100x45mm section;as manufactured to Architect's satifications finished with 21 microns natural anodises silver alloy Alluminium frames spaced at 830 mm to horizontal and 800mm to vertical centre to centre at the bottom; including 6mm thick georgia wired glass 830mm high at top and botto,sample approved by Architect including mullions transomed to Architects drawing and unblocking device where necessary</u></b>		M		-
<b>TO COLLECTION</b>					-

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	<p><u>supply and fix dry wall partition, knauf or any othe equal approved build up containing a single layer of 12.5mm moisture resistant ; joints treated by applying a joint tape and special joint filler fugagips or equivalent; screwed to a substructure of 75mmthick lightweight steel vertical studs and horizontal tracks spacing and construction as per manufacturer's recommendation apply 50mm acoustic mineral wool insulation 16kg/m3 density</u></p>				
A.	MD partition wall	20	M <sup>2</sup>	240,000.00	4,800,000.00
B	Supply and fix White vitreous china clothes hanger rail in acrylic and bracket; Mayfair.		No		
ELEMENT No. 02 – WALLING CARRIED TO SUMMARY OF BILL No. 03					4,800,000.00

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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.3 - DOORS</b>				-
	<b>Flush Doors</b>				-
A	Fabricate, supply and fixing of flush door size 900 x 2200mm high to match the existing doors	1	No.	720,000	720,000.00
	<b>Frames and the like</b>				-
	<b>Prime quality hardwood mninga or any other approved hardwood timber;</b>				-
B	50 x 150mm Hardwood frames with one labour, plugged to walls	9	m	56,000	504,000.00
C	50 x 150mm Hardwood transome with one labour	1	m	56,000	56,000.00
D	25 x 45mm Architraves	9	m	26,000	234,000.00
E	20 x 30mm Hardwood glazing beads	9	m	22,000	198,000.00
	<b>Glazing</b>				-
	<b>Glass in openings ;clear sheet glass; as per approved quality</b>				-
F	5mm thick; 0.10 - 0.50 sq.m	1	m <sup>2</sup>	62,000	62,000.00
	<b>Supply and fix the following ironmongery; ex "UNION" or equal and approved by Architect</b>				-
G	Fixed to hardwood with matching screws				-
H	Single profile cylinder (thumbturn) with key operation on one side (to suit a 40mm thick door) cat916.59.498, nikel plated matt finish	1	No.	285,000	285,000.00
J	100mm Brass butt hinges	3	No.	51,000	153,000.00
K	Door closer	1	No.	210,000	210,000.00
L	45x24mm floor mounted door stop;DS100	1	No.	65,000	65,000.00
<b>ELEMENT NR. 03- DOORS CARRIED TO SUMMARY OF BILL No. 03</b>					<b>2,487,000.00</b>

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ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.07 - FINISHINGS</b>				
	<b>Floor finishings</b>				
	<b>Tile, slab or block floor finishing</b>				
	Supply and apply epoxy floor finish				
A	To floor; butt joints straight both ways; level; to cement and sand base (circulation areas)		m <sup>2</sup>		
	<b>Internal plastering; 12mm thick first coat consisting of cement and sand (1:4) screed; steel troweled to smooth finish; 3mm thick second coat consisting of STUCCO; steel trowelled to smooth surfaces</b>				
B	15mm thick to wall; concrete or block base		M <sup>2</sup>		
C	Ditto; soffits of concrete worktop		M <sup>2</sup>		
	Porcelain floor tiles, 100 x 500 x 8mm thick non slippery x-China tiles as specified in the schedule of finishing materials and Architect's approval; bedded to cement and sand base (m/s); mortar (1:4); and jointing with grouting				
D	Skirting	13	M	28,000	364,000.00
E	WALL TILES AT SINK AREAS		M2		
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<b>ELEMENT NR. 07 - FINISHING CARRIED TO SUMMARY OF BILL NR. 03</b>					<b>364,000.00</b>



ITEM No.	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
<b>ELEMENT NO. 08 - PAINTING &amp; DECORATION</b>					
<b>Painting internally and externally</b>					
<b>Prepare and apply one thinned coat and two full coats of silk vinyl Emulsion paint as per the Architect's approval on</b>					
A	plastered permanent blockwall surfaces; internally and fair faced concrete surfaces	40	M <sup>2</sup>	18,500	740,000.00
B	fair faced soffits of concrete slab worktop surfaces; internally		M <sup>2</sup>		
<b>REPAINTING ON DEFECTIVE AREAS DURING RENOVATION</b>					
C	Allow some for repainting walls on defective areas during renovation		item		
<b>ELEMENT NR. 08- PAINTING CARRIED TO SUMMARY OF BILL NR. 03</b>					<b>740,000.00</b>

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## S U M M A R Y

## BILL No. 03 - MEASURED WORKS

ELEMENT	D E S C R I P T I O N S	PAGE No	AMOUNT (TSHS)
1	DEMOLITION AND REMOVALS	8/3/1/1	110,000.00
2	WALLING .....	8/3/2/1	4,800,000.00
3	DOORS .....	8/3/3/1	2,487,000.00
4	WINDOWS .....	8/3/4/1	560,000.00
5	FITTING AND FIXTURES .....	8/3/5/1	-
6	FINISHING .....	8/3/6/1	364,000.00
7	PAINTING AND DECORATIONS .....	8/3/7/1	740,000.00
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<b>BILL No 03 - MAIN BUILDING CARRIED TO GENERAL SUMMARY</b>			<b>9,061,000.00</b>