

THE UNITED REPUBLIC OF TANZANIA  
**PRESIDENT'S OFFICE**  
**REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

**KAGERA REGION**

TelegraphicAddress:  
"REGCOM"TelephoneNo.: (028)  
2220215-18  
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[ras.kagera@tamisemi.go.tz](mailto:ras.kagera@tamisemi.go.tz)  
Fax No.: (028) 2222341 /  
2221356



Regional  
Commissioner's Office,  
P. O. Box 299,  
BUKOBA - KAGERA.  
TANZANIA.

**CONTRACT FOR SUPPLY OF BUILDING MATERIALS FOR  
CONSTRUCTIONS OF EMERGENCY MEDICAL DEPARTMENT (EMD)  
AT BUKOBA REGIONAL REFERAL HOSPITAL**

**CONTRACT No RAS/019/2021-22/G/37/Lot 1 FOR CONSTRUCTIONS OF  
EMERGENCY MEDICAL DEPARTMENT (EMD) AT BUKOBA  
REGIONAL REFERAL HOSPITAL**

**BETWEEN**

**REGIONAL ADMINISTRATIVE SECRETARY-KAGERA**

**AND**

**ZAINABBAS ENTERPRESES P.O.BOX 242 BUKOBA-KAGERA**

**DECEMBER 2021**

THE UNITED REPUBLIC OF TANZANIA  
**PRESIDENT'S OFFICE**  
**REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

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BUKOPA - KAGERA.  
TANZANIA.

## FORM OF CONTRACT

This Contract Ref: RAS/019/2021-22/G/37/Lot 1, is made on 30<sup>th</sup> December 2021 between the Regional Administrative Secretary (RAS) –Kagera S.L.P. 299, Shore Road, 35180-Bukoba, Tanzania (hereinafter referred to as “**The Procuring Entity**”) of the one part and ZAINABBAS ENTERPRISES S.L.P. 242 Bukoba (hereinafter referred to as “**The Supplier**”) of the other part.

**Whereas** the Procuring Entity invited Mini-Competition Tender for Supply of Building Materials for Construction of Emergency Medical Department (EMD) at Bukoba Regional Referral Hospital (hereinafter referred to as “**The Goods**”);

**Whereas** the said Procuring Entity accepted the quotation by the supplier to supply the goods at a total contract price of Tshs 516,591,100/= VAT Inclusive (hereinafter referred to as “**Contract Price**”)

**Now this Contract Witnessh as follows;**

1. In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the terms and conditions of contract herein referred to.
2. The following attached documents shall be read and construed as integral part of this Contract:
  - a) This Form of Contract;
  - b) Procuring Entity's Notification of Award of contract;

- c) Price Schedules submitted by the bidder;
- d) General Conditions of Contract,
- e) Special Condition of Contract,
- f) Schedule of Requirements.

3. The Supplier confirms with the Procuring Entity to supply the following described goods in conformity with technical specifications forming part of this contract:

S/N	Description of Goods	UoM	Qty	Unit Price VAT Inclusive	Total Price Tshs- VAT Inclusive
	Building Materials for Construction of Emergency Medical Department (EMD) as per attached Schedule of Requirement	Lumpsum	Lumpsum	516,591,100.00	519,591,100.00

- 4. In consideration of the supply of the goods, the Procuring Entity hereby covenants to pay the Supplier the contract price of **Tshs 519,591,100/= (Tanzanian Shillings Five Hundred Nineteen Million Five hundred Ninety One Thousand One Hundred VAT Inclusive** or other such sum as may become payable under the provisions of the contract at the times and in the manner described by the contract.
- 5. The Purchaser (Procuring Entity) shall order from the Supplier the service (Goods) specified during the contract period as the need shall arise by issuing call-off orders which shall be issued as notices and signed by the Purchaser.
- 6. Payment shall be effected by Procuring Entity through BANK after delivery of the goods and upon submission of a duly signed invoice and stamped delivery note.
- 7. The Procuring Entity shall apply a vendor rating system through which the Supplier's performance will be continuously measured in respect of adherence to agreed delivery schedules, quality of consignment received, quality of communication during the contract period and all condition of contract in general. Such performance rating shall be used in future evaluations and may influence future contract awards.
- 8. In event of rejection of the products or goods for any reason, the supplier shall pick the rejected products immediately and not more than three days after the notice of rejection has been communicated. The Procuring Entity shall impose a daily storage charge on any

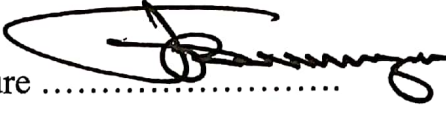



unpicked products after expiry of a grace period of three days, by issuances of notice for termination to the supplier.

- 9. If the Supplier fails to perform their contractual obligations, the Procuring Entity shall immediately terminate the contract.
- 10. That this contract shall be deemed operative from ...10th January 2022 to 30th June 2022
- 11. In Witness Whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Signe, Sealed and Delivered at Bukoba**

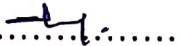
**a) For the Procuring Entity**

Name: Prof. Faustine Kamukama Signature:   
Date: 31/12/2021


Witness: Museketa Nyalamato Signature:   
Date: 31/12/2021

MGANGA MFAWIDHI  
HOSPITALI YA RUFAA YA MKOA  
BUKOBWA

**b) For the Supplier**

Name: C. BANWA Signature:   
Date: 31/12/2021

Witness: A. NKINDO  
Date: 31/12/2021

Signature: 

ZAINABBASS ENTERPRISES  
P.O. BOX 242 BUKOBWA  
TIN: 100120000  
VFN: 140000000

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P.O. BOX 242 BUKOBWA  
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REF: CFA.132/266/01/G/32

30<sup>th</sup> December 2021

Zain Abbas Enterprises ~~Ltd.~~  
P. O. Box 242,  
BUKOBA-KAGERA,

**RE: NOTIFICATION OF AWARD TENDER No RAS/019/2020-2021/G/37/LOT I FOR  
BUILDING MATERIALS FOR CONSTRUCTIONS OF EMERGENCY MEDICAL  
DEPARTMENT (EMD) AT BUKOBA REGIONAL REFERAL HOSPITAL**

We are pleased to inform you that Kagera Regional Secretariat Tender Board, at its meeting held on 29th December 2021 awarded you the above tender, at fixed total Contract price of **Tshs 516,591,100** VAT inclusive.

In this regard, we shall be grateful if you would confirm your unconditional acceptance of the offer immediately upon receipt of this letter.

Thank you for your understanding and cooperation.

A handwritten signature in black ink, appearing to read 'Faustin Kamuzora'.

Prof. Faustin Kamuzora

**REGIONAL ADMINISTRATIVE SECRETARY**

**CC: PPRA**

## SCHEDULE OF REQUIREMENTS AND PRICES

S/N	Item code	Description of supplies or services	Unit	Quantity	Unit price	unit (VAT	Extended price (Tshs
<b>A</b>		<b>PRELIMINARIES AND GENERAL ITEMS</b>					
<b>a.</b>		<b>Working tools/materials</b>					
1		Wheel barrow	PcS	6	90,000		540,000
2		Spade	PcS	20	12,000		240,000
3		Kudu_kubwa	Roll	5	15,000		75,000
4		Supporting props	PCS.	300	7,500		2,250,000
5		Sown & sized Timber, 1"x8"x12'	PCS.	100	8,000		800,000
6		Treated Timber, 2"x3"x12'	PCS.	100	6,000		600,000
7		Binding wire	Roll	1	90,000		90,000
8		Sururu	PCS.	10	13,000		130,000
9		Karai	PCS.	50	7,000		350,000
10		Nails_mixed sizes	Kg	100	3,500		350,000
11		Colugated Iron Sheets G32	Bundle	7	420,000		2,940,000
12		Barel Bolt heavy	PcS	6	8,500		51,000
13		Hinges heavy	PcS	6	3,500		21,000
14		Spincer	Pcs	8	15,000		120,000
<b>b.</b>		<b>Safety gears to workers</b>					
15		Gun boots_heavy	Pair	50	3,500		1,750,000
16		Reflector	PcS	50	5,000		250,000
17		Helmets	PcS	50	8,000		400,000
18		Gloves	PcS	25	8,500		212,500
<b>c.</b>		<b>Quality control requirements</b>					
19		Strength Tests	Item	1	200,000		200,000
20		Concrete mixer hiring costs	Days	7	280,000		1,960,000

12,969,500



21	Concrete vibrator _porker hire	Days	7	120000	840000=
<b>d.</b>	<b>Sign Board to the required standards</b>				
22	Sign Board	Pc	1	500000	500000=
<b>f.</b>	<b>Health facilities</b>				
23	First Aid Kit	Item	1	100000	100000=
24	Allow for HIV / AIDS Campaign	Item	1	200000	200000=
<b>g.</b>	<b>Site Preparation</b>				
25	Hiring Grader	Days	2.00	250000	500000=
26	Hiring Bull Dozer	Days	1.00	450000	450000=
<b>B</b>	<b>GENERAL WORKS</b>				
27	200mm hardcore stone - (4.0 m3 Lorry)	Trip	43	88000	3,784,000=
28	Site sterilization ALDEX '48' or equal and approved anti-termitic solution spread on top soil; to backfilling, both sides of perimeter wall; 875 x 650 wide overall at a rate of 7 litres per square metre and strictly in accordance with manufactures printed instructions	Ltrs	20.00	50000	1000000
29	Load up surplus excavated materials and remove from site	Trip	20	80000	1600000=
30	Earth filling selected imported pure sand; well compacted in 300mm thick layers; to make up levels under the floors	Trip	20	85000	1700000=

TIN:-100129892  
VRN:-14002674J

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				20		
30		Cement - 50 Kgs 42.5R	Bags	2465	22000	54230000=
31		Sand - 4.0 m <sup>3</sup> truck	Trip	102	80000	8160000=
32		Aggregates- 1/2" - 4.0 m <sup>3</sup> truck	Trip	38	240000	9120000=
33		Fabric reinforcement to BS 4483 ref. A252 weighing 3.95 kg per square metre laid in bed and ramps	M <sup>2</sup>	995	23000	22885000
34		Aggregates- 3/4" - 4.0 m <sup>3</sup> truck	M <sup>2</sup>	23.86	60000=	1431600
35		Y16 Reinforcement bars; 12 metres long	Pcs	199	50000	9950000
36		Y8 Reinforcement bars; 12 metres long	Pcs	563	16500	9289500
37		Binding wires	Kg	51	3500	178500=
38		Y12 Reinforcement bars; 12 metres long	Pcs	358	28500	10203000
39		6" cement and sand block- >=5Mpa (230mm thick) Standard Dims	Pcs	27403	2200=	60286600=
40		SIKAFLEX-PRO 2HP ISOLATION JOINT; for expansion joint sealant applied in accordance to Manufacturer's specifications to 150mm deep concrete slab	M	27	236000	6372000
41		DPM Sheets 1000gauge	Roll	5	450000	2250000
42		DPC ;230mm wide	Roll	4	150000	600000
43		4Ltrs black bituminous paint	Tin	8	28000	224000
44		1"x8"x3.5m sawn and sized, cypress or other approved	Pcs	300	8000	2400000=
45		2x4"x3.5m treated struts	Pcs	100	6000	600000
46		Marine boards - Bamboo (9mm thick)	Pcs	50	75000	3750000=
47		Nails 4"	Kg	50	175000	1750000
48		Nails 3"	Kg	50	175000	1750000
49		Nail 5"	Kg	25	35000	875000
		<u>ELEMENT No. 3-</u>				

2003671

DOORS						
		Joinery				
		<u>Solid Core Flush Door to meet manufacturers' requirements as approved by the Project Manager</u>				
		Flush doors				
		<u>40mm thick Solid Core Flush Door; equally divided, comprising on both sides; 150mm metal kick plate at the bottom; 125mm metal bumper plate at the intermediate; top panel with slit having 6mm thick clear sheet glass faced both sides; styles and rails with approved hardwood timber quality; 4mm exterior quality plywood; 12mm hardwood lipping glued with approved adhesives, pinned on all edges to Project Manager's instructions</u>				
50		Ditto; Door size 1500x2500mm; Double Swing with SLIT 3	Pcs	12	480,000	5760,000
51		Ditto; Door size 2000x3000mm; Double Swing with SLIT 3	Pc	1	670,000	670,000
52		Ditto; Door size 900x2500mm; Double Swing with SLIT 3	Pcs	4	450,000	1800,000
53		Ditto; Door size 1000x2500mm	Pcs	1	480,000	480,000
54		Ditto; Door size 900x2500mm; ditto	Pcs	34	450,000	15300,000
		Frames And The Like; Prime Quality Sawn Hardwood Mninga Or Mkongo Or Equally				

ZAINA  
P.O.

4.

24,016,000



		Approved Timber; Door Frames, Transoms With One Labour; Fillets, Glazing And Grounds;					
55		40 x 15mm Sprayed glazing beads	M	208	38000		7904,000
		<u>Frames and the like;</u> <u>Prime Quality sawn</u> <u>hardwood Mninga or</u> <u>Mkongo; door frames,</u> <u>transoms with one</u> <u>labour; fillets, glazing</u> <u>and grounds;</u>					
56		45 x 150mm Frame	M	430	150000		6450,000
57		45 x 150mm Transome	M	66	150000		990,000
58		45 x 150mm Mullions	M	52	150000		7800,000
59		15 x 45mm Moulded Architrave	M	894	15000		1341000
60		40 x 15mm Sprayed glazing beads	M	208	15000		3675,000
61		15 x 100mm Grounds, plugged	M	160	150000		2400,000
		Glazing 5mm Thick polished clear plate glass					
62		Panes over 0.10 but not exceeding 0.50 square metres	M <sup>2</sup>	42	21000		882000
		<b>Iron Mongery</b>					
		Supply The Following Iron Mongeries As Per HAFELE Or Any Other Equal And Approved Quality Fixed With Screws To Hardwood Timber					
63		Three levers mortise lockset complete with fittings	Pcs	52	80,000		4160,000
64		Toilet mortise lockset; indicator bolts or any other equal and approved quality; complete with fittings	Pcs	8	40,000		320,000
65		150x75mm Aluminum stainless steel brass butt hinges	Pcs	156	8500		1326,000



66		38mm diameter, rubber floor mounted door stopper	Pcs	44	20,000	880,000
67		Automatic Overhead door closer	Pcs	39	50,000	1,950,000
68		Hydraulic door closer hinges for double swing door	Pcs	14	6500	91,000
69		Name plates on doors; 'Gibbons' card holder with side entry; sample to be approved	Pcs	52	120,000	6,240,000
70		Signage to all potential areas; to be identified by users; (sample to be approved).	Pcs	52	56,000	2,912,000

Supply Mild Steel Grilles Comprising Of Rectangular Hollow Section 38 X 38mm Framing, 5 X 40mm Flat Bar Welded To Framing At 148mm Centre Cross Grid To An Approved Pattern; Complete With Rust Resistant Hardware; Including Fixing To Concrete Or Block Work;

71		Ditto; Door size 900x3000mm (For Secretary door, payment office, dispensing, Medical gas and Power room)	Pcs	6	540,000	3,240,000
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**WINDOWS**

**ALUMINIUM WORKS**

Supply 100mm Natural Anodized Aluminium framing to pattern; neoprene gasket for bedding nylon brusher at the head; and rails and stainless screws approved by the Project Manager, including mosquito gauze and 6mm thick single glazed glass (either clear or frosted glass as shall be determined by the location usage); bedding in approved compound and fixing to concrete background; including all necessary accessories, ironmongery, cutting and pinning lugs and bedding frame in cement mortar

ENVIROBAGS ENTERPRISES  
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4. 15,313,000

		(Note: To be executed by the Proven Specialist Contractor)				
72		Window size 1600 x 1250mm overall height	Pcs	24	400000	9600,000
73		Window size 1200 x 1500mm overall height	Pcs	12	340000	4080,000
74		Window size 900 x 900mm overall height	Pcs	6	250000	1500,000
75		Window size 1800 x 1200mm overall height	Pcs	18	400000	7200,000
76		Window size 2400 x 1500mm overall height	Pc	1	650,000	650,000
		<b><u>METAL WORKS</u></b>				
		<u>Supply and fix mild steel grille comprising of Rectangular hollow section 38 x 38mm framing, 5 x 40mm flat bar welded to framing at 148mm centre cross grid to an approved pattern; complete with rust resistant hardware; including fixing to concrete or block work;</u>				
77		size 1500 x 1500mm overall height	Pcs	19	180000	3420,000
78		size 1200 x 2000mm overall height	Pcs	4	240000	960,000 <del>2140,000</del>
79		size 900 x 900mm overall height	Pcs	7	120,000	840,000
						27,250,000



Roofing; 28 Gauge Pre-Painted Green Or Any Approved Colour With Resin Coated IT 5 Troughed Aluzinc Sheets; Single Length; Supplied By Aluminum Africa Ltd. Or Equal And Approved; Fixed In Accordance With The Manufacturer's Printed Instructions

80		Coverings; flat or sloping not exceeding 45 degrees from horizontal; fixing to timber at 500mm general spacing with 16 Gauge galvanized roofing nails complete with galvanized steel and bituminous washers	M	953	58000	55,274,000
		Accessories in Gauge 28 Resin Colour coated Aluminium sheet to match roofing, fixing with drive screws to sheeting;				
81		ridge capping; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	M	81	136000	1,053,900
82		hip capping; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	M	56	236000	12,886,000
83		valley gutter; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	M	43	230000	9,890,000
		Sawn Softwood Pressure Impregnated With Preservative Or Other Treatment Approved Method				
84		50 x 150mm Rafter	M	1607	46000	6,428,000
85		50 x 150mm Ceiling joist, king posts, & struts.	M	2215	40000	8,860,000
86		50 x 75mm Valley rafter	M	65	20000	1,300,000
87		50 x 100mm Wall plates	M	625	30000	1,875,000
88		50 x 75mm Purlins	M	1096	20000	2,192,000
89		50 x 100mm Members of roof truss	M	142	36000	4,260,000

Tropical High Performance Approved By The Project Manager Roofing Felt; First Layer Tropical V; Second Layer Tropical TNT; Finished With Aluminum Paint; All Laid By An Approved Specialist In Accordance With Manufacturers Printed Instructions (To Be Done By A Specialist)

**Rainwater installation;  
pipe work; PLASCO.**

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TIN:-100129892  
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68577,000



		<u>UPVC pipes and fittings; heavy grade; painted on site</u>					
90		125mm diameter half round PVC Rainwater gutter; ring seal joints in the running length; plastic holder bats; fixing to backgrounds requiring plugging	Pcs	28		28000	784000
91		Ditto; 75mm down pipe	Pcs	8		28000	224000
93		Gutter support bracket	Pcs	36		3500	126000
94		Extra; clamp 3"	Pcs	168		3800	638400
95		Connector outlet	Pcs	6		8000	48000
96		Elbow 45 degree	Pcs	12		7000	84000
97		Elbow 90 degree	Pcs	6		7000	42000
98		Angle	Pcs	12		8000	96000
Impregnated Treated Softwood Timber Or Other Equal And Approved Hardwood							
99		20 x 250mm Fascia board treated & sawn	M	203		2700	548100
White Glazed Ceramic Wall Tiles With Cushion Edges To BS 1282 Fixed To Backing With Adhesive And Pointed With White Grout.							
100		250 x 400 x 6mm Tiling to walls	Boxes	148		24500	3626000
Tiles, Slab Or Block Finishings Coloured Porcelain Non Slippery/Non-Glazed Floor Tiles Or Other Equal And Approved With Cushion Edges Fixed To Screed With Adhesive And Pointed With Coloured Grout							
101		500 x 500 x 12mm Tiling to floors	Boxes	720		48000	34560000
102		2.5mm skirting 150mm high with splayed edge	M	568		3800	2158400
		Allow For Supplying And Applying EPOXY Finishing As Per Project Manager's Instructions					
103		Allow for supplying and applying Epoxy Floor finish to operating rooms	M <sup>2</sup>	24		52000	1248000
104		2.5mm skirting 150mm high with splayed corner	M	20		38000	760000
105		9mm Gypsum ceiling (Thailand)	Pcs	364		24500	8918000
106		Cornices (plain)	Pcs	385		4000	1540000
107		50x50mm Treated softwood bandering	Pcs	1167		4500	5251500

60578,400


108		Gypsum powder 25Kg	Bag	60	.		
109		Fibre tape	Roll	42	1,000		420,000
110		Gypsum screws	Boxes	42	10,000		420,000
111		Extra; access panels; Local Fundi designed dimensions; pre-drilled fixed with screws, plastic sockets and cups as per project manager's instructions	Pc	1			
112		Wash 'n' ware paint	Bucket	45	16,500		7,425,000
113		Weather guard paints	Bucket	12	160,000		1,920,000
114		Emulsion paint 20Ltrs	Bucket	40	36,000		1,440,000
115		White Cement	Bags	22	4,500		99,000
116		Gloss oil paints 4Ltrs/Tin	Tin	12	22,000		264,000
117		Undercoat Binder 20Ltrs	Bucket	60	34,000		2,040,000
118		Brush 3''	Pcs	15	3,500		52,500
119		Roller Brush	Pcs	10	6,000		60,000
120		Sand Paper 80/120	Roll	5	45,000		225,000
		<b>PLUMBING AND ENGINEERING INSTALLATIONS (Provisional)</b>					
		<u>Supply and fix the following sanitary appliances (Armitage Shanks references) including all connections and fixing to floor or wall where necessary</u>					
121		480 x 420mm White vitreous china Tempo 48 Hand Wash Basin countertop single central taphole basin monoblock mixer with pop up waste, 32mm chrome plated metal bottle trap with 75mm seal, concealed brackets with fixing clamps in aluminium alloy and isovalve.	Pcs	20	420,000		8,400,000
122		Western Type White vitreous WC suite to BS 3402 complete with horizontal					

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2,656,500



		outlet flush valve cistern 6 litre, plastic seat cover, S or P or Turned P trap; bottom supply and internal overflow domex screws; including all necessary accessories and connection to drain pipe.					
123		Asian Type Squatting White vitreous low level WC suite to BS 3402 complete with horizontal outlet flush valve cistern 6 litre, bottom supply and internal overflow domex screws and S-trap	Pcs	5	450,000		2,250,000
124		Standard Stainless Steel Scrub Sink for Surgical theatre room; complete with all accessories	Pcs	1	600,000		600,000
125		Standard Stainless Steel Sluice Trough for Surgical theatre room; complete with all accessories	Pcs	1	900,000		900,000
126		Vitreous china toilet roll holder (S5005 - 2076100) with shelf, screwed to wall	Pcs	7	450,000		3,150,000
127		Wall mounted tissue paper Dispenser	Pcs	8	40,000		320,000
128		Mirror, special quality plate glass size 500 x 1000 x 6mm thick with silver resistant coating one side, fixing with domex screws to background requiring plugging	Pcs	7	100,000		700,000
TOTAL							5,078,520

  
**ZAINABBASS ENTERPRISES**  
 P.O. BOX 242 BUKOBA  
 TIN:-100129892  
 VRN:-14002674J



## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- (b) "Day" means calendar day.
- (c) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
- (d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- (f) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- (g) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
- (h) "GCC" means the General Conditions of Contract contained in this section.
- (i) "SCC" means the Special Conditions of Contract.

- (j) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.
- (l) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (m) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (n) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- (o) "The Final Destination " where applicable, means the place or places **named in the SCC**.
- (p) "The Purchaser" means the organization purchasing the Goods, as **named in the SCC**.
- (q) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such



obligations of the Supplier covered under the Contract.

(r) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(s) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC**.

2. **Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. **Governing Language** 3.1 The Contract shall be written in the language **specific, in the SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
4. **Applicable Law** 4.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in the SCC**.
5. **Country of Origin** of 5.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further **elaborated in the SCC**.
- 5.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or

in purpose or utility from its components.

5.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**6. Standards**

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**7. Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania**

7.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC sub-Clause 7.1 except for purposes of performing the Contract.

7.3 Any document, other than the Contract itself, enumerated in GCC sub-Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

7.4 The Supplier shall permit the Government of the United Republic of Tanzania to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government, if so required by the Government.



- 8. Certification of Goods in Accordance with Laws of the United Republic of Tanzania**
- 8.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as **specified in the SCC**. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
- 8.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ('the Effective Date') that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
- 8.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub- Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
- 9. Patent Rights**
- 9.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 10. Performance Security**
- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the Tendering Documents or another format acceptable to the Purchaser; or

b) a cashier's or certified check.

10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Procuring Entity shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

## 11. Inspections and Tests

11.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.



(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.

(c) Upon receipt of the Goods at place of Final Destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure at they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

11.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

11.3 Nothing in GCC Clause 11 shall in any way release the supplier from any warranty or other obligations under this Contract.

## **12. Packing**

12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling

facilities at all points in transit.

12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

**13. Delivery and Documents**

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.

13.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "DAP" "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

13.3 Documents to be submitted by the Supplier are **specified in the SCC**. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

**14. Insurance**

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

14.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

**15. Transportation**

15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified



port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

15.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

## 16. Incidental Services

16.1 The Supplier shall provide such incidental services, if any, as are specified in the SCC.

16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for

similar services.

## 17. Warranty

- 17.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC**; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

- 17.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

- 17.3 In the event of a dispute by the Supplier, a counter- analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

- 17.4 If, after being notified that the defect has been confirmed pursuant to GCC sub-Clause 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the



Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

- 17.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

## 18. Payment

- 18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
- 18.5 All payments shall be made in the currency or currencies

specified in the SCC pursuant to GCC 18.4.

**19. Prices**

19.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for tender validity extension, as the case may be.

**20. Change Orders**

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

(a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**21. Contract Amendments**

21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



**22. Assignment**

22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**23. Delays in the Supplier's Performance**

23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23.3 Except as provided under GCC Clause 26, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.

**24. Liquidated Damages**

24.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 25.

**25. Termination for Default** 25.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or
- (d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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;

“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;

“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

“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 Government or a public body 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 Government of the benefits of free and open competition;

“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;

- (e) if the Supplier fails to perform any other obligations) under the Contract.

25.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 25.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## 26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 23, 24, and 25, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

embargoes.

26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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 Purchaser in writing, the Supplier 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.

**27. Termination for Insolvency** 27.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**28. Termination for Convenience** 28.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



**29. Settlement  
Disputes**

of 29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

29.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

29.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

29.3 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 Purchaser shall pay the Supplier any monies due the Supplier.

**30. Limitation  
Liability**

of 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 9,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect

or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 31. Notices

31.1 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 SCC**.

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

### 32. Taxes and Duties

32.1 A Supplier supplying Goods from abroad shall entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.

32.2 A Supplier supplying Goods offered locally shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.

### 33 Suspension of Financing

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



## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

/SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Definitions (GCC Clause 1)</b>		
1.	1.1(i)	The Procuring Entity is: Regional Administrative Secretariat, Luhangisa Road, P. O. Box 299 <b>BUKOBA-KAGERA</b>
2.	1.1(j)	The Supplier is: ZAINABBAS Enterprises Ltd
3.	1.1(k)	The Project Site is: Bukoba Regional Referral Hospital; <b>Supply of Building Materials for Constructions of Emergency Medical Department (EMD)</b>
<b>Nature of Contract and Governing Language (GCC Clause 3 and 4)</b>		
4.	3.1	The Contract commences from: <b>10<sup>th</sup> January 2022</b>
5.	4.1	The Governing Language shall be: <b>English</b>
<b>Applicable Law (GCC Clause 5)</b>		
6.	5.1	The Applicable Law shall be: <b>Laws of Tanzania</b>
<b>Country of Origin (GCC Clause 6)</b>		
7.	6.1	Country of Origin is: <b>Tanzania</b>
<b>Performance Security (GCC Clause 10)</b>		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>To be Determined during Contract Implementation.</b>
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2. Not Applicable
<b>Review Meetings, Reports, Inspections and Tests (GCC Clause 11)</b>		
10.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The

		supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
<b>Packing (GCC Clause 12)</b>		
11.	12.2	The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.
<b>Delivery and Documents (GCC Clause 13)</b>		
12.	13.1	<p>For Goods supplied from abroad: <b>Not Applicable</b></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses</p>
		<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the</p>



		<p>Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
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**Insurance (GCC Clause 14)**

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. <b>Not applicable</b>
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**Incidental Services (GCC Clause 16)**

14.	16.1	Incidental services to be provided: <b>Not Applicable</b>
15.	17.1	<p>Additional spare parts requirements are: <b>Not Applicable</b></p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>

**Warranty (GCC Clause 18)**

16.	18.2	<p>GCC 18.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> <li>(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract</li> </ul>
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at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) Pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. **Not Applicable**

17.	18.4& 18.5	The period for correction of defects in the warranty period is: 3 months
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### Payment (GCC Clause 19)

18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in ( _____ )</p> <p>(i) <b>Advance Payment:</b> ..... percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Shipment:</b> ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) <b>On Acceptance:</b> ..... percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been</p>
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		performed.
		<b>Not Applicable</b>
		<b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b>  Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:(iii) <b>On Acceptance:</b> 100 per cent after delivery of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: <b>Not Applicable</b>
<b>Prices (GCC Clause 20)</b>		
20.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <b>Not Applicable</b>
<b>Liquidated Damages (GCC Clause 26)</b>		
21.	26.1	Applicable rate: 0.1 - 0.2 per cent per day of undelivered materials/good's value. <b>Applicable</b>  Maximum deduction is equal to the performance security: <b>Not Applicable</b>
<b>Procedures for Disputes (GCC Clause 32)</b>		
22.	32.1	The Adjudicator shall be 'Tanzania Institute of Arbitrators'' (TIA)
23.	32.2	Rate of the Adjudicator fees shall be as per the rate published by the 'Tanzania Institute of Arbitrators rules
24.	32.3	Arbitration institution shall be: <b>Dar es Salaam</b>  Place for carrying out Arbitration " <b>Tanzania Institute of Arbitrators''</b> (TIA)
	33.1	Appointing Authority for the Adjudicator " <b>Tanzania Institute of Arbitrators''</b> (TIA)
<b>Notices (GCC Clause 35)</b>		
26.	35.1	Procuring Entity's address for notice purposes: <b>Regional Administrative Secretary</b> <b>Kagera Regional Office</b> <b>P. O. Box 299</b> <b>BUKOBA-KAGERA</b>  Supplier's address for notice purposes: Zain Abbas Enterprises Ltd, S.L.P. 242, BUKOBA-KAGERA

**MATERIAL SCHEDULES FOR EMD BUILDING AT BUKOBA REFERRAL REGIONAL HOSPITAL - KAGERA.**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>PLIMENT NO.1- SUBSTRUCTURE ALL PROVISIONAL</b>				
a	200mm hardcore alone - (4.5 m3 Lorry)	43	Trips	80,000	3,440,000
b	Sand blinding	9	Trips	80,000	720,000
c	soil sterilization over hardcore bed.	840	M <sup>2</sup>	1,000	840,000
d	Earth filling selected imported pure sand; well compacted in 300mm thick layers; to make up levels under the floors	20	Trips	80,000	1,600,000
e	Load up surplus excavated materials and remove from site	20	Trips	80,000	1,600,000
	<b><u>CONCRETE WORK</u></b>				
	<u>50mm blinding 1:4:8</u>				
f	cement - 50 Kgs 42.5	109	Bags	22,000	2,398,000
g	sand	5	Trips	80,000	400,000
h	aggregates (1/2")	10	Trips	260,000	2,600,000
	<u>Plain concrete grade '20' (1:2:4)</u>				
	<u>150mm over site bed</u>				
j	cement - 50 Kgs 42.5	1,194	Bags	22,000	26,268,000
k	sand	19	Trips	80,000	1,520,000
l	aggregates- 1/2"	38	Trips	260,000	9,880,000
	<u>Reinforcement</u>				
m	fabric reinforcement to BS 4483 ref. A252 weighing 3.95 kg per square metre laid in bed and ramps To Collection	995	M <sup>2</sup>	7,000	6,965,000
					<b>58,231,000</b>



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Reinforced concrete grade 20 to;-				
	<u>Ground beams</u>				
a	cement - 50 Kgs 42.5	216	Bags	22,000	4,752,000
b	sand	3.36	Trips	80,000	268,800
c	aggregates- 3/4"	6.72	Trips	250,000	1,680,000
d	Y16 Reinforcement bars;12 metres long	199	No	55,000	10,945,000
e	Y8 Reinforcement bars;12 metres long	295	No	17,000	5,015,000
f	Binding wires	15	Kgs	3,500	52,500
	<u>Columns bases &amp; starter columns</u>				
g	cement - 50 Kgs 42.5	36	Bags	22,000	792,000
h	sand	0.56	Trips	80,000	44,800
j	aggregates- 3/4"	1.12	Trips	260,000	291,200
	<u>Reinforcement bars;12 metres long</u>				
k	Y12 Reinforcement bars;12 metres long	40	No	28,000	1,120,000
l	Y8 Reinforcement bars;12 metres long	25	No	17,000	425,000
m	Binding wires	6	Kgs	3,500	21,000
	To Collection				25,407,300

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b>Walling</b>				
<u>Solid concrete blocks to B.S 2028 type 'A' bedded and jointed in cement and sand mortar (1:4)</u>				
6" cement and sand block- 5Mpa (230mm thick)	8,527	No	2,500	21,317,500
<u>block making mortar</u>				
cement - 50 Kgs 42.5	244	Bags	22,000	5,359,829
sand	8	Trips	80,000	640,000
SIKAFLEX-PRO 2HP ISOLATION JOINT; for expansion joint sealant applied in accordance to Manufacturer's specifications to 150mm deep concrete slab	27	M	40,000	1,080,000
<u>Damp Proof Courses</u>				
DPM Sheets 1000gauge	877	M <sup>2</sup>	2,000	1,754,000
dpc ;230mm wide	34	Roll	95,000	3,230,000
Allow cost for construction of reinforced ramps as per project manager's instructions	4	No	300,000	1,200,000
<u>15mm thick plaster to plinth level (1:4)</u>				
cement - 50 Kgs 42.5	15	Bags	22,000	330,000
sand for mortar	0.5	Trips	80,000	40,000
4lts black bituminous paint	8	4 Ltrs Tir	28,000	224,000
Total Collection				35,175,329





## DESCRIPTION

QTY

UNIT

RATE

AMOUNT

Cills

a 280 x 80mm; weathered once; throated once; reinforced 4 No. 12mm rolled mild steel bars; 8mm diameter mild steel links at 250mm centres; finish fair on top, two faces and part soffits;

148

M

22,000

3,256,000

Pre cast concrete grade "25" louver block BS 2028 type "A" bedded and jointed in cement mortar (1:4)

b 200mm Wall built fair and flush (for waiting area, medical gas and power room)

167

M<sup>2</sup>

30,000

5,010,000

c Raking cutting; 230mm block wall

37

M

11,000

407,000

Materials in eaves filling; 230mm wide; 500mm high extreme including splay cutting;

84

M

13,500

1,134,000

To collection

9,807,000

## COLLECTION

Page 5

90,016,000

Page 6

11,323,743

Page 7

9,807,000

TOTAL SUPERSTRUCTURE TO  
SUMMARY TSHS

111,146,743



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Walling</u>				
	<u>Solid concrete blocks to B.S 2028 type 'A' bedded and jointed in cement and sand mortar (1:4)</u>				
a	6" cement and sand- 5Mpa (150mm thick) <u>block making mortar</u>	2,763	No	2,500	6,907,500
b	cement - 50 Kgs 42.5	79	Bags	22,000	1,736,743
c	sand	3	Trips	80,000	240,000
	<u>CONCRETE WORK</u>				
	<u>Precast concrete grade "25" including hoisting to position, bedding and pointing in cement mortar (1:4)</u>				
	<u>Lintels</u>				
d	230 x 150mm Rectangular lintel reinforced with 4 No. 12mm diameter mild steel bars, 8mm diameter mild steel stirrups at 300mm centres and finished rough all round	119	M	20,500	2,439,500
	To Collection				11,323,743

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 3- DOORS</u>				
	<u>Joinery</u>				
	<u>Solid Core Flush Door to meet manufacturers' requirements as approved by the Project Manager</u>				
	<u>Flush doors</u>				
	<u>40mm thick Solid Core Flush Door; equally divided, comprising on both sides; 150mm metal kick plate at the bottom; 125mm metal bumper plate at the intermediate; top panel with slit having 6mm thick clear sheet glass faced both sides; styles and rails with approved hardwood timber quality; 4mm exterior quality plywood; 12mm hardwood lipping glued with approved adhesives, pinned on all edges to Project Manager's instructions</u>				
a	Ditto; Door size 1500x2500mm; Double Swing with SLIT 3	12	No	618,750	7,425,000
b	Ditto; Door size 2000x3000mm; Double Swing with SLIT 3	1	No	990,000	990,000
c	Ditto; Door size 900x2500mm; Double Swing with SLIT 3	4	No	370,000	1,480,000
d	Ditto; Door size 1000x2500mm	1	No	412,500	412,500
e	Ditto; Door size 900x2500mm; ditto	34	No	370,000	12,580,000
	To Collection				22,887,500





DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Automatic Overhead door closer	39	No	45,000	1,755,000
Hydraulic door closer hinges for double swing door	14	No	20,000	280,000
Name plates on doors; 'Gibbons' card holder with side entry; sample to be approved	52	No	15,000	780,000
Signage to all potential areas; to be identified by users; (sample to be approved).	52	No	15,000	780,000
<b>METAL WORKS</b>				
<u>Supply and fix mild steel grille comprising of Rectangular hollow section 38 x 38mm framing, 5 x 40mm flat bar welded to framing at 148mm centre cross grid to an approved pattern; complete with rust resistant hardware; including fixing to concrete or block work;</u>				
Ditto; Door size 900x3000mm (For Secretary door, payment office, dispensing, Medical gas and Power room)	6	No	351,000	2,106,000
To Collection				5,701,000
<b>COLLECTION</b>				
Page 8				22,887,500
Page 9				24,195,800
Page 10				5,701,000
<b>TOTAL DOORS TO SUMMARY</b>				<b>52,784,300</b>



M	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 4- WINDOWS</u>				
	<u>ALUMINIUM WORKS</u>				
	<u>Supply and fix 100mm Natural Anodized Aluminium framing to pattern; neoprene gasket for bedding nylon brusher at the head; and rails and stainless screws approved by the Project Manager, including mosquito gauze and 6mm thick single glazed glass (either clear or frosted glass as shall be determined by the location usage); bedding in approved compound and fixing to concrete background; including all necessary accessories, ironmongery, cutting and pinning lugs and bedding frame in cement mortar</u>				
	<i>(Note: To be executed by the Proven Specialist Contractor)</i>				
a	Window size 1600 x 1250mm overall height	24	No	800,000	19,200,000
b	Window size 1200 x 1500mm overall height	12	No	720,000	8,640,000
c	Window size 900 x 900mm overall height	6	No	324,000	1,944,000
d	Window size 1800 x 1200mm overall height	18	No	864,000	15,552,000
e	Window size 2400 x 1500mm overall height	1	No	1,440,000	1,440,000
					46,776,000

M	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 5- ROOFING</u>				
	<u>Roof covering</u>				
	<u>Roofing: 28 gauge pre-painted green or any approved Colour with Resin Coated IT 5 troughed AluZinc sheets; single length; supplied by Aluminium Africa Ltd. or equal and approved; fixed in accordance with the manufacturer's printed instructions</u>				
a	Coverings; flat or sloping not exceeding 45 degrees from horizontal; fixing to timber at 500mm general spacing with 16 Gauge galvanized roofing nails complete with galvanized steel and bituminous washers	953	M2	20,000	19,060,000
	<u>Accessories in Gauge 28 Resin Colour coated Aluminium sheet to match roofing, fixing with drive screws to sheeting:</u>				
b	ridge capping; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	81	M	13,000	1,053,000
c	hip capping; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	56	M	13,000	728,000
d	valley gutter; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres	43	M	13,000	559,000



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>METAL WORKS</u>				
	<u>Supply and fix mild steel grille comprising of Rectangular hollow section 38 x 38mm framing, 5 x 40mm flat bar welded to framing at 148mm centre cross grid to an approved pattern; complete with rust resistant hardware; including fixing to concrete or block work;</u>				
a	size 1500 x 1500mm overall height	19	No	315,000	5,985,000
b	size 1200 x 2000mm overall height	4	No	336,000	1,344,000
c	size 900 x 900mm overall height	7	No	113,400	793,800
	To Collection				8,122,800
	COLLECTION				
	Page 11				46,776,000
	Page 12				8,122,800
	TOTAL WINDOWS TO SUMMARY				54,898,800

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>Roof Water Slab water-proofing &amp; flat roof areas</u>				
<u>Tropical High performance Approved by the Project Manager roofing felt; First layer Tropical V; Second layer Tropical TNT; finished with aluminium paint; all laid by an approved specialist in accordance with manufacturers printed instructions (To be done by a Specialist)</u>				
two layer covering; over 300mm girth; to falls or cross falls or sloping not exceeding 45 degrees from horizontal	57	SM	25,000	1,425,000
<u>Rainwater installation; pipe work; PLASCO-UPVC pipes and fittings; heavy grade; painted on site</u>				
125mm diameter half round PVC Rainwater gutter; ring seal joints in the running length; plastic holder bats; fixing to backgrounds requiring plugging	28	No	35,000	980,000
Ditto; 75mm down pipe	8	No	33,000	264,000
Gutter support bracket	36	No	4,500	162,000
Extra; clamp 3"	168	No	7,000	1,176,000
Connector outlet	6	No	8,000	48,000
Elbow	6	No	9,000	54,000
Angle	12	No	8,000	96,000
<u>Impreginated Treated softwood timber or other equal and approved hardwood</u>				
20 x 250mm Fascia board	203	LM	6,000	1,218,000
				5,423,000



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Roof structure</u>				
	<u>Sawn softwood pressure impregnated with preservative</u>				
a	50 x 150mm Rafter	1,607	M	4,000	6,428,000
b	50 x 150mm Ceiling joist, king posts, & struts.	2,215	M	4,000	8,860,000
c	50 x 75mm Valley rafter	65	M	2,500	162,500
d	50 x 100mm Wall plates	625	M	3,030	1,893,750
e	50 x 75mm Purlins	1,096	M	2,500	2,740,000
f	50 x 100mm Members of roof truss	142	M	3,030	430,260
	<u>Carpenter's metal work</u>				
g	R4	36	Pcs	10,000	360,000
	To Collection				20,874,510

ELEMENT NO.6- FINISHINGS

15mm Thick plaster 1:4 to internal walls,  
roof slab, sides and soffities of beams,  
columns and the like

a	cement - 50 Kgs 42.5	280	Bags	22,000	6,160,000
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b	sand for mortar	10	Trips	80,000	800,000
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15mm thick Rendering to walls (1:4)

c	cement - 50 Kgs 42.5	124	Bags	22,000	2,728,000
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d	sand for mortar	4	Trip	80,000	320,000
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Wall Tiles

12mm thick wall tiles bedding mortar  
1:4;

e	cement - 50 Kgs 42.5	44	Bags	22,000	968,000
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f	sand for mortar	2	Trip	80,000	120,000
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White glazed ceramic wall tiles with  
cushion edges to BS 1282 fixed to  
backing with adhesive and pointed  
with white grout

h	200 x 300 x 6mm Tiling to walls	220	M <sup>2</sup>	25,000	5,500,000
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j	cement - 50 Kgs 42.5	15	bags	22,000	330,000
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k	sand for mortar	0.4	Trips	80,000	32,000
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16,958,000

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Page 13				21,400,000
	Page 14				20,874,510
	Page 15				5,423,000
	Page 16				5,423,000
	TOTAL ROOFING TO SUMMARY				53,120,510



QTY	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Tiles, slab or block finishings</u>				
	<u>Coloured porcelain non slippery/non-glazed floor tiles or other equal and approved with cushion edges fixed to screed with adhesive and pointed with coloured grout</u>				
a	500 x 500 x 12mm Tiling to floors	1,097	M <sup>2</sup>	45,000	49,365,000
b	2.5mm skirting 150mm high with splayed edge	568	M	7,000	3,976,000
c	cement - 50 Kgs 42.5	230	bags	22,000	5,060,000
d	sand for mortar	7	Trips	80,000	560,000
	<u>Allow for EPOXY finishings as per project Manaher's instructions</u>				
e	Epoxy Floor finish to operating rooms	24	M <sup>2</sup>	160,000	3,840,000
f	2.5mm skirting 150mm high with splayed corner	20	M	15,000	300,000
	<u>Ceiling finish</u>				
g	9mm Gypsum ceiling (Thailand)	364	Pcs	20,000	7,280,000
h	Cornices (plain)	385	Pcs	4,000	1,540,000
j	50x50mm Treated softwood brandering	1,167	Pcs	6,000	7,002,000
k	Assorted nails	30	Kgs	3,500	105,000
l	Gypsum powder	60	Bgas	27,000	1,620,000
m	Fibre tape	42	Roll	10,000	420,000
n	Gypsum screws	42	Boxes	10,000	420,000
	To Collection				81,488,000

M	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Extra; access panels; Local Fundi designed dimensions; pre-drilled fixed with screws, plastic sockets and cups as per project manager's instructions	1	No	30,000	30,000
	<b>To Collection</b>				30,000
	<u>COLLECTION</u>				
	Page 18				16,958,000
	Page 19				81,488,000
	Page 20				30,000
	<b>TOTAL FINISHING TO SUMMARY</b>				<b>98,476,000</b>

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.7- PAINTINGS AND DECORATIONS</b>				
	<u>Prepare and apply one thinned coat and two full coats of wash 'n' ware paint to plastered walls, sloping soffities of stair cases, ceiling, gypsum ceiling</u>				
a	Wash 'n' ware paint	45	Bucket	170,000	7,650,000
	<u>Prepare silicon based paint and apply one thinned coat of acrylic primer; one coat of STUCCO surface and one finishing coat of EPOXY finished paint onto:</u>				
b	Plastered walls; in the theatre room, treatment room and resuscitation rooms	393	SM	9,000	3,537,000
	<u>External work</u>				
	<u>Prepare and apply one primer coat and two finishing coats of Galaxy weather guard paint or other equal and approved</u>				
c	Weather guard paints	12	Bucket	170,000.00	2,040,000
d	White Cement	22	Bags	40,000.00	880,000
e	Gloss oil paints	12	Tin	28,000.00	336,000.00
f	Undercoat	60	Bucket	75,000.00	4,500,000.00
	<b>TOTAL DECORATION TO SUMMARY.</b>				<b>18,943,000</b>



EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 8- PLUMBING AND ENGINEERING INSTALLATIONS (Provisional)				
	<u>Sanitary installations</u>				
	<u>Supply and fix the following sanitary appliances (Armitage Shanks references) including all connections and fixing to floor or wall where necessary</u>				
a	480 x 420mm White vitreous china Tempo 48 Hand Wash Basin countertop single central taphole basin monoblock mixer with pop up waste , 32mm chrome plated metal bottle trap with 75mm seal, concealed brackets with fixing clamps in aluminium alloy and isovalve.	20	No	250,000	5,000,000
b	Western Type White vitreous WC suite to BS 3402 complete with horizontal outlet flush valve cistern 6 litre, plastic seat cover, S or P or Turned P trap; bottom supply and internal overflow domex screws; including all necessary accessories and connection to drain pipe.	5	No	450,000	2,250,000
c	Standard Disabled Western Type, back to wall WC in White vitreous WC to BS 3402 complete with horizontal outlet flush valve cistern 6 litre, plastic seat cover, S or P or Turned P trap; bottom supply and internal overflow domex screws; including all necessary accessories and connection to drain pipe	2	No	300,000	600,000
	To Collection				7,850,000

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
a	Asian Type Squatting White vitreous low level WC suite to BS 3402 complete with horizontal outlet flush valve cistern 6 litre, bottom supply and internal overflow domex screws and S-trap	2	No	150,000	300,000
b	Standard Stainless Steel Scrub Sink for Surgical theatre room; complete with all accessories	1	No	1,800,000	1,800,000
c	Standard Stainless Steel Sluice Trough for Surgical theatre room; complete with all accessories	1	No	2,500,000	2,500,000
d	Vitreous china toilet roll holder (S5005 - 2076100) with shelf, screwed to wall	7	No	30,000	210,000
e	Wall mounted tissue paper Dispenser	8	No	80,000	640,000
f	Mirror, special quality plate glass size 500 x 1000 x 6mm thick with silver resistant coating one side, fixing with domex screws to background requiring plugging	7	No	80,000	560,000
	<u>Sundries</u>				
g	Allow Provisional sum plumbing accessories and pipe works	1	PS	4,000,000	4,000,000
h	Allow cost for Medical Gas installation as per project Manager's intructions	1	PS	12,300,000	12,300,000
j	Allow cost for ICI' installation as per project Manager's intructions	1	PS	5,000,000	5,000,000
	To collection				27,310,000

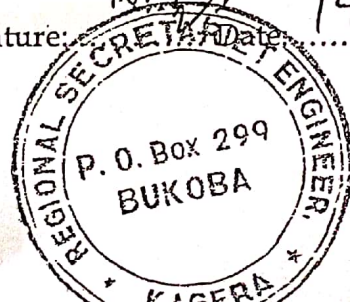
AM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Page 20				7,850,000
	Page 21				27,310,000
	TOTAL PLUMBING TO SUMMARY				35,160,000



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>GENERAL SUMMARY</b>				
1	Substructure				126,588,629
2	Superstructure				111,146,743
3	Doors				52,784,300
4	Windows				46,776,000
5	Roofing				53,120,510
6	Finishings				98,476,000
7	Decorations				18,943,000
8	Plumbing and Engineering Installations				35,160,000
	Sub total		Tshs.		542,995,181
	Add: Electrical Installations		Sum		5,000,000
	Sub total				547,995,181
	Add: 20% Labour charges				109,599,036
	Add: 1% Transport charges				-
	Sub total				657,594,218
	Add : Preliminary works				2,500,000
	(Includes Water for the works, removing rubbish and cleaning, Tools, plants and Scaffolding, Site accomodation, Watching and Lighting, Testing, etc)				
	Add: Direct Labour cost				-
	<b>GRAND TOTAL</b>		Tshs.		<b>660,094,218</b>

Prepared by:

Name: Eng. Felix P. Costantini Title: Pa Engineer Signature: [Signature] Date: 14/11/2021  
Kagera



JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS  
TAWALA ZA MIKOA NA SERIKALI ZA MITAA

**MKOA WA KAGERA**

Anwani ya Simu: "REGCOM"  
Simu ya mdomo: (028) 2220215-18  
Fax No. (028) 2222341  
(028) 2221356  
E-mail: ras.kagera@tamisemi.go.tz  
Tovuti: www.kagera.go.tz



OFISI YA MKUU WA MKOA,  
S. L. P. 299,  
Barabara ya Shore,  
**35180 - KAGERA.**

Unapojibu tafadhali taja:

Kumb. Na. CFA13 2/266/01"G"/26

28/12/2021

Zainabbas Enterprises,  
S.l.p 242,  
**BUKOBA.**

**YAH: MAREKEBISHO YA KIHESABU YA ZABUNI Na. RAS/019/2021-22/G/37  
LOT 1 & 2- UJENZI WA JENGO LA HUDUMA ZA DHARULA (EMD) NA  
JENGO LA WAGONJWA MAHUTUTI (ICU) AT BUKOBA REFERRAL  
REGIONAL HOSPITAL**

Rejea Kichwa cha habari hapo juu,

Tunakufahamisha kuwa wakati tunafanya tathmini ya Zabuni (Evaluation process) ya tender/Kotesheni tajwa hapo juu,tumegundua makosa ya kimahesabu (Arithemtical errors) katika mahesabu uliyowasilisha katika Kotesheni yako.

Hivyo basi yamefanyika marekebisho ya mahesabu ya Zabuni Na **RAS/019/2021-22/G/37 Lot 1** Ujenzi wa Jengo la Huduma za Dharula (EMD) na sasa jumla kuu ni Tshs Tsh.**516,591,100.00** na siyo Tshs **507,852,100.00** kama ulivyojaza kotesheni, tofauti ya ongezeko ni Tshs **8,739,000.00** na Zabuni **RAS/019/2021-22/G/37 LOT 2** ujenzi wa Jengo la Wagonjwa Mahututi (ICU) Hospitali ya Rufaa ya Mkoa Bukoba na sasa jumla kuu ni Tshs Tsh. **466,577,100.00** na siyo Tshs **452,439,800.00** kama ulivyojaza kotesheni, tofauti ya ongezeko/punguzo ni Tshs **14,137,300.00**.

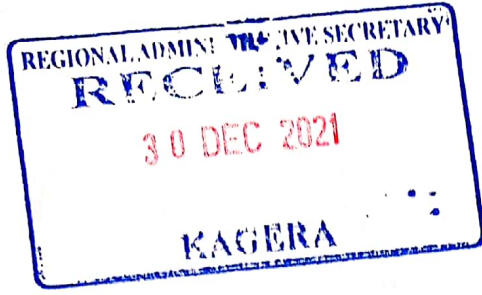
Unatakiwa Kuhakikisha na kuthibitisha Jumla Kuu yako Mpya iliyorekebishwa kabla ya tarehe 30 Desemba 2021.

Asante kwa ushirikian

Owden Mhabuka

**Kny: KATIBU TAWALA MKOA  
KAGERA**





ZAINABBAS ENTERPRISES  
S.L.P 242,  
BUKOBA

30 Disemba 2021

OFISI YA MKUU WA MKOA,  
S.L.P 299,  
Barabara ya Shore,  
**35180- KAGERA**

YAH: **MAREKEBISHO YA KIHESABU YA ZABUNI Na. RAS/019/2021-22/G/37  
LOT 1&2-UJENZI WA JENGO LA HUDUMA ZA DHARULA (EMD) NA  
JENGO LA WAGONJWA MAHUTUTI (ICU) AT BUKOBA REFERRAL  
REGIONAL HOSPITAL**

SOMO: **KUKUBALIANA NA MAREKEBISHO YA GHARAMA ZA MIRADI.**

Nakiri kupokea barua yako yenye Kumb. Na. **CFA132/266/01 "G"/26** ya tarehe  
**28/12/2021** yenye kichwa cha habari tajwa.

Kwa barua hii nakiri kuhakiki na nathibitisha marekebisho ya gharama mpya za miradi  
kama ilivyoainishwa hapa chini:-

1. Zabuni na. **RAS/019/2021-22/G/37 Lot 1.** Ujenzi wa jengo la huduma za Dharula (EMD) ambalo jumla ya kuu ya mradi itakuwa Tshs. **516,591,100.00 (Milioni Mia Tano Kumi na Sita, Laki Tano, Tisini na Moja Eflu na Mia Moja Tu)**
2. Zabuni na. **RAS/019/2021-22/G/37 LOT 2** Ujenzi wa jengo la Wagonjwa Mahututi (ICU), Hospitali ya Rufaa ya Mkoa Bukoba ambalo jumla ya kuu ya mradi itakuwa **Tshs.466, 577,100. (Milioni Mia Nne Sitini na Sita, Laki Tano, Sabini na Saba Eflu na Mia Moja Tu)**

Asante kwa ushirikiano.

ZAINABBAS ENTERPRISES  
P.O. BOX 242 BUKOBA  
TIN:-100129892  
VFN:-140026745  
Sajjad Pir Mohammed  
MENEJA  
**ZAINABBAS ENTERPRISES**