

**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH**



**CONTRACT DOCUMENT**

**FOR**

**TENDER NO ME/007/2021-2022/HQ/W/25 FOR PROPOSED  
SUPPLY, INSTALLATION AND COMMISSIONING OF HVAC  
AT KATAVI. MOH /2021/2022/HQ/W/24**

**CLIENT:  
MINISTRY OF HEALTH,**

**P.O.BOX 743 DODOMA.**

**CONTRACTOR:  
EA BROTHERS CONTRACTORS CO LTD  
DAR ES SALAAM**

**MARCH, 2022**



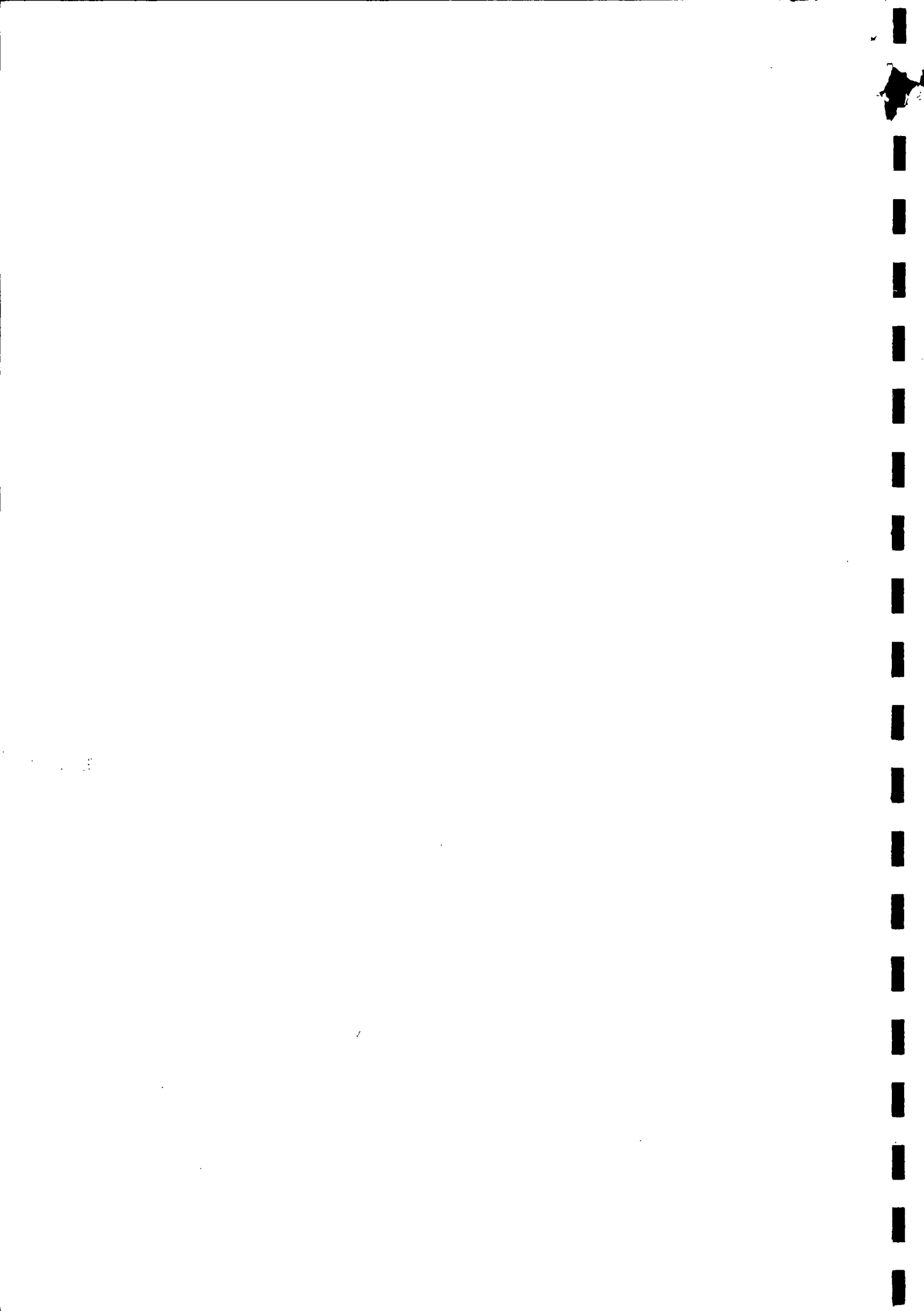
## Form of Contract

This Contract is made on the ..... day of ....., 2022 between PERMANENT SECRETARY MINISTRY OF HEALTH, P.O. BOX 743, DODOMA (hereinafter called "the Employer") and M/s EA BROTHERS CONTRACTORS CO. LTD, P.O. BOX 72318 DAR ES SALAAM, (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Contract for TENDER NO: ME/007/2021-2022/W/25 FOR PROPOSED SUPPLY, INSTALLATION AND COMMISSION OF HVAC AT KATAVI RRH** (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tanzania shillings **Nine Hundred Forty-Three Million Forty-Eight Thousand, One Hundred Thirty-One Twenty-Three Cents (943,048,131.23) VAT Inclusive** (hereinafter called "Contract Price").

Now this Contract witnesses as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - i. Form of Contract
  - ii. Form of Tender
  - iii. Special Condition of Contract
  - iv. General Condition of Contract
  - v. Letter of Notification to award
  - vi. Letter of Acceptance
  - vii. Negotiation minutes
  - viii. Priced Bill of Quantities
  - ix. Drawings.
3. All the aforesaid documents are hereinafter referred to as "the Contract" and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.



4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price sum shillings **Nine Hundred Forty-Three Million Forty-Eight Thousand, One Hundred Thirty-One Twenty-Three Cents (943,048,131.23) VAT Inclusive for the period of 6 months** or such other. as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Contract to be executed the day and year first before written.

For and on behalf of the Ministry of Health

.....  
 Signature of Authorized representative  
 Name PROF. ABEL N. MAKUBI  
 Occupation PERMANENT SECRETARY  
 Date 18<sup>TH</sup> MARCH, 2022

In the presence of

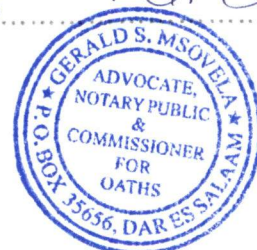
Signature Randy A. Matendo  
 Name RANDY A. MATENDO  
 Occupation Acting Director Legal Services  
 Date .....

For and on behalf of Messrs M/s EA BROTHERS CONTRACTORS CO. LTD,  
 P.O. BOX 72318 DAR ES SALAAM

.....  
 Signature of Authorized representative  
 Name MR. EDWARD P. SHAYO  
 Occupation MANAGING DIRECTOR  
EA BROTHERS CONTRACTORS CO. LTD.  
P. O. Box 72318, DAR-ES-SALAAM  
 Date 17/3/2022

In the presence of

Signature Gerald S. Msovela  
 Name Gerald S. Msovela  
 Occupation Advocate  
 Date 15<sup>th</sup> March 2022





YERİNE KALAN  
MİLLÎ EĞİTİM BAKANLIĞI  
ANKARA

YERİNE KALAN

## 2. Form of Tender

[14<sup>th</sup> January, 2022]

To: [Permanent Secretary, Ministry of Health, Community development, Gender, Elderly and Children, P. o. Box: 743, 40478, Dar es Salaam.]

We [Ea Brothers Contractors Co. Ltd], offer to execute the [Proposed HVAC Installation Works for the Completion Construction of Katavi RRH – OPD, Diagnostic Centre and Maternity wing at Mpanda Municipality, Katavi Region in Tanzania For Tender No. ME/007/2021-2022/HQ/W/25] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [Tshs. 960,475,812.77], [Nine Hundred Sixty Million Four Hundred Seventy Five Eight Hundred Twelve and Cents Seventy Seven Tanzania Shillings only VAT Inclusive].

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a) Tshs.	100%	-	-
(b) Tshs.	100%	-	-

The advance payment required is:-

Amount.	Currency
(a) 144,071,371.91	Tshs.
(b)-	-

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

We hereby confirm [NATIONAL CONSTRUCTION COUNCIL (NCC)], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [Adjudicator]

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

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



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

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

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

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

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

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

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

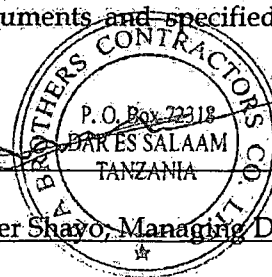
We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: Edward Peter Shayo, Managing Director

Name of Tenderer: EA Brothers Contractors Co. Ltd

Address: P.O Box 72318 Dar es Salaam





**SPECIAL CONDITIONS OF CONTRACT**

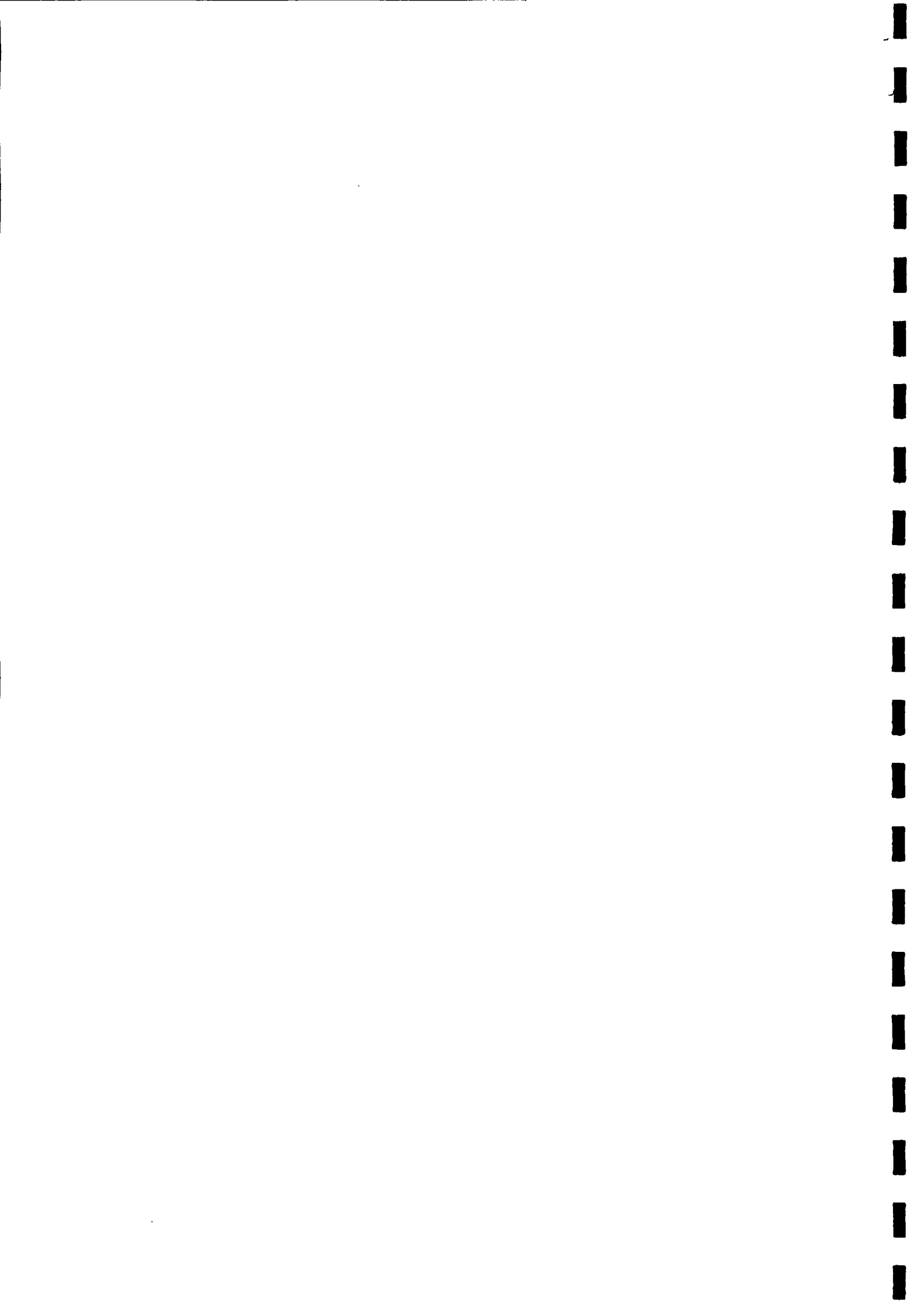


## Special Conditions of Contract (SCC)

### Instructions for completing the Special Conditions of Contract

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

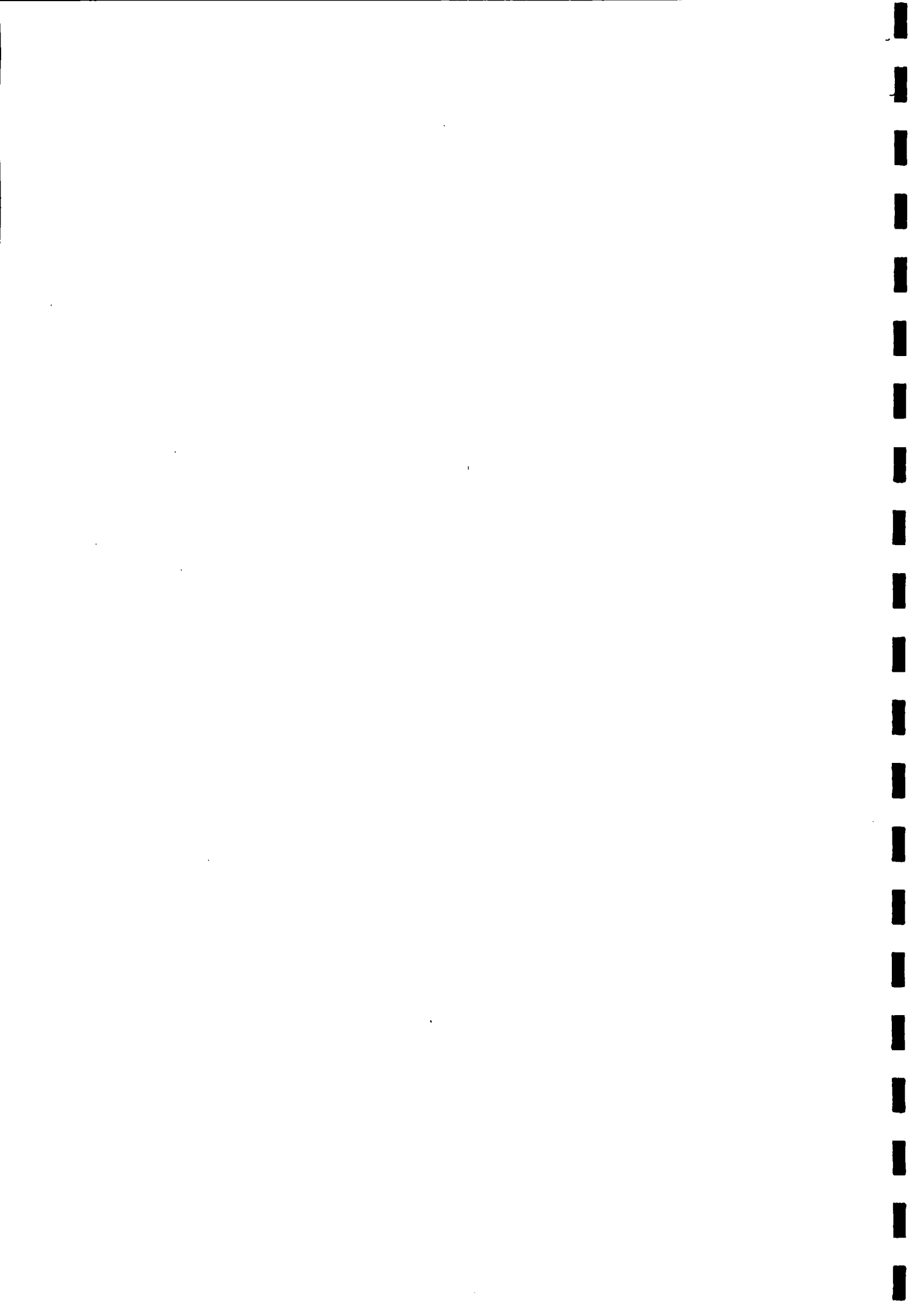
SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will be <b>Twelve Month (12)</b></p> <p>The Employer is <b>Permanent Secretary, Ministry of Health.</b></p> <p>The Project Manager is <b>Arch. Linda Kasilima, Crystal Consultants, P.o. Box 75068, Dar es Salaam.</b></p> <p>The Works consist of;</p> <p>Supply, installation, testing and commissioning of Air conditioning and Mechanical Heating and Ventilation works The Commencement Date shall be 7 days after signing the contract.</p> <p>The Intended Completion Date for the whole of the Works shall be 7 months</p> <p>The Site is located at Mpanda Municipality, Katavi region, Tanzania.</p>
2	2.2	<p>Indicate whether sectional completion is specified. <b>Wing 'A' shall be handed over when completed, prior to completion date of the project</b></p>



3	2.3	<p>List other documents that form part of the contract if any:</p> <ul style="list-style-type: none"> <li>a) Form of Contract</li> <li>b) Form of Tender</li> <li>c) Special Condition of Contract</li> <li>d) General Condition of Contract</li> <li>e) Letter of Notification to award</li> <li>f) Letter of Acceptance</li> <li>g) Negotiation minutes</li> <li>h) Priced Bill of Quantities</li> <li>i) Drawings.</li> </ul>
4	4.1	<p>The language of the Contract documents is <b>English</b>.</p> <p>The law that applies to the Contract is the <b>Laws of Tanzania</b></p>
5	7.1	<p>Address for communication</p> <p>Employer's: <b>Permanent Secretary, Ministry of Health, P. o Box 743, 40478, Dodoma.</b></p> <p><b>Contractor: Messrs M/s EA BROTHERS CONTRACTORS CO. LTD, P.O. BOX 72318 DAR ES SALAAM</b></p>
6	11.1	<p>Include the Schedule of Other Contractors if any</p> <p><b>NOT APPLICABLE</b></p>
7	12.1	<p>Include the Schedule of Key Personnel</p> <ul style="list-style-type: none"> <li>• <b>Site Agent [ ICT Engineer]</b></li> <li>• <b>Site ICT Engineer</b></li> <li>• <b>Foreman/ICT Technician</b></li> </ul>
8	16.1	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials [Tzs. 50,000,000.00];</li> <li>(b) loss of or damage to Equipment [Tzs. 50,000,000.00];</li> <li>(c) loss of or damage to property (except the Works,</li> </ul>



		Plant, Materials, and Equipment) in connection with the Contract [Tzs. 100,000,000.00]; and  (d) personal injury or death [Tzs. 100,000,000.00];
9	17.1	Site Investigation Reports available to the Tenderer are:
10	24.1	N/A
11.	25.4	The other measures include:  a) Minimising the number of migrant workers employed on the project and household in the site camp  b) Providing access to voluntary 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
12.	27.1	The Site Possession Date shall be <b>7 days after Contract sign</b>
13	30.1	Appointing Authority for the Adjudicator is <b>The National Construction Council (NCC) of Tanzania</b>
	30.4	Arbitration will take place at DODOMA in accordance with rules and regulations published by <b>NATIONAL CONSTRUCTION COUNCIL</b>





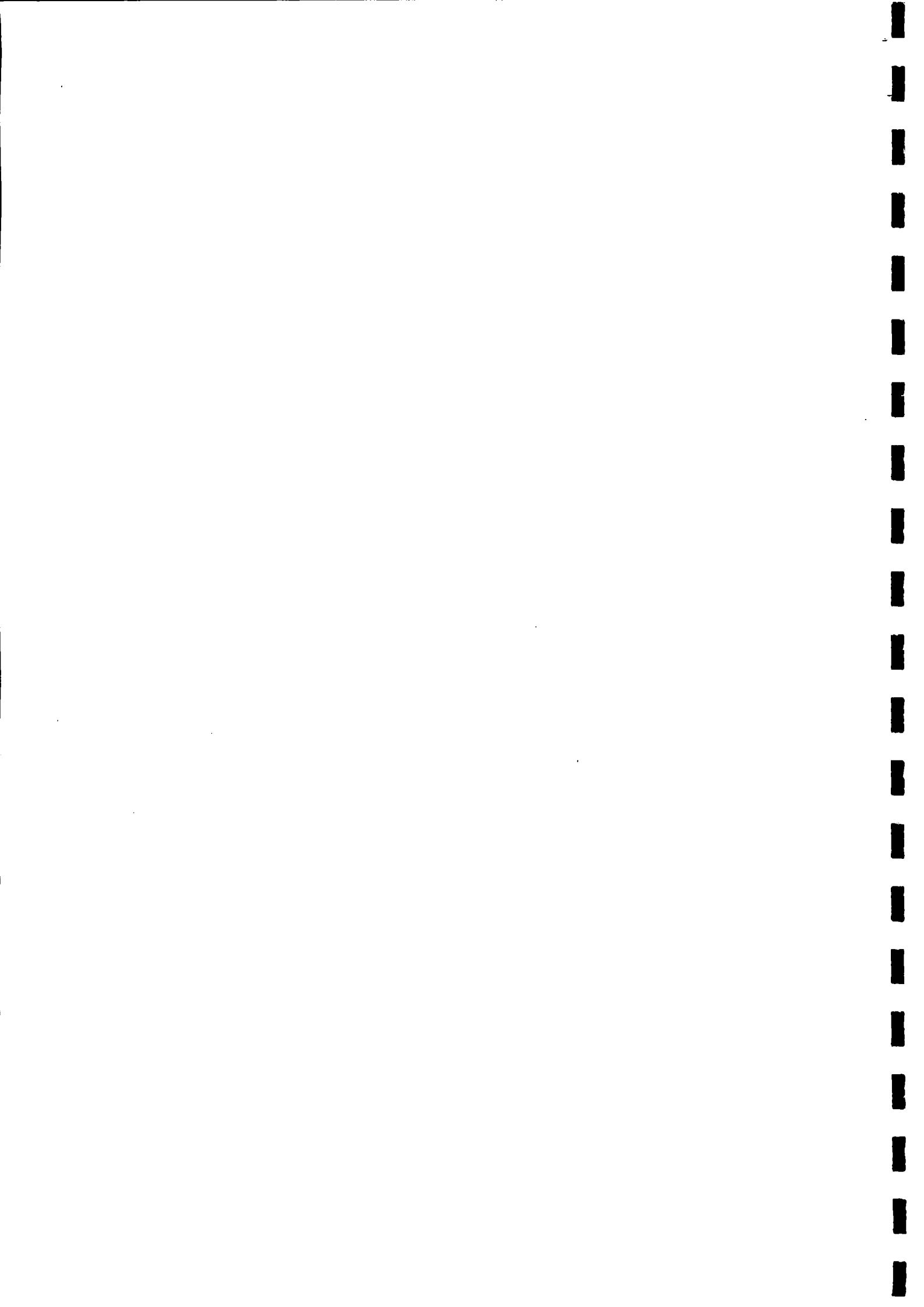
14.	31.1	<p>Hourly rate of Fees payable to the Adjudicator shall be determined by National Construction Council Rules and Regulations. In accordance with the published rules of NCC.</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include:</p> <p>a) Transport.</p> <p>b) Stationaries.</p>
15.	32.1	Appointing Authority for the Adjudicator: <b>NATIONAL CONSTRUCTION COUNCIL (NCC)</b>
	33.1	Appointed Contractor will be responsible for the security of the site.
		B. Time Control
16.	34.1	The Contractor Shall Submit a revised Program for the Works within <b>30 days</b> of delivery of the Letter of Acceptance.
17.	34.2	<p>The period between Programme updates is <b>Sixty (60) days</b>.</p> <p>The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: <b>Tzs 10,000,000.00</b>.</p>
<b>C. Quality Control</b>		
18.	42.1	The Defects Liability Period is <b>365 days</b> .
<b>D. Cost Control</b>		
19.	46.1	No rate adjustment allowed in accordance to GCC 46.



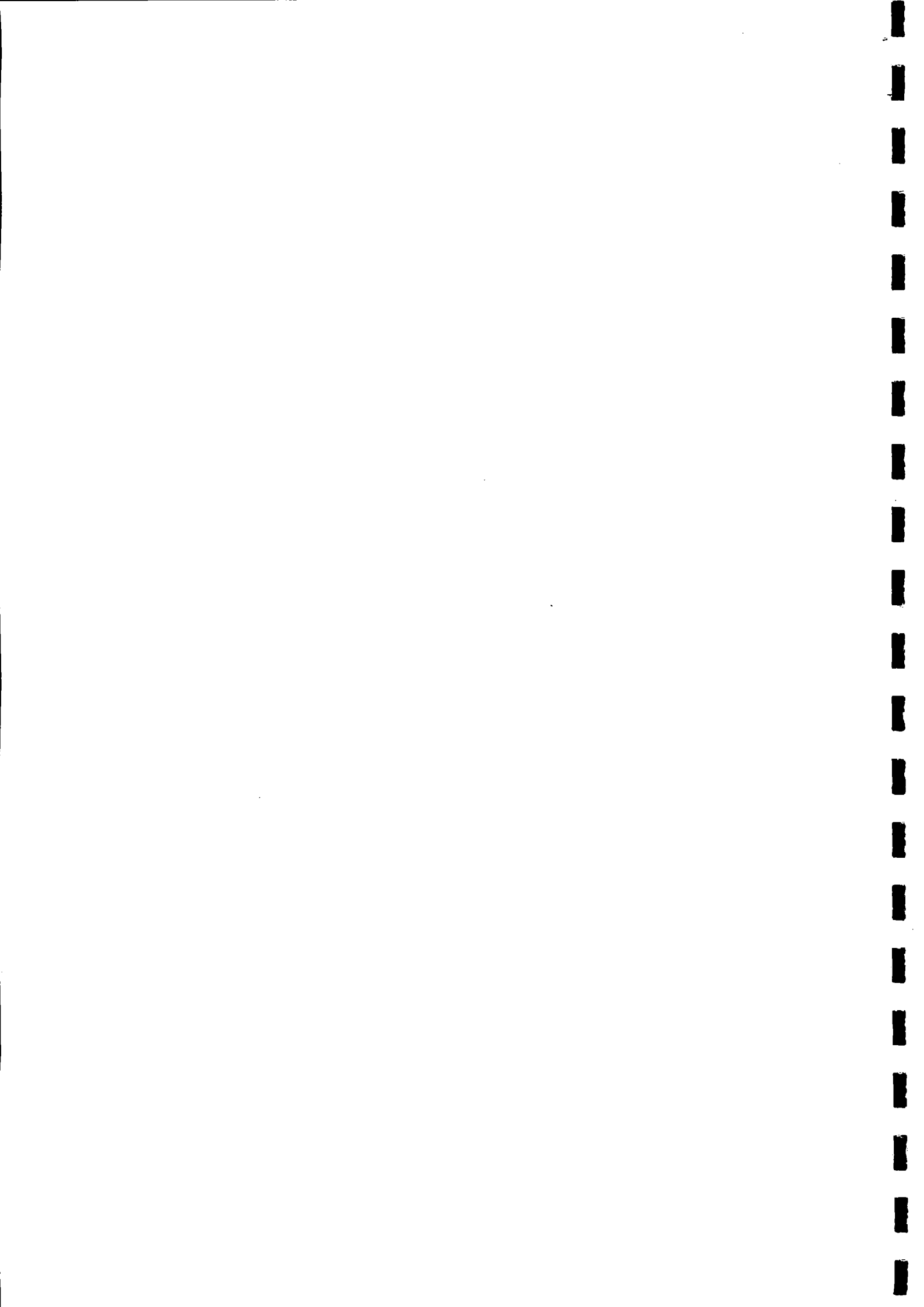
	46.2	No rate adjustment allowed in accordance to GCC 46.
20.	50.7	Minimum amount of Interim Payment Certificate will be Tzs 50,000,000.00.
21.	53.1(a)	Site Possession date shall be 7 days after contract sign
22.	52.1	The currency is Tanzania Shillings
23.	55.1	The contract IS NOT subject to price adjustment in accordance with GCC 55.
24.	56.1	The amount of retention is Ten (10) percent of value of works of Interim Payment Certificate'.  Limit of retention: Five (5) percent of contract price
25.	57.1	(i) The amount of liquidated damages per day is 0.1 percent of Contract Price per day (ii) The maximum amount of liquidated damages is 10% of the Contract Price.
26.	58.1	The Bonus for early completion: Not Applicable.
27.	59.1	The Advance Payment shall be fifteen (15) percent of the Contract Price. This will be paid upon submission of Unconditional Bank Guarantee. The advance payment recovery will be as follows;  <ol style="list-style-type: none"> <li>1. When works progress is 20%, the recovery will be 20%</li> <li>2. When works progress is 30%, the recovery will be 33%</li> <li>3. When works progress is 40%, the recovery will be 47%</li> <li>4. When works progress is 50%, the recovery will be 60%</li> <li>5. When works progress is 60%, the recovery will be 73%</li> <li>6. When works progress is 70%, the recovery will be 87%</li> <li>7. When works progress is 80%, the recovery will be 100%</li> </ol>



	59.3	Monthly Recovery of Advance Payments will be 20 % of the amount of Interim Payment or any percentage such that advance payment is fully recovered by the time that, 80% of value of works in contract is completed
28.	60.1	The Performance Security shall be the minimum amounts equivalent to Ten (10) percent for Bank Guarantee of the contract price in the form of:  (a) Unconditional Bank Guarantee The standard form of Performance Security acceptable to the Employer shall be <b>Unconditional Bank Guarantee</b> as preferred by the Employer of the type presented in Section IX of the Tendering Documents.
29	64.1	Site handover date be is When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer
<b>E. Discharge of the Contract</b>		
30	66.2	The amount to be withheld for failing to produce "as built" drawings by the date required is Tzs 25,000,000.00.  The amount to be withheld for failing to produce operating and maintenance manuals by the date required is Tzs 25,000,000.00.
31	67.2 (C) 67.2 (h)	contractor's failure to submit performance security within 28 days  The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid is 0.1%
32	68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 15%.









**GENERAL CONDITIONS OF CONTRACT**

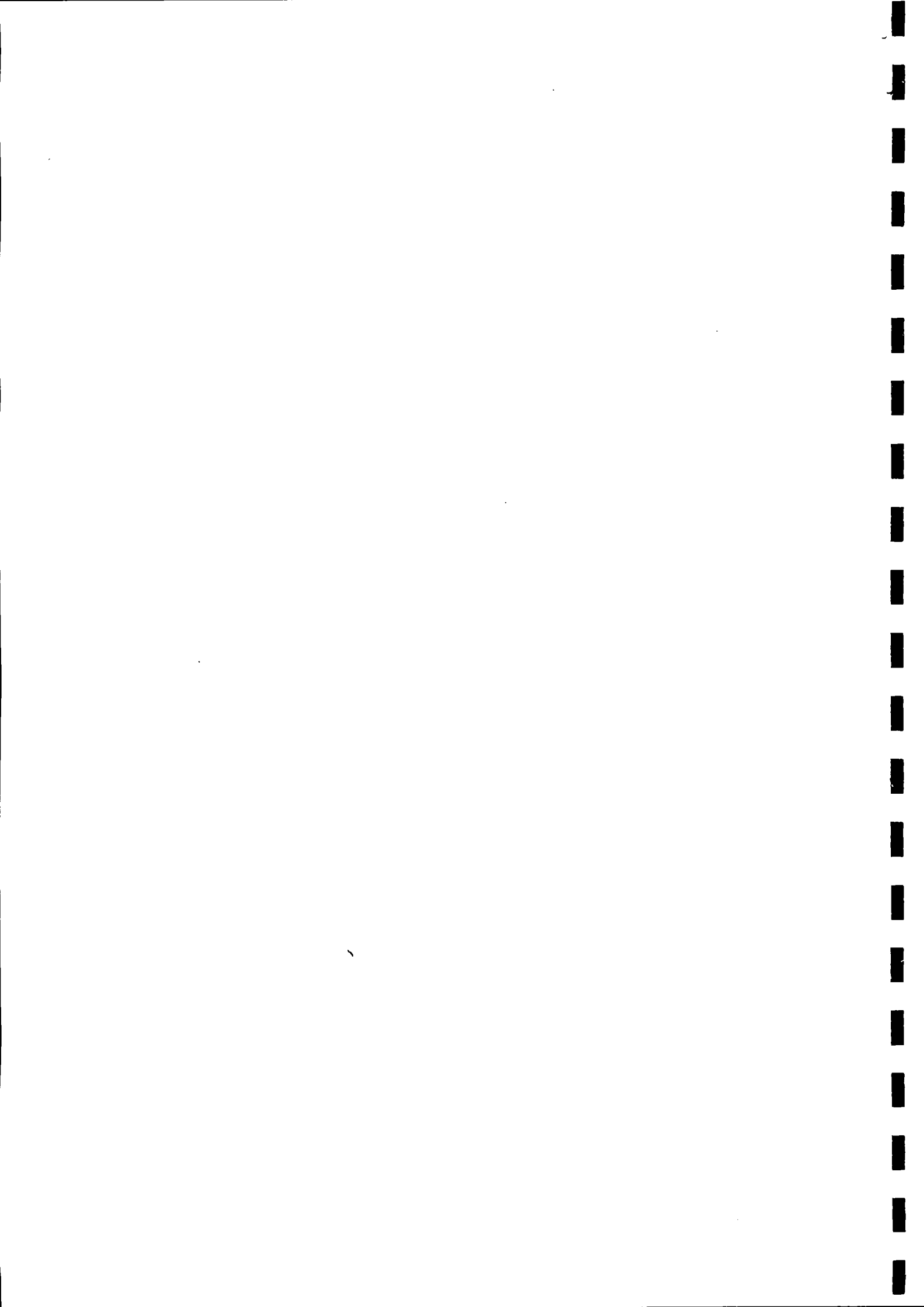


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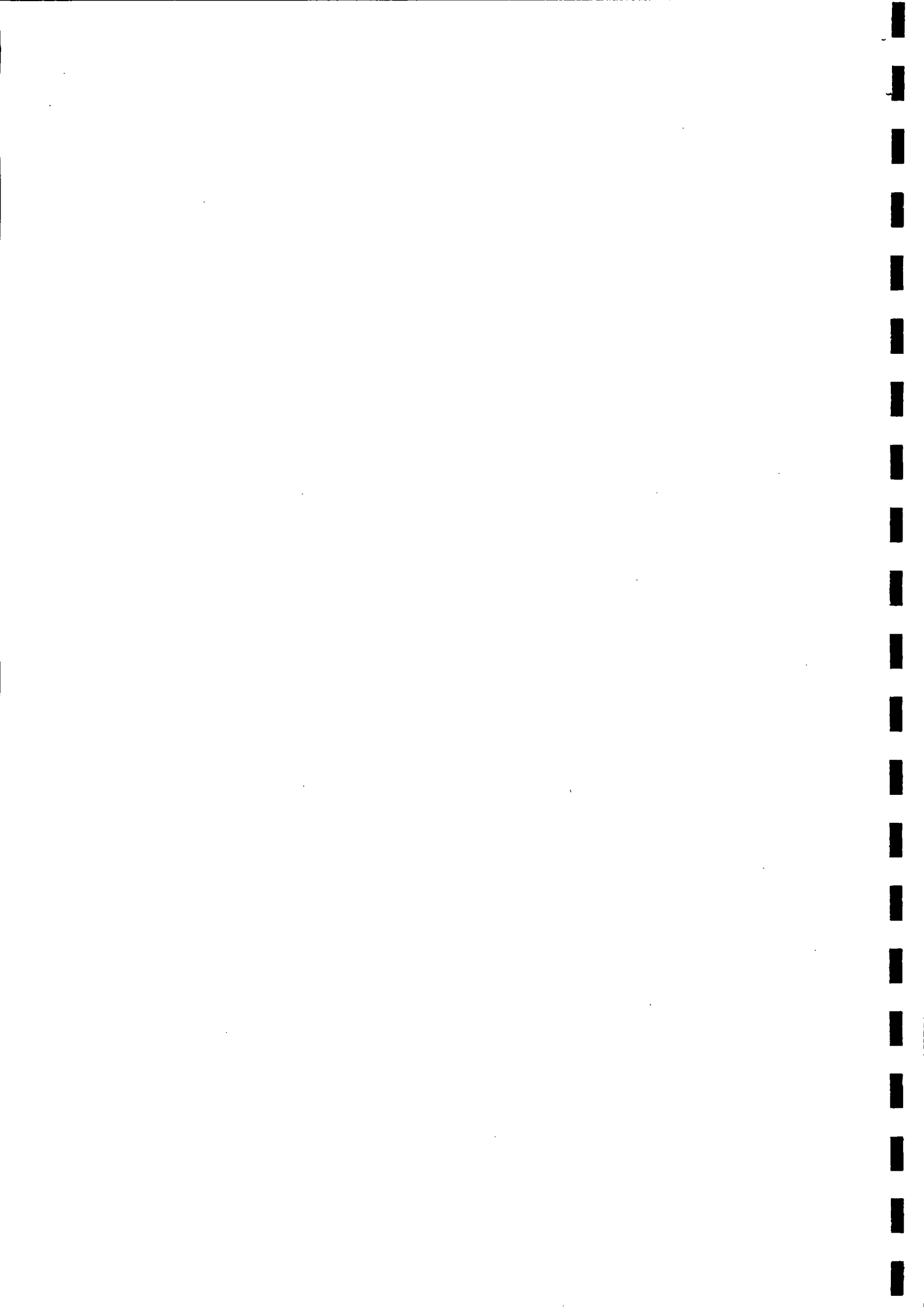
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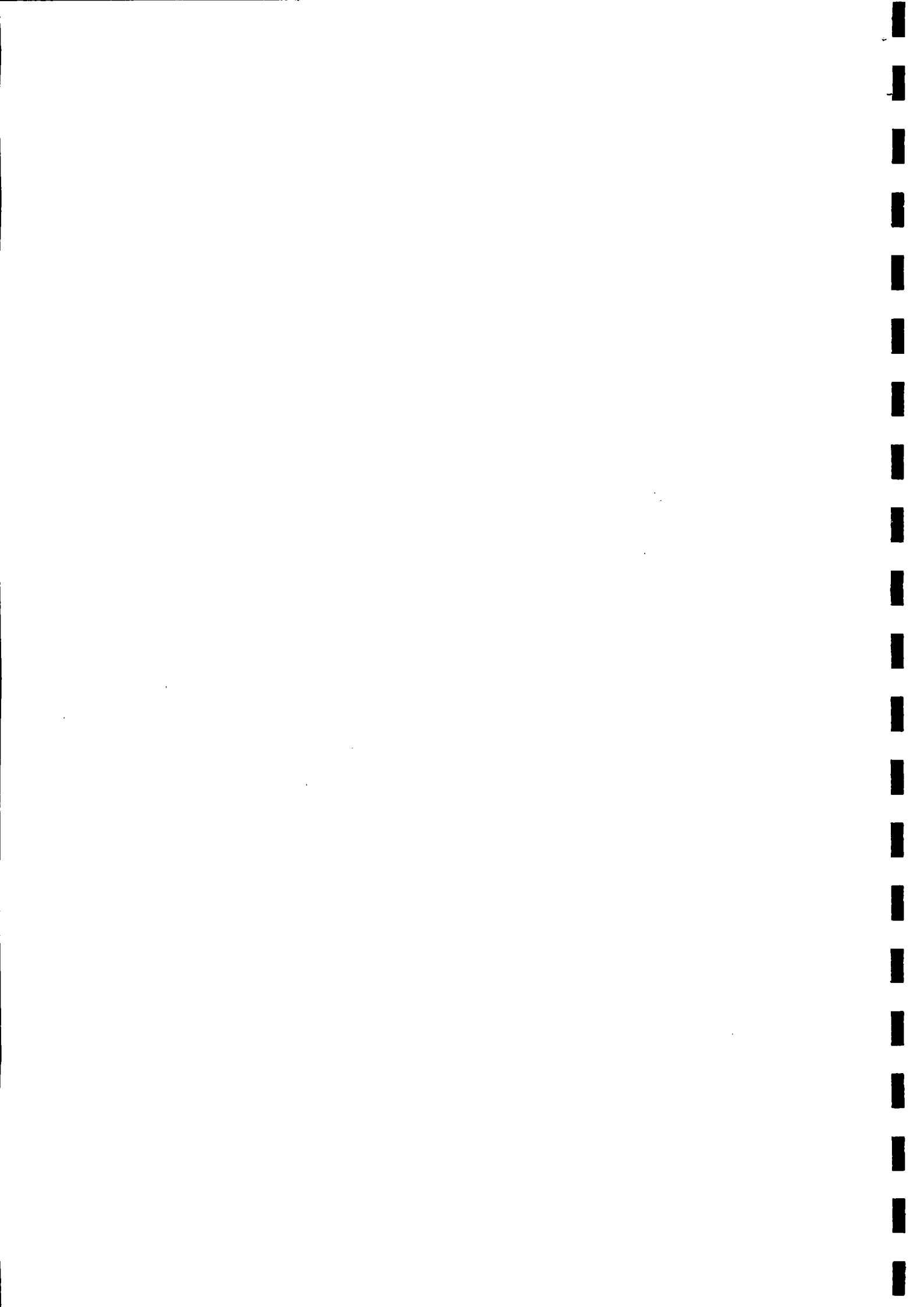
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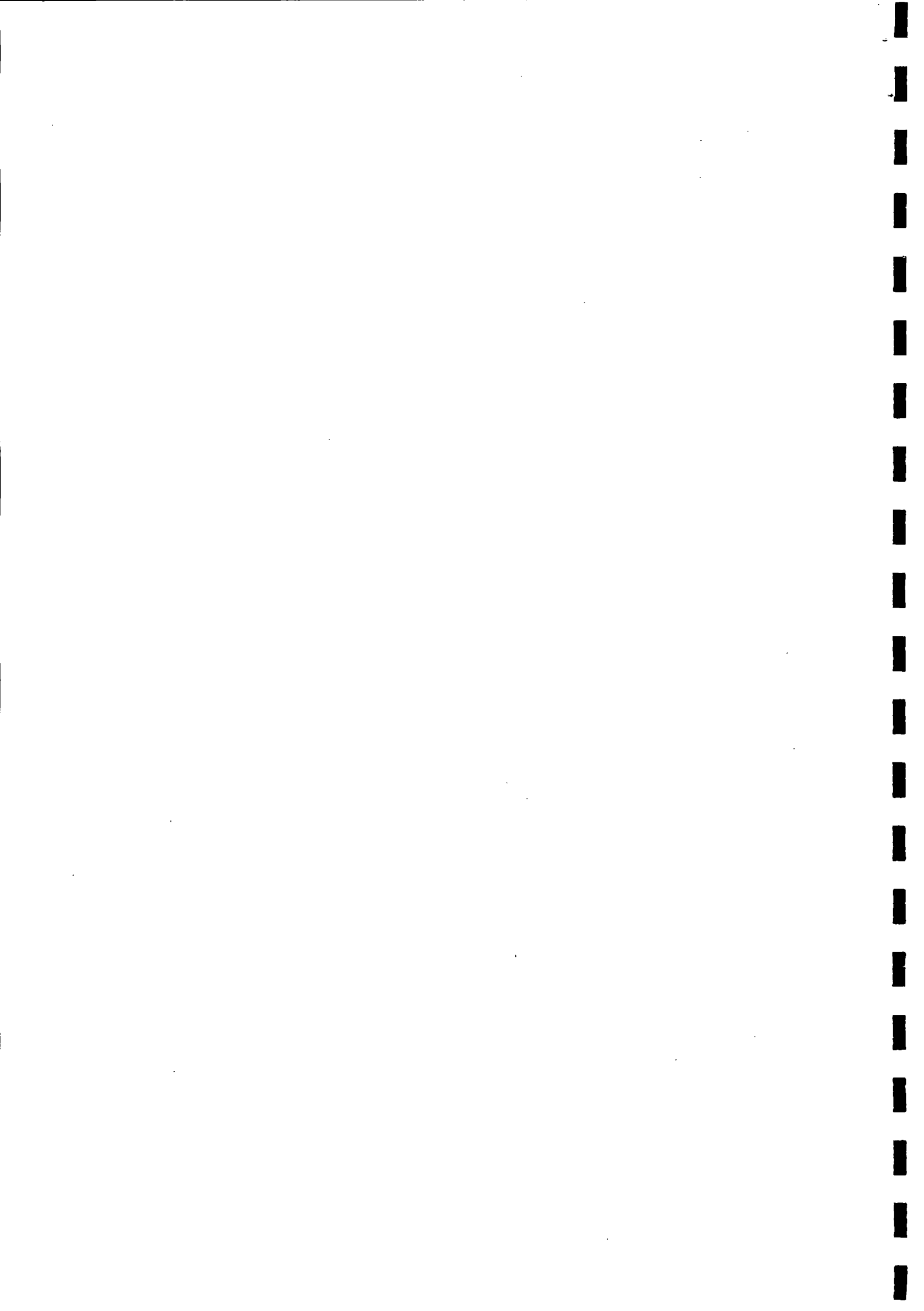
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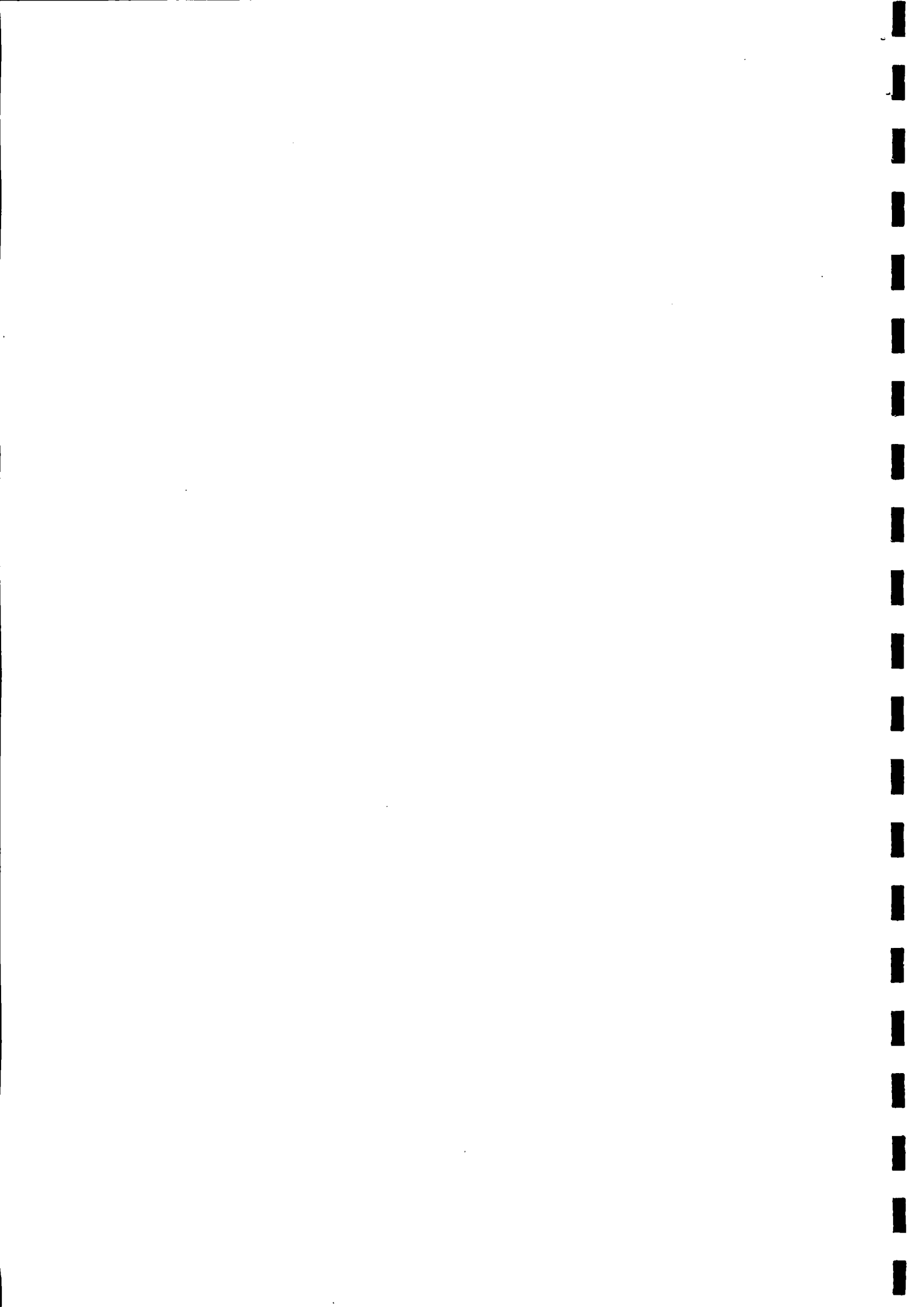


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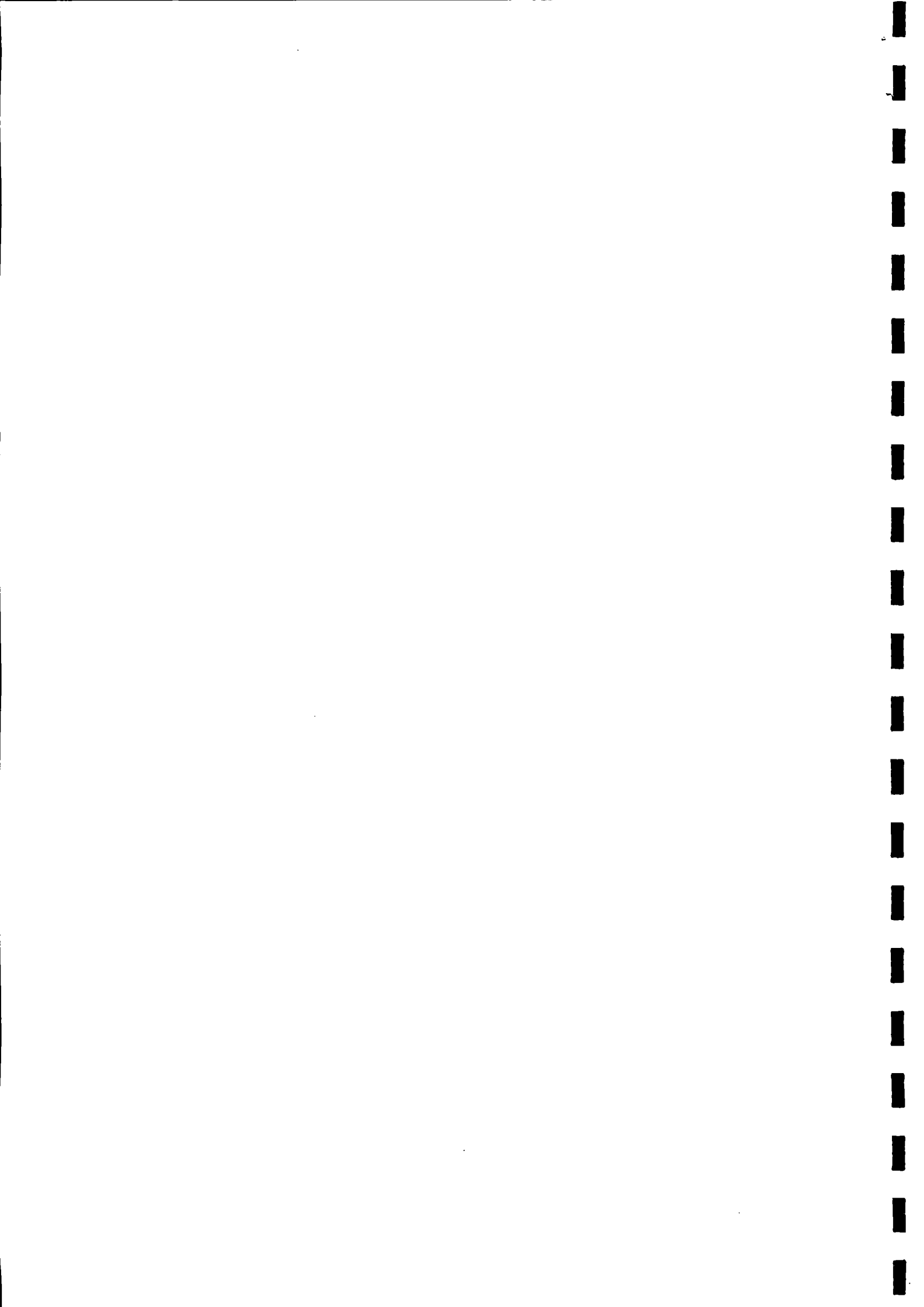




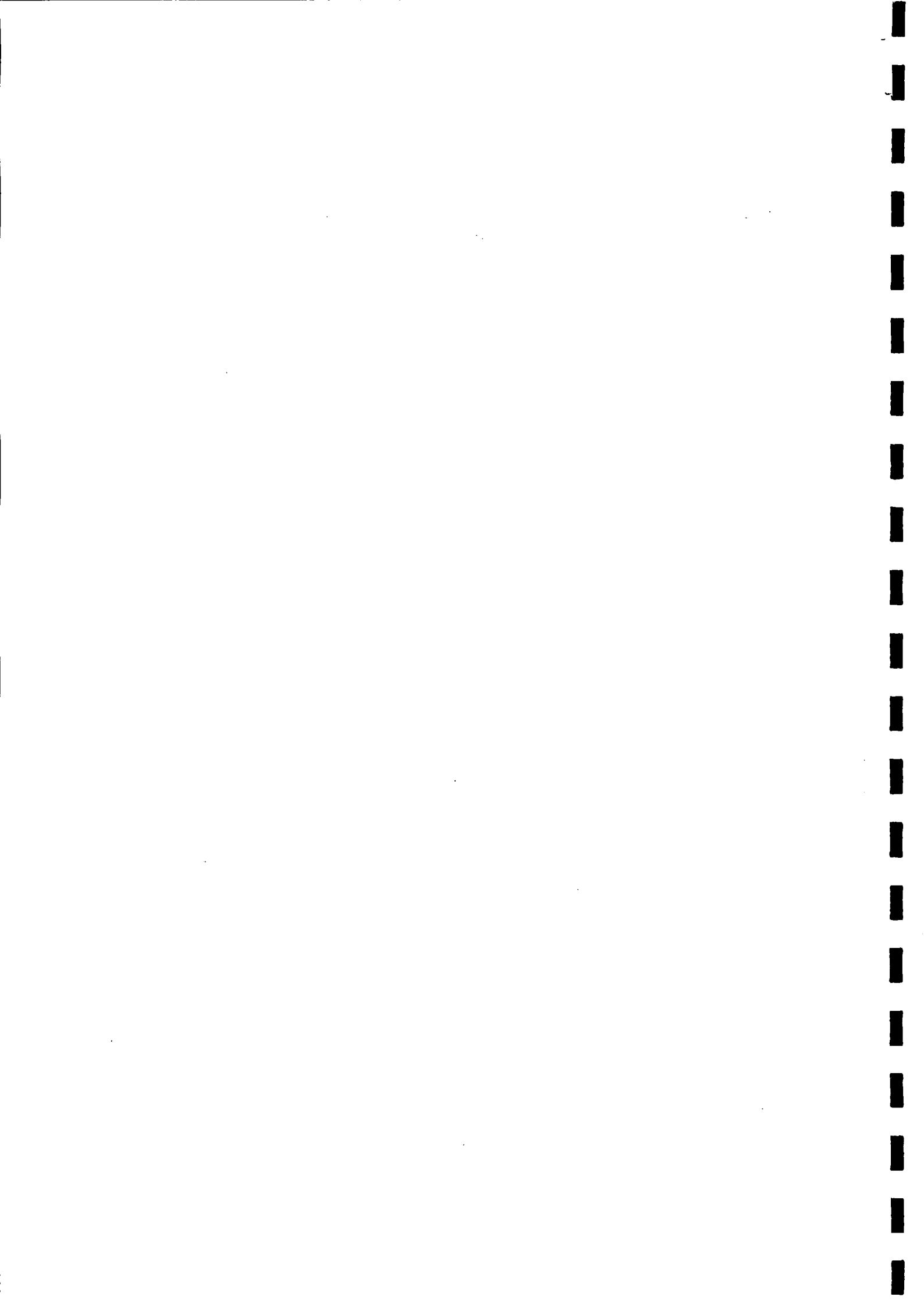
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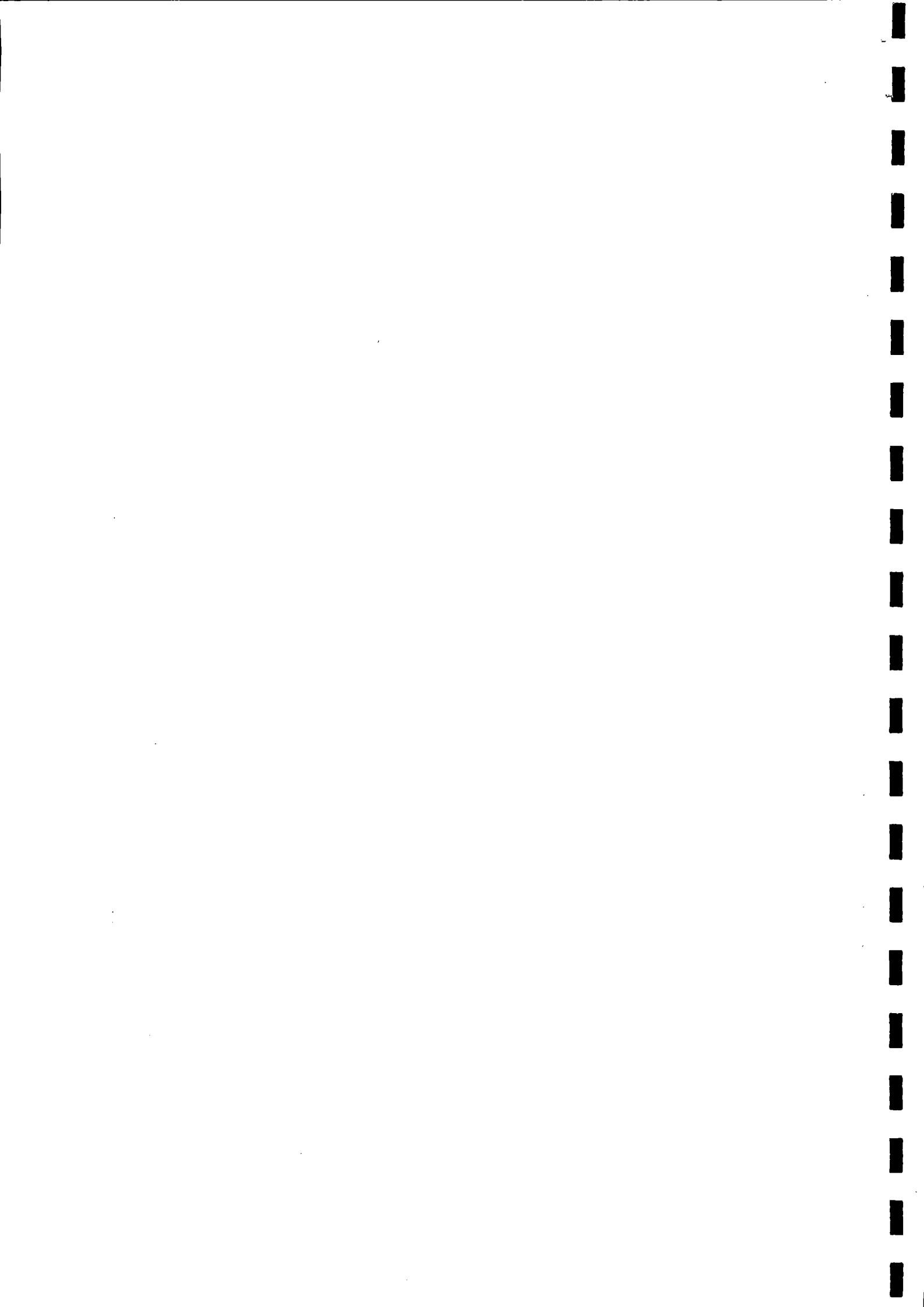






**A. General**

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The <b>Adjudicator</b> is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The <b>Arbitrator</b> is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p><b>Bill of Quantities</b> -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p><b>Compensation Events</b> are those events provided for in GCC 53 [Compensation Events]</p> <p>The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 63.1 [Completion Certificate].</p> <p>The <b>Contract</b> is the agreement entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 [Interpretation] below.</p>
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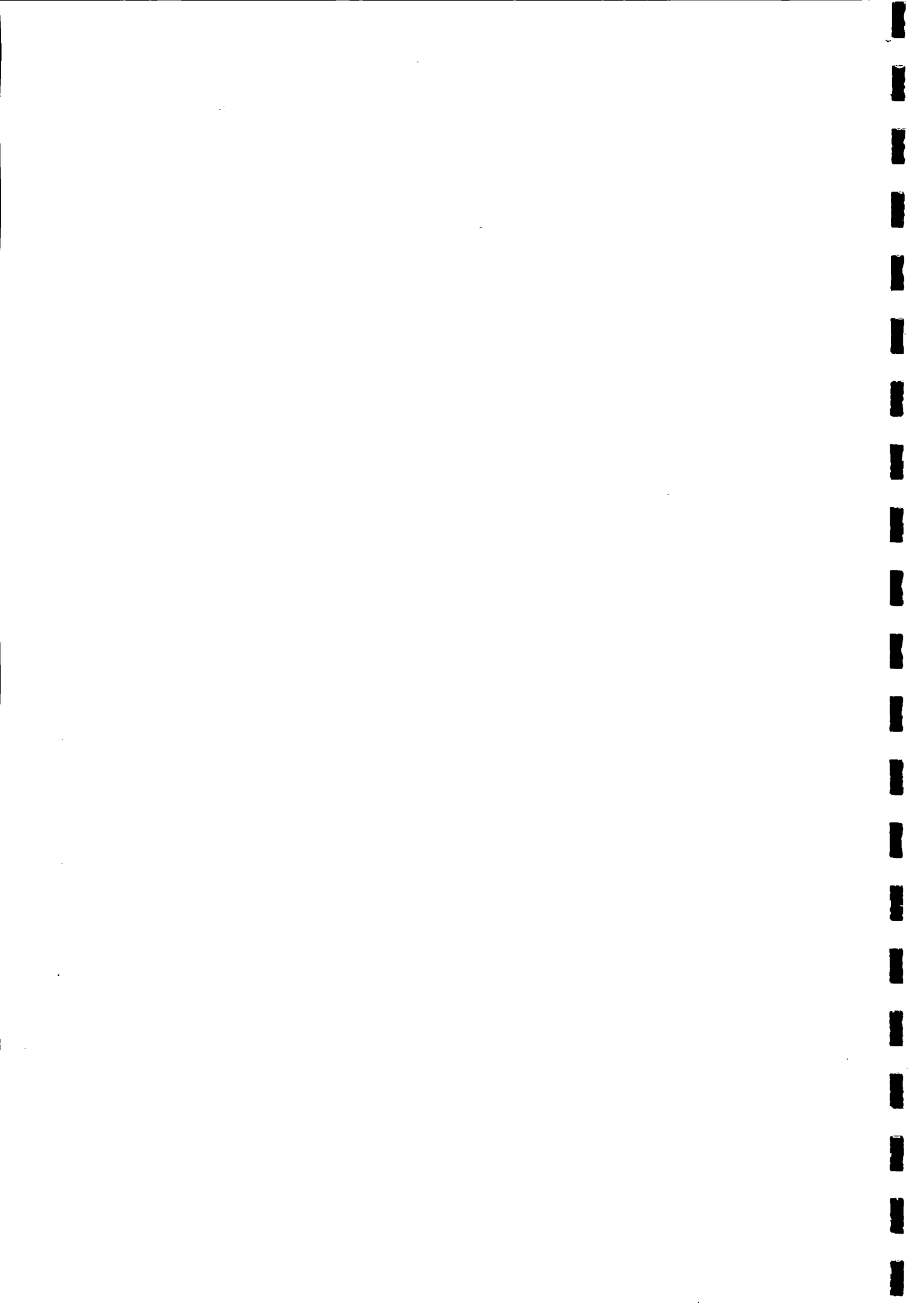
	<p>The <b>Contractor</b> is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The <b>Contractor's Tender</b> is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p><b>Days</b> are calendar days.</p> <p><b>Day-works</b> are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.</p> <p>The <b>Defects Liability Period</b> is the period stated in the <b>Special Conditions of Contract</b> and calculated from the Completion Date.</p> <p><b>Drawings</b> means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the employer in accordance with the contract</p> <p><b>Effective Contract date</b> is the date shown in the</p>
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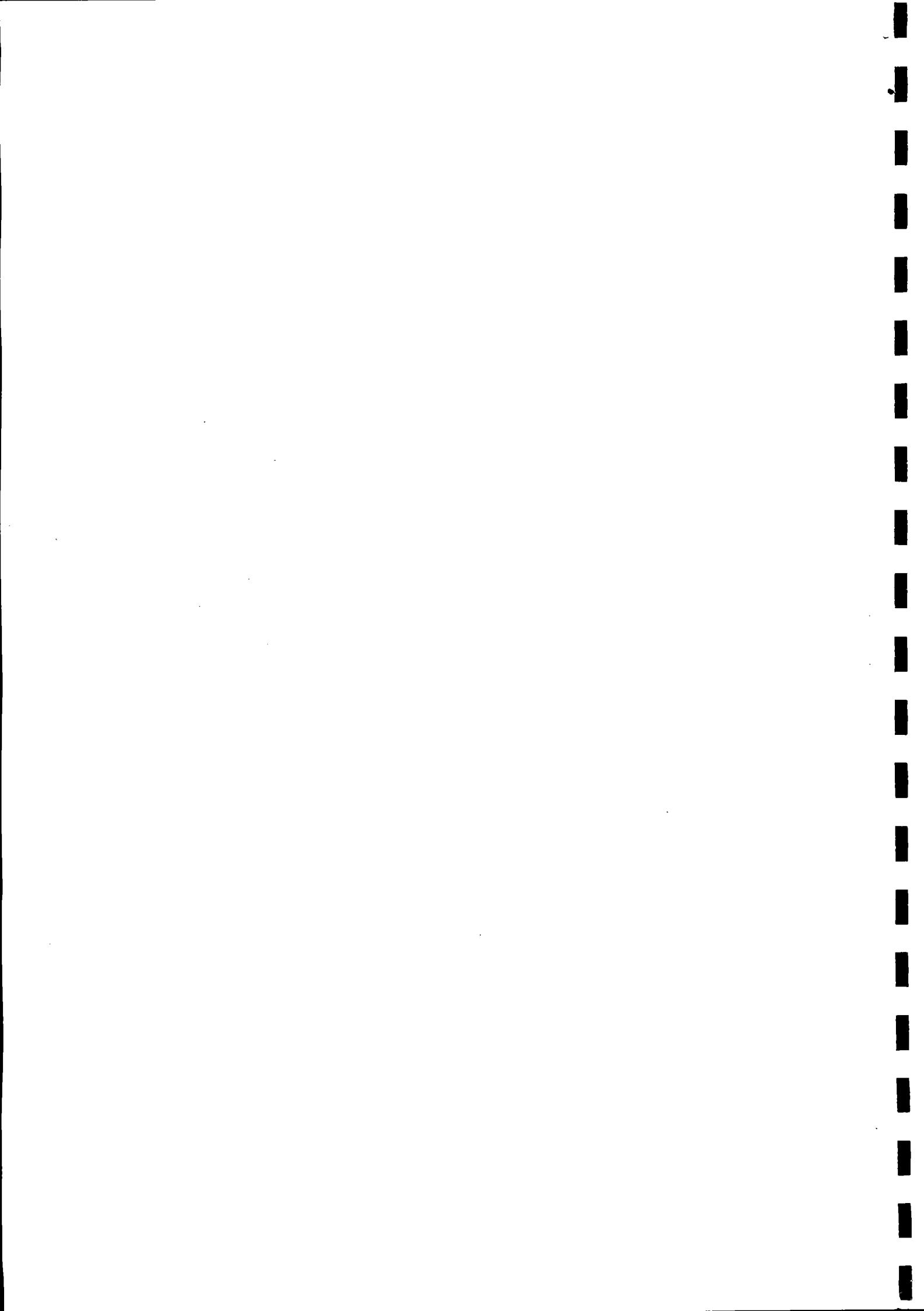
	<p>Certificate of Contract Commencement issued by the Employer upon fulfilment of the conditions precedent stipulated in GCC 3 [Conditions Precedent].</p> <p>The <b>Employer</b> means the person named as employer in the SCC and the legal successors in title to this person.</p> <p><b>Equipment</b> is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>The <b>Commencement Date</b> is the date when the Contractor shall commence execution of the Works as specified in the <b>Certificate of Contract Commencement</b>. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.</p> <p style="text-align: center;">o</p> <p>The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works as specified in the <b>Special Conditions of Contract</b>.</p> <p><b>Materials</b> are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p><b>Months</b> mean calendar months.</p> <p style="text-align: center;">“</p> <p><b>Plant</b> is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.</p>
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	<p>The <b>Project Manager</b> is the person named in the <b>Special Conditions of Contract</b> (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.</p> <p>The <b>Site</b> is the area where works are to be executed as specified in the SCC.</p> <p><b>Site Investigation Reports</b> are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.</p> <p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>A <b>Subcontractor</b> 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.</p> <p><b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A <b>Variation</b> is an instruction given by the Project</p>
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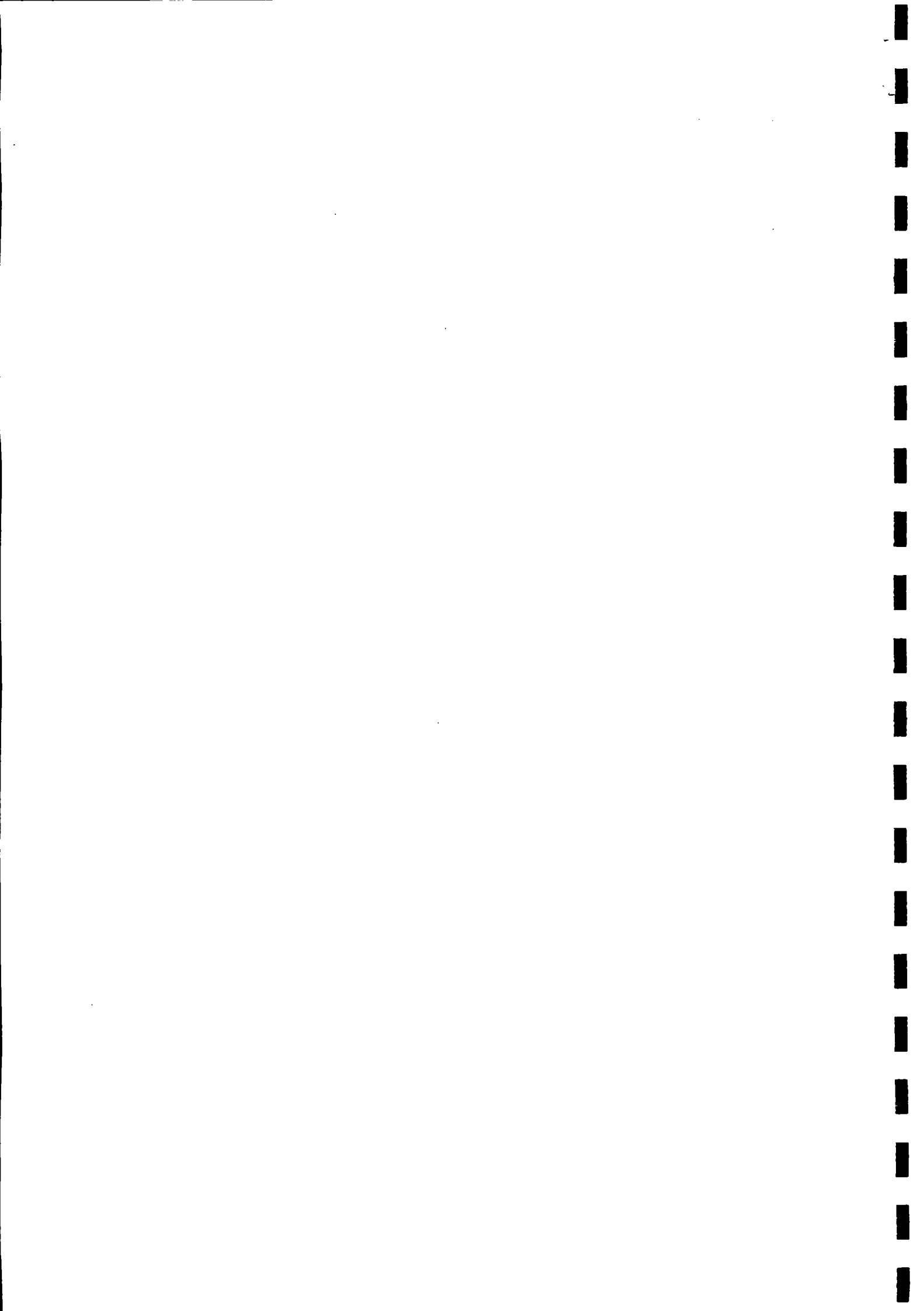


	<p>Manager in consultation with the Employer, which varies the Works.</p> <p><b>Force Majeure</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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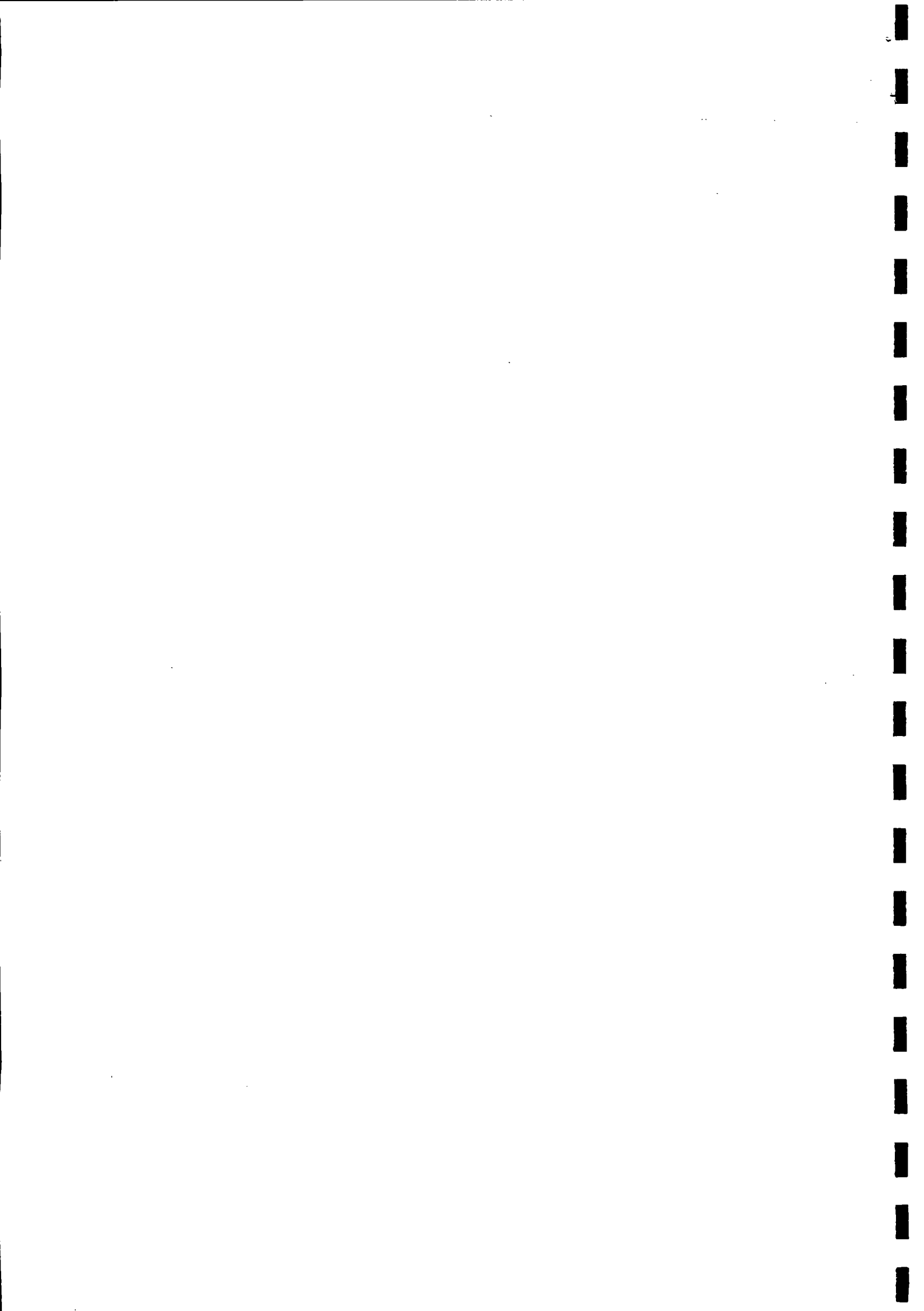




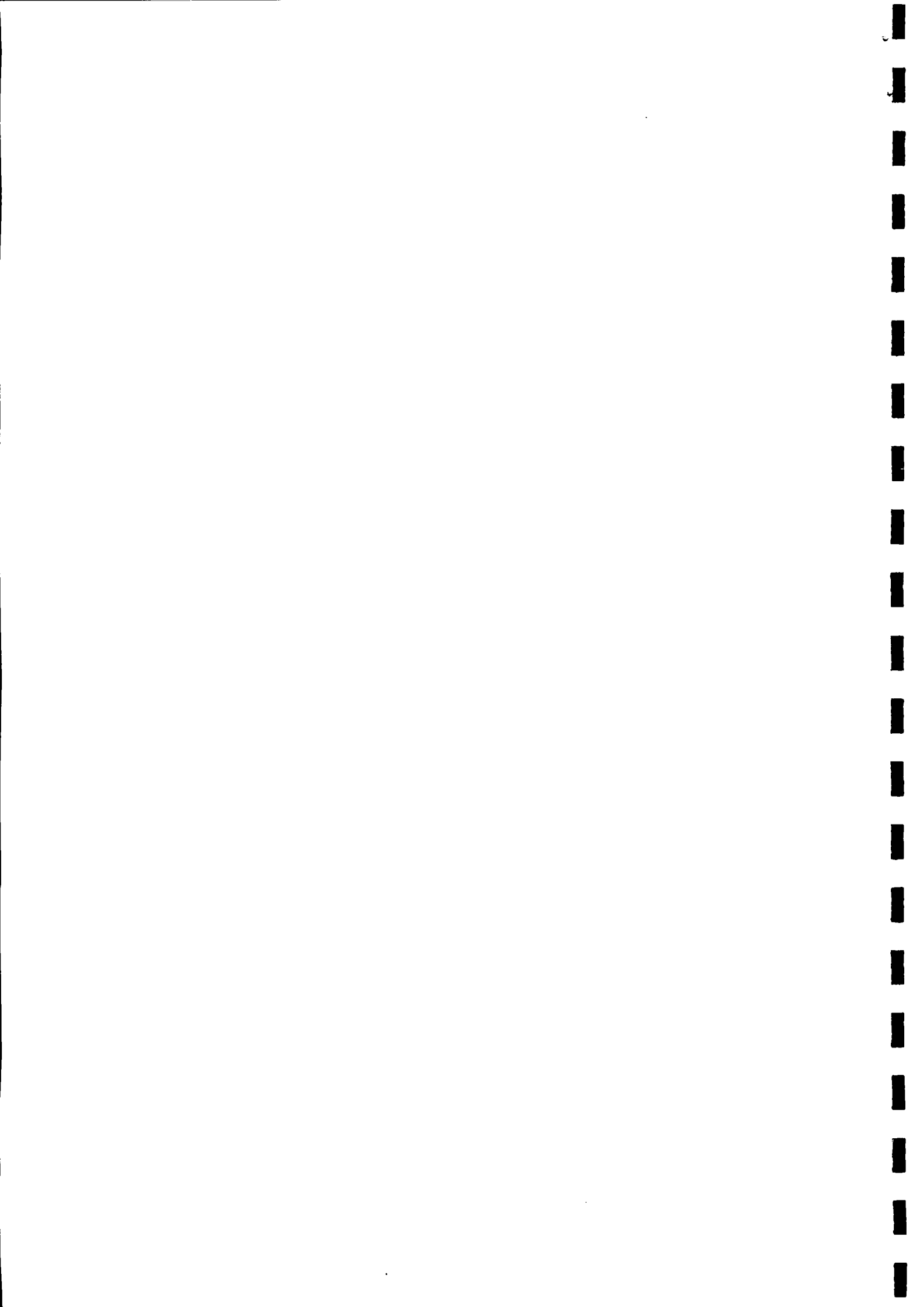
2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine.. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the <b>Special Conditions of Contract</b> , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Agreement,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement,</li> <li>(6) Specifications,</li> <li>(7) Drawings,</li> <li>(8) Bill of Quantities,</li> <li>(9) Contractor's Tender, and</li> <li>(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>



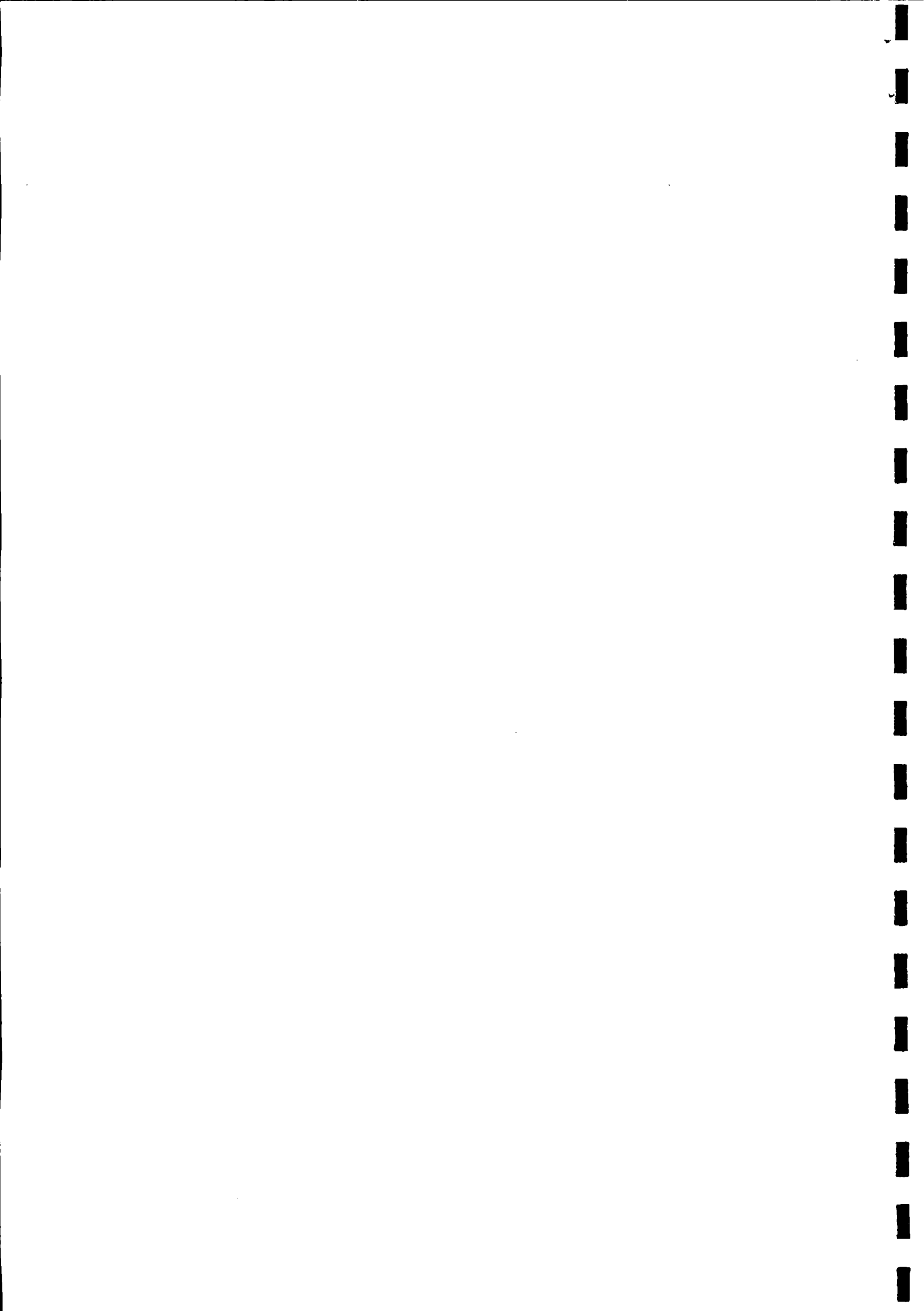
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3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-  a) Submission of performance Security in the form specified in the SCC; and  b) Furnishing of Advance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

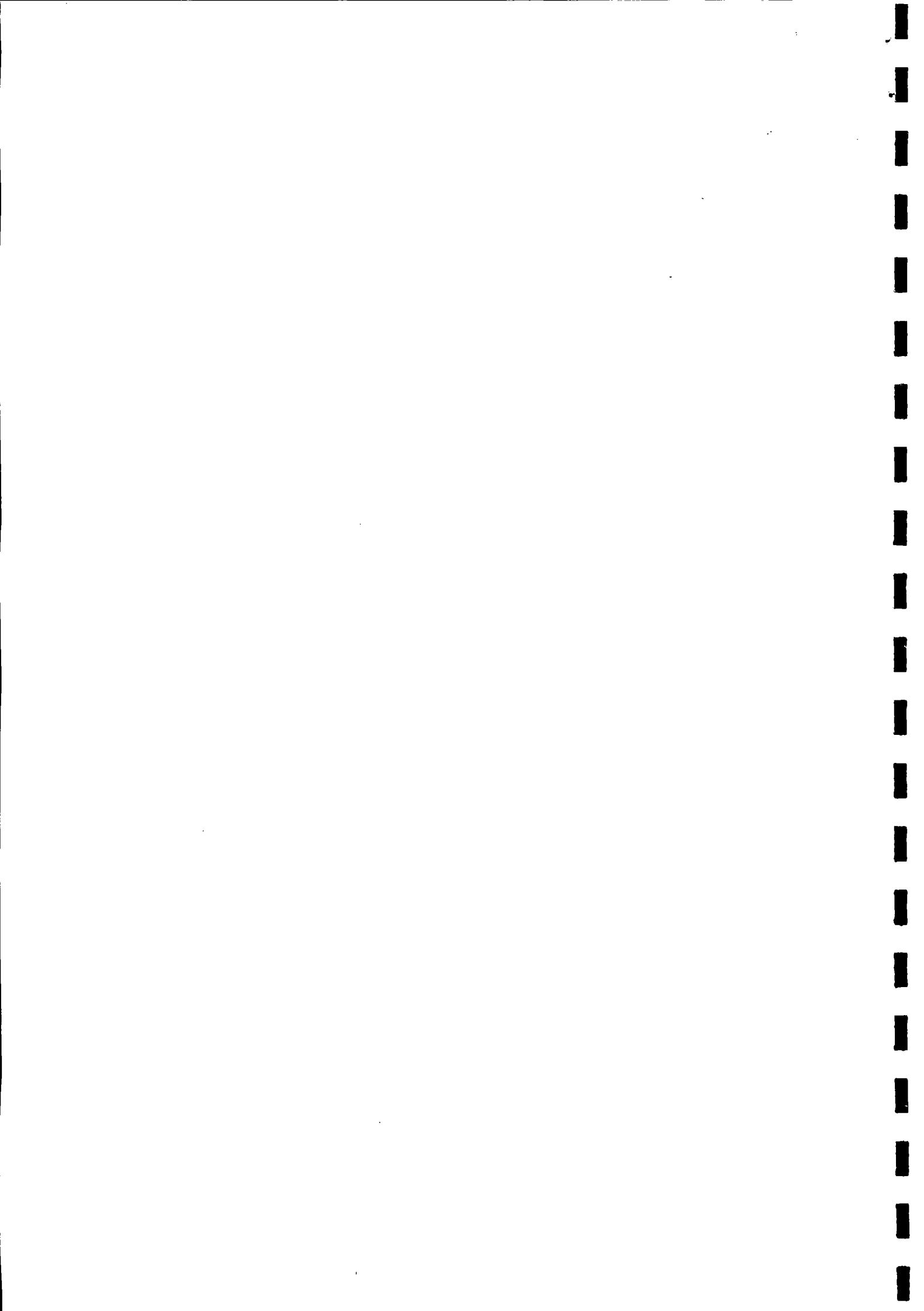


		the communication. A notice shall be effective when in writing only when it is delivered at the address specified in the <b>SCC</b> .
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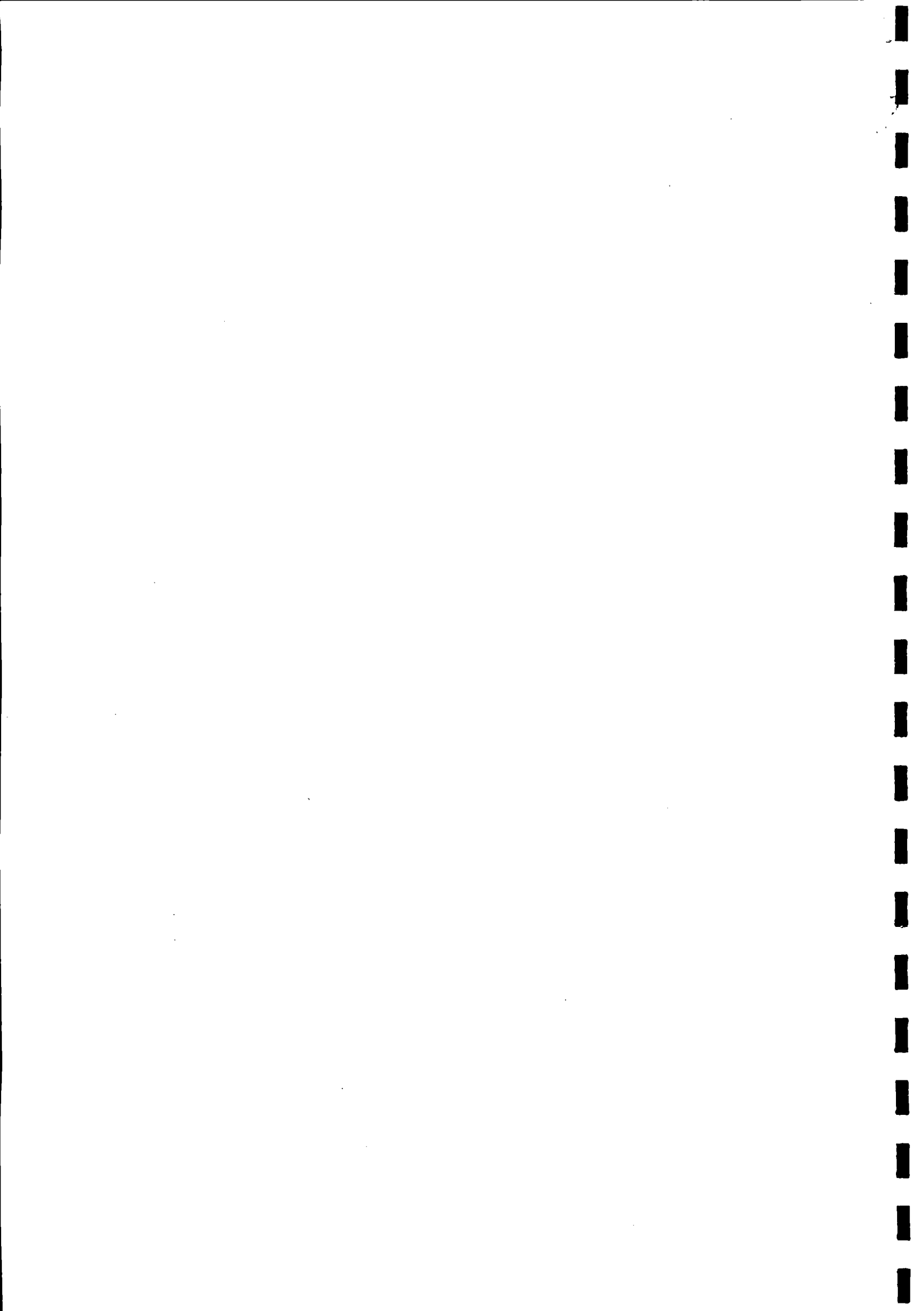




8. Sub contracting	8.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations
9. Assignment	9.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or any of the contractor's rights, claim or obligation under this Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	<p>If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> <li>(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</li> <li>(b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and</li> <li>(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</li> </ul>
11. Other Contractors	11.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
12. Personnel	12.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project



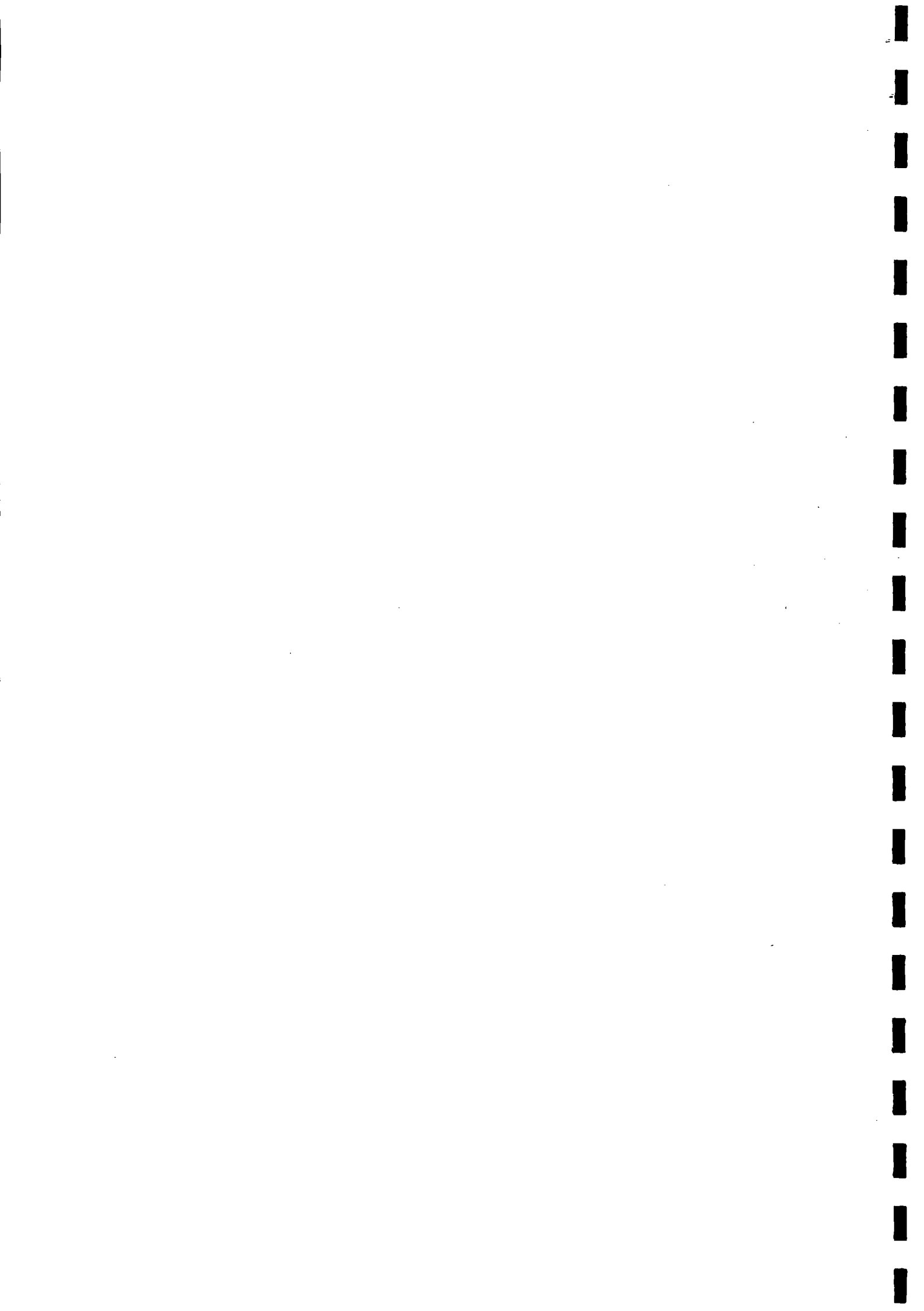
		Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
13. Employers and Contractor's Risks	13.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
14. Employers Risks	14.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.</p>
	14.2	From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss or damage to the Works, Plant, and Materials is an Employer's risk



		<p>except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
15. Contractor's Risks	15.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
16. Insurance	16.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p>
	16.2	<p>Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p>



	16.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies. <sup>9</sup>





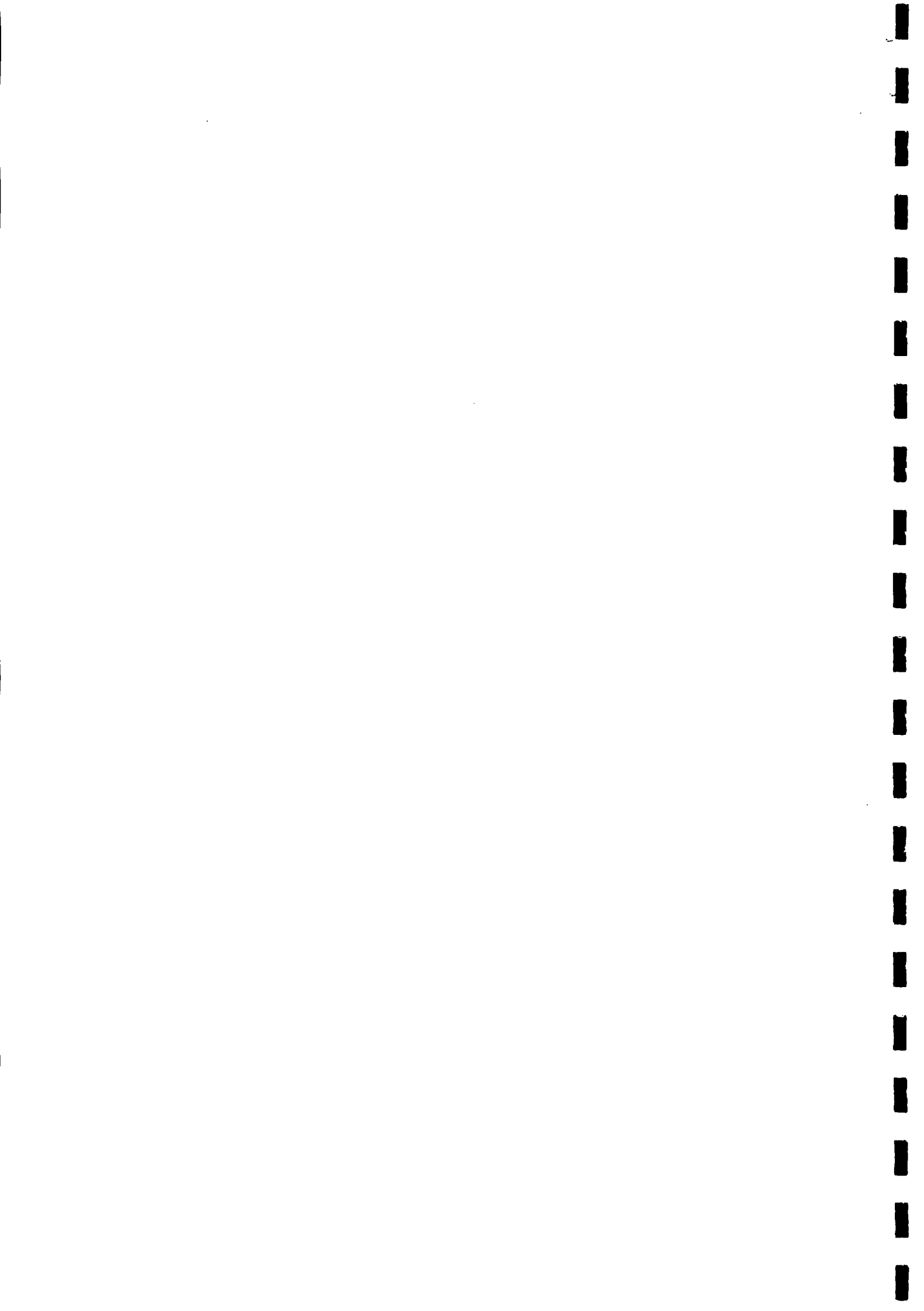
17. Site Investigation Reports	17.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement Date and shall carry out the Works in accordance with the Works Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
21. Approval by the Project Manager	21.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager.



22. Protection of the environment	22.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	22.2	The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.
23. Labour Laws	23.1	The Contractor shall comply with all the relevant labour laws applicable in the United Republic of Tanzania, including laws relating to workers employment, social security, working hours, health, safety, welfare and immigration.
	23.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
24. Taxes and Duties	24.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.
25. Health and Safety	25.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws
	25.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and



		damage to the property, as the Employer may reasonably require.
	25.4	The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor's personnel, the Employers Staff and the surrounding community.

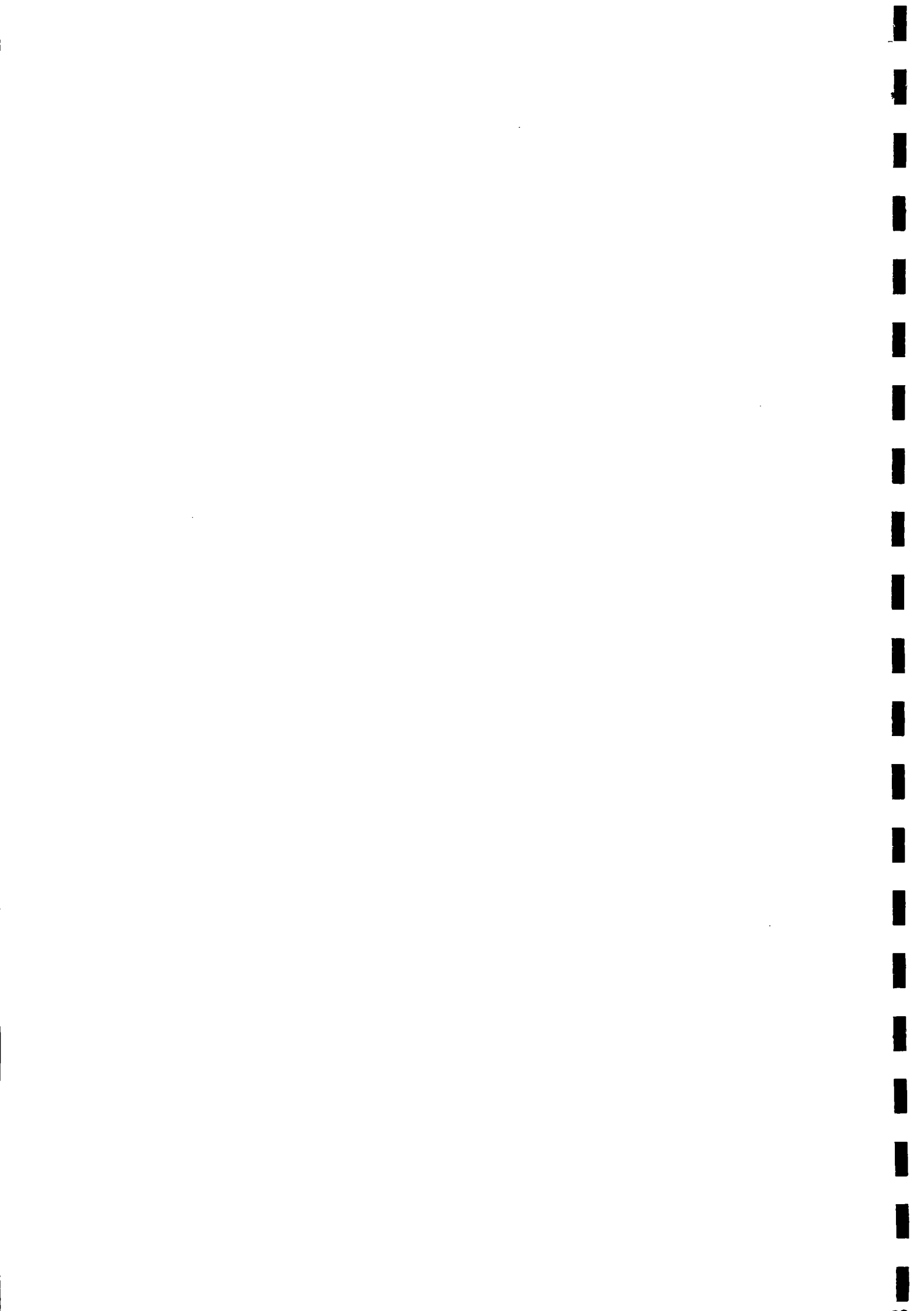


26. Discoveries	26.1	Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer.
	26.2	The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	26.3	The Contractor shall take reasonable precautions to prevent his workers or any other persons from damaging such discoveries and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager.
27. Possession of the Site	27.1	The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
28. Access to the Site	28.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
29. Instructions, inspections and audits	29.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract
	29.2	The Contractor shall permit the Government, of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania if so required.
30. Disputes Resolution	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the

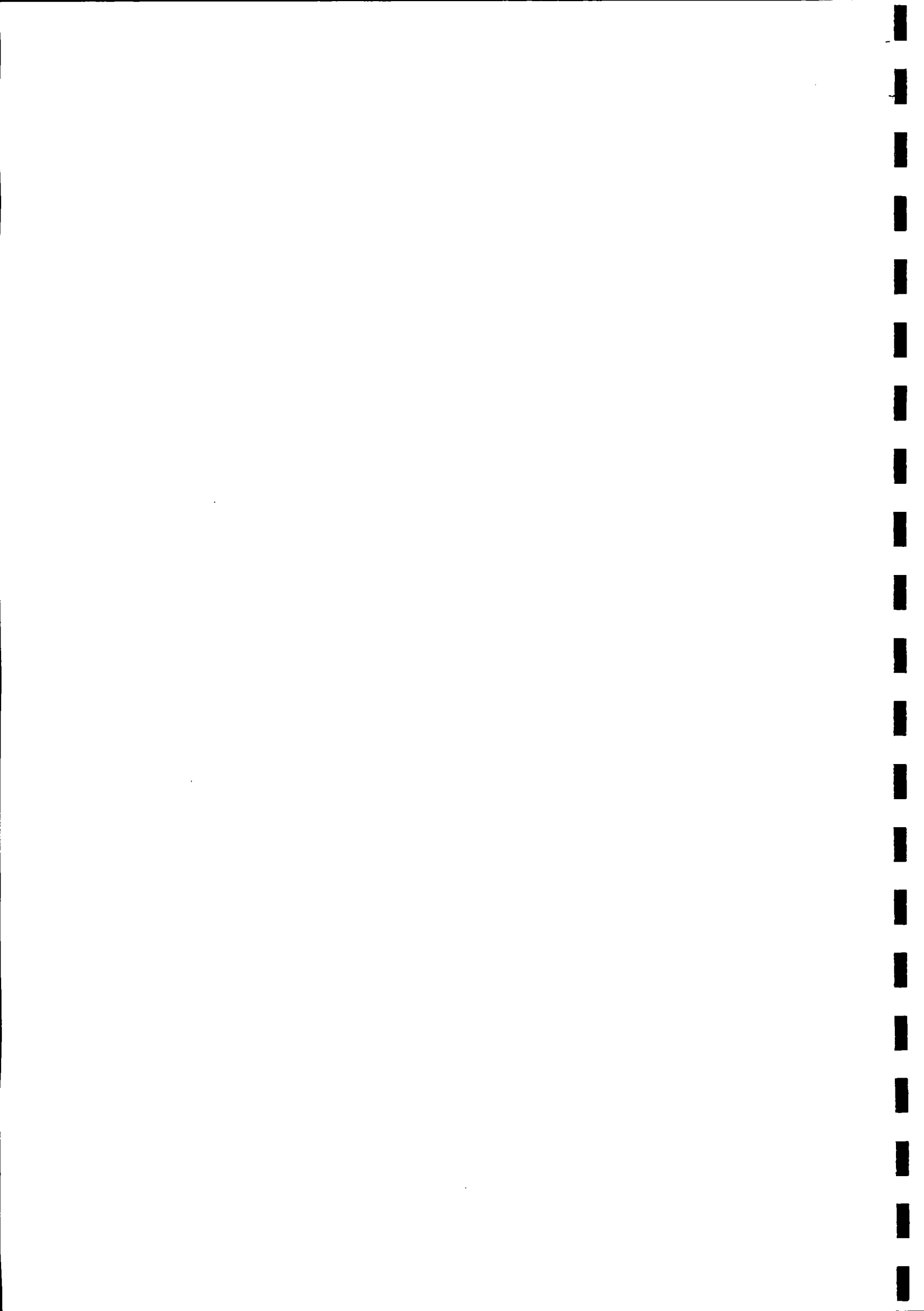




		<p>dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the SCC.</p>
	30.2	<p>After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.</p>
	30.3	<p>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.</p>



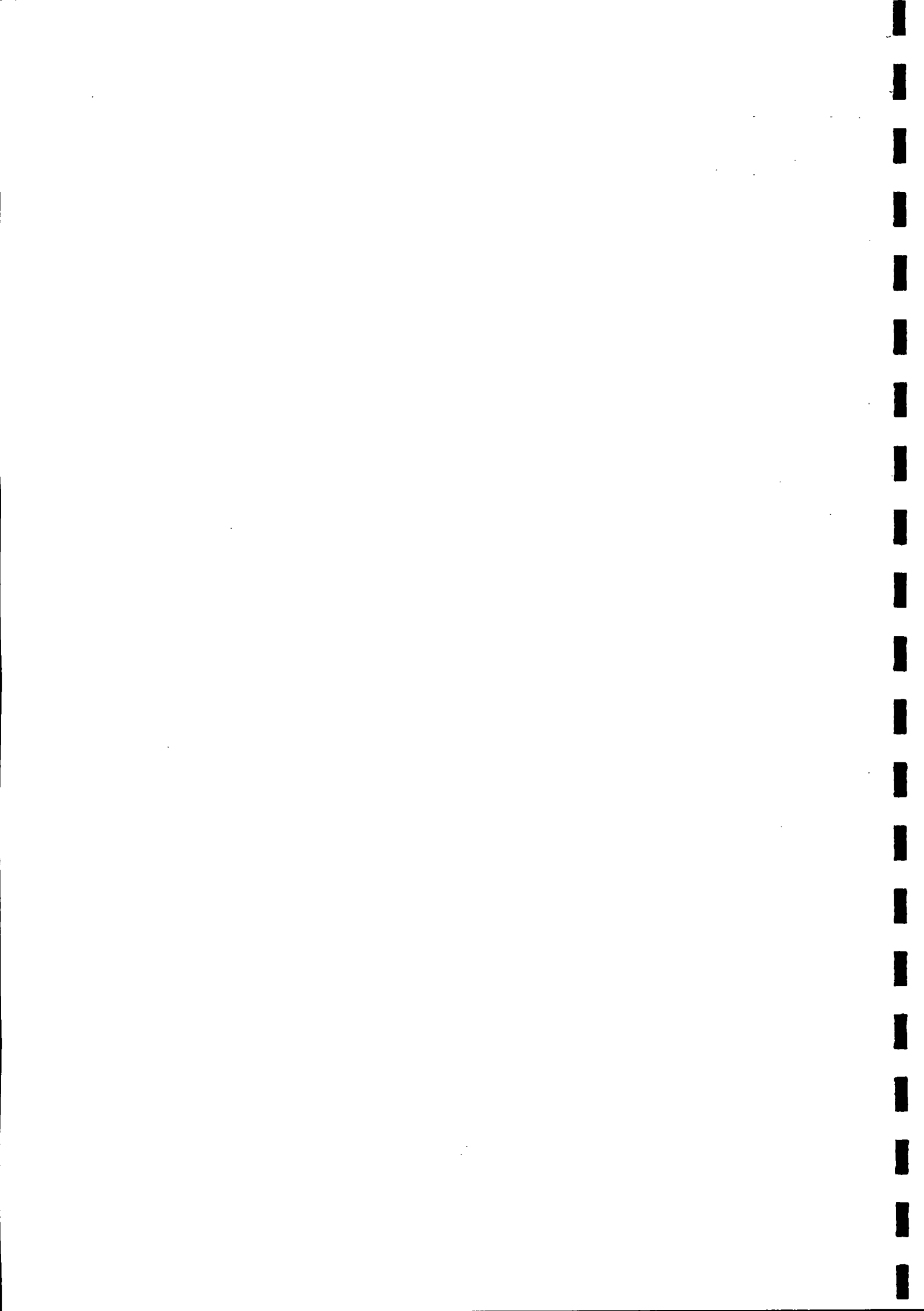
	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the <b>SCC</b> .
31. Fees and Costs of Adjudicator	31.1	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
32. Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
33. Security of the Site	33.1	Unless otherwise stated in the <b>SCC</b> ,  (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and  (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		<b>B. Time Control</b>



34. Program	34.1	Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	34.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	34.4	The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events if any.

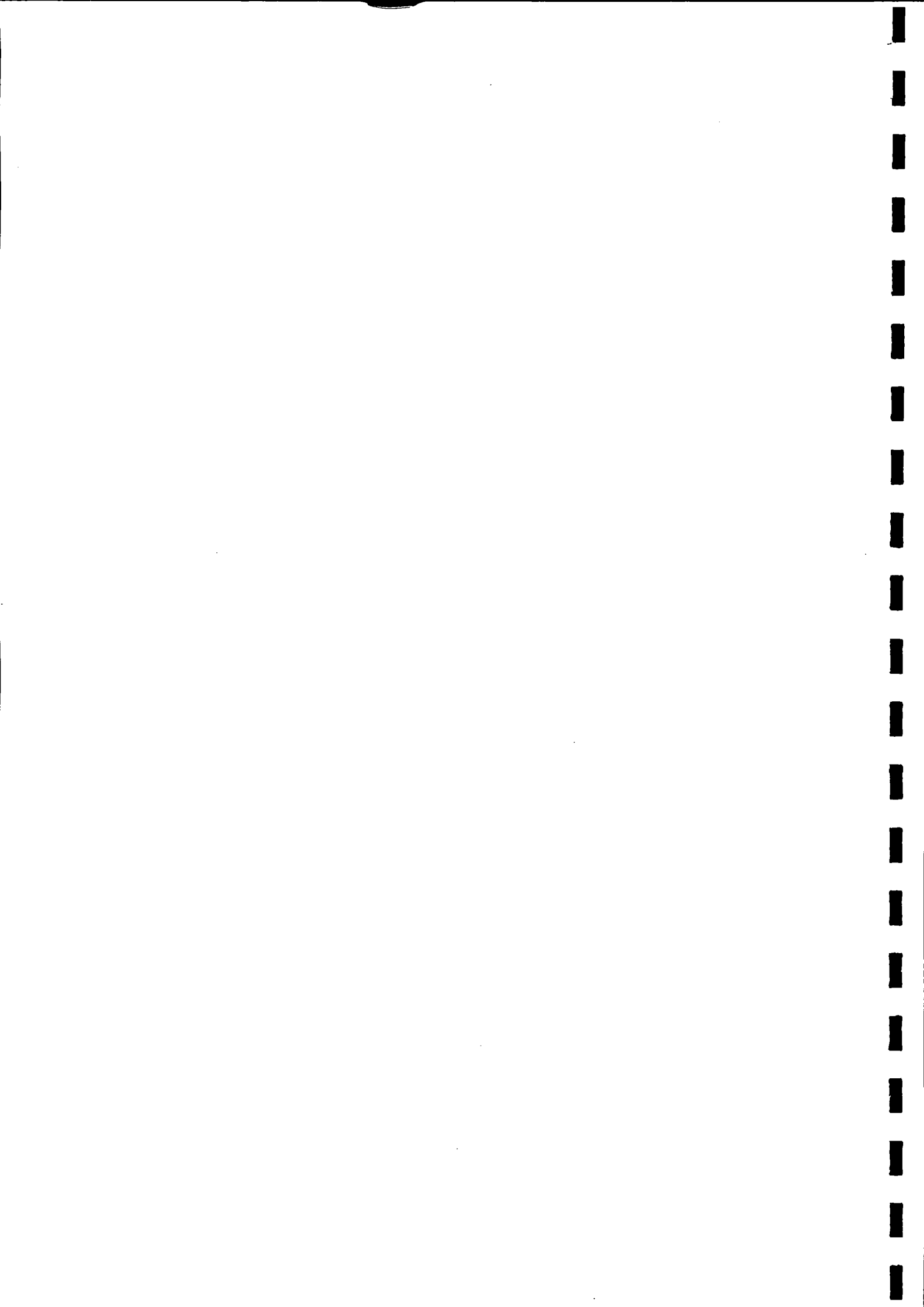


39. Early Warning Notice	39.1	The Contractor shall give an early warning notice to the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.
	39.2	The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event(s) or circumstance(s) could be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.

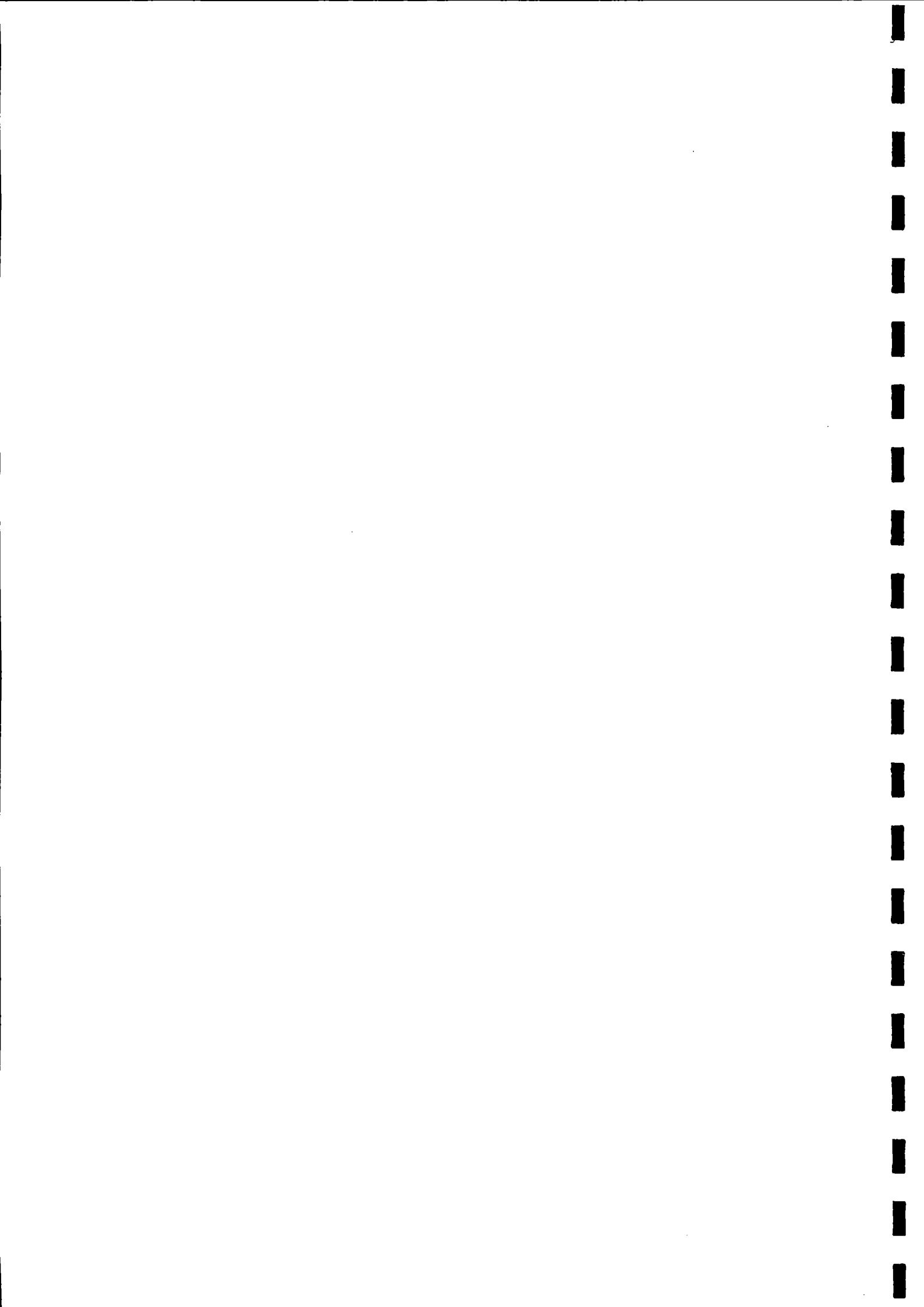




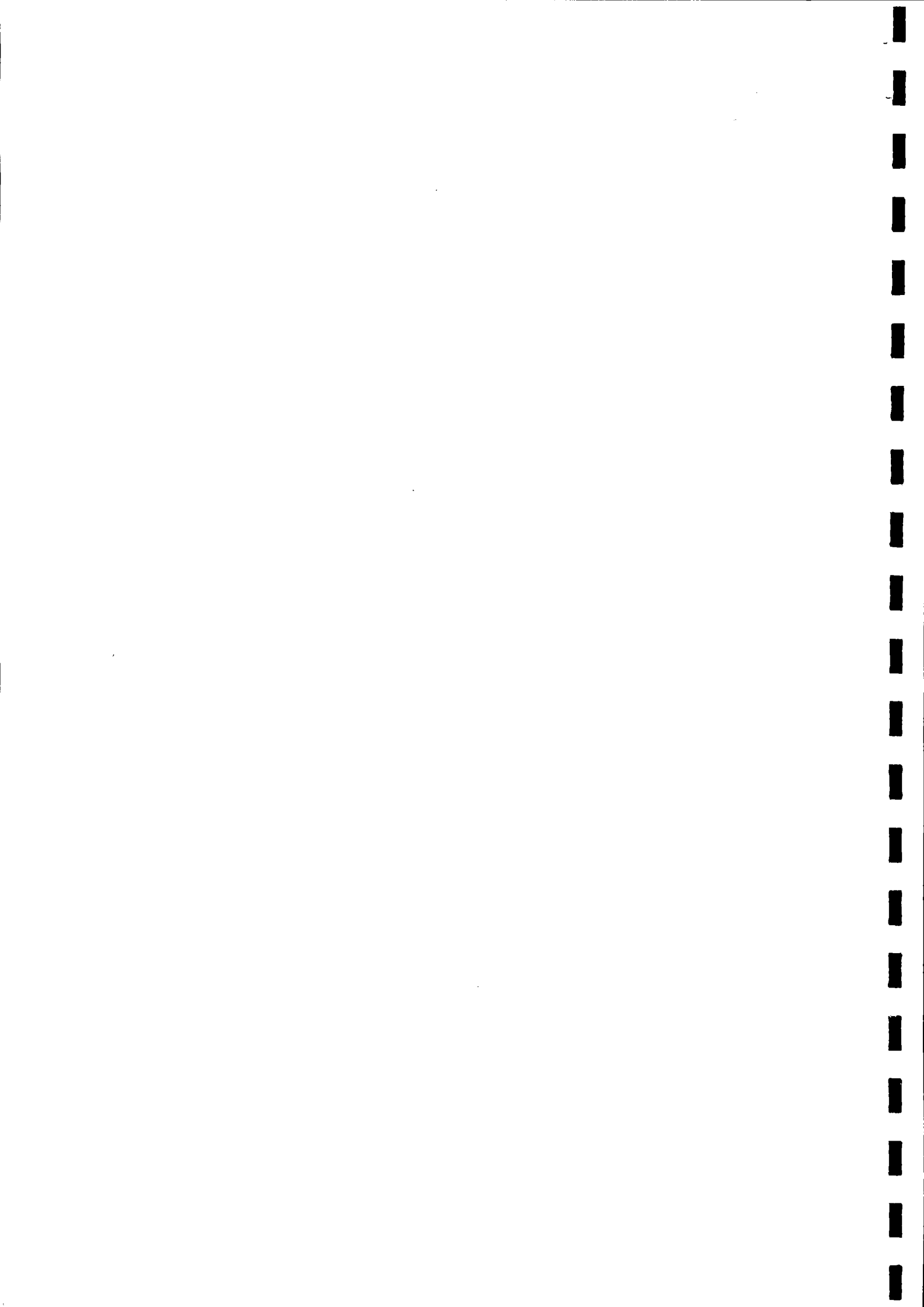
<b>C. Quality Control</b>		
40. Identifying Defects	40.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
	40.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion Date. .
43. Extension of Defect Liability Period	43.1	Every time notice of a Defect is given, the Contractor shall correct the notified Defect(s) within the period of time specified in the Project Manager's notice.
	43.2	The Defects Liability Period may be extended by the



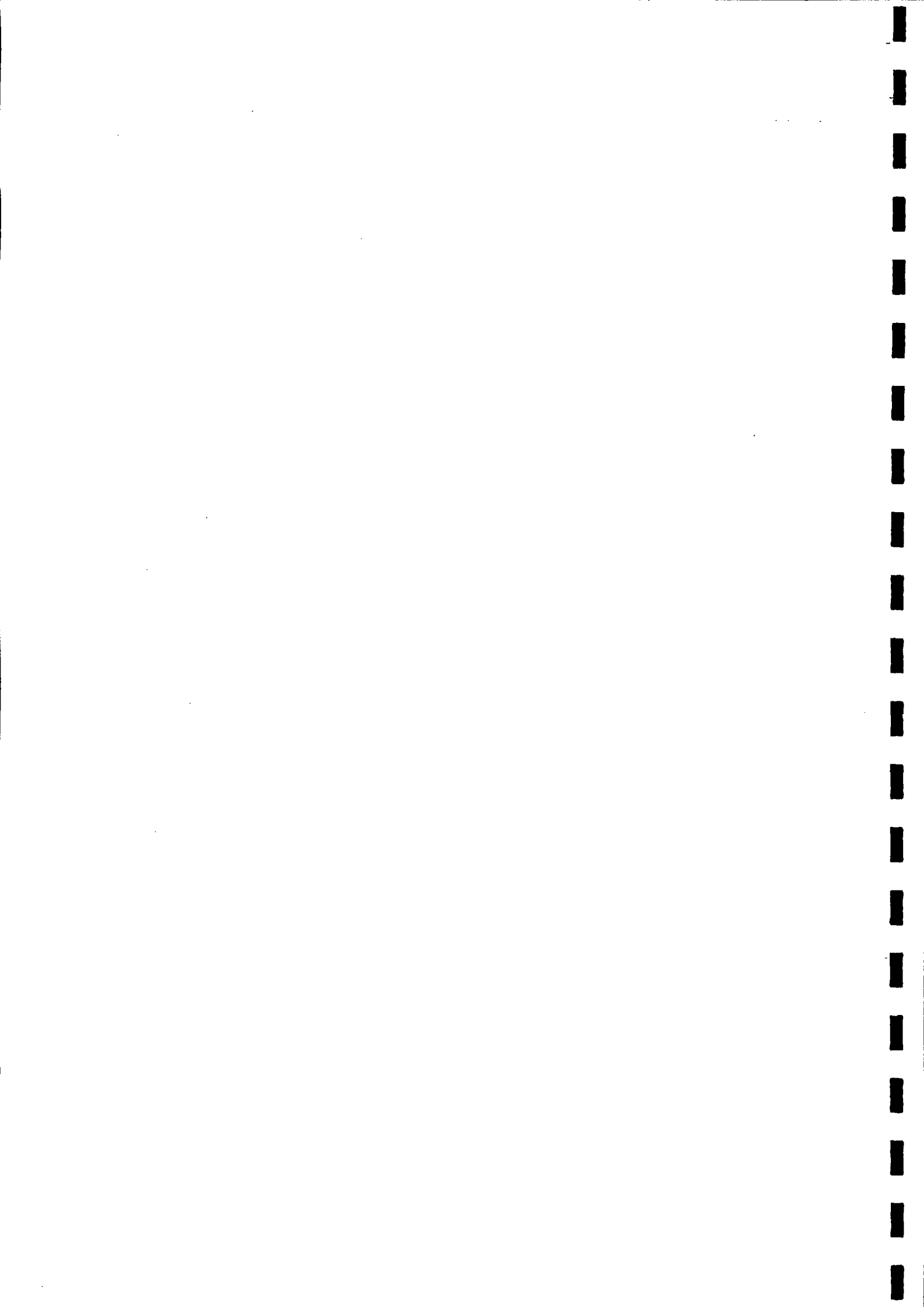
		Project Manager for as long as Defects remain to be corrected.
44. Uncorrected Defects	44.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
		<b>D. Cost Control</b>
45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
46. Changes in the Quantities	46.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	46.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.



	46.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
47. Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
48. Payments for Variations	48.1	The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	48.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is not above the limit stated in GCC 44.1 [Uncorrected Defects] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
	48.3	If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project

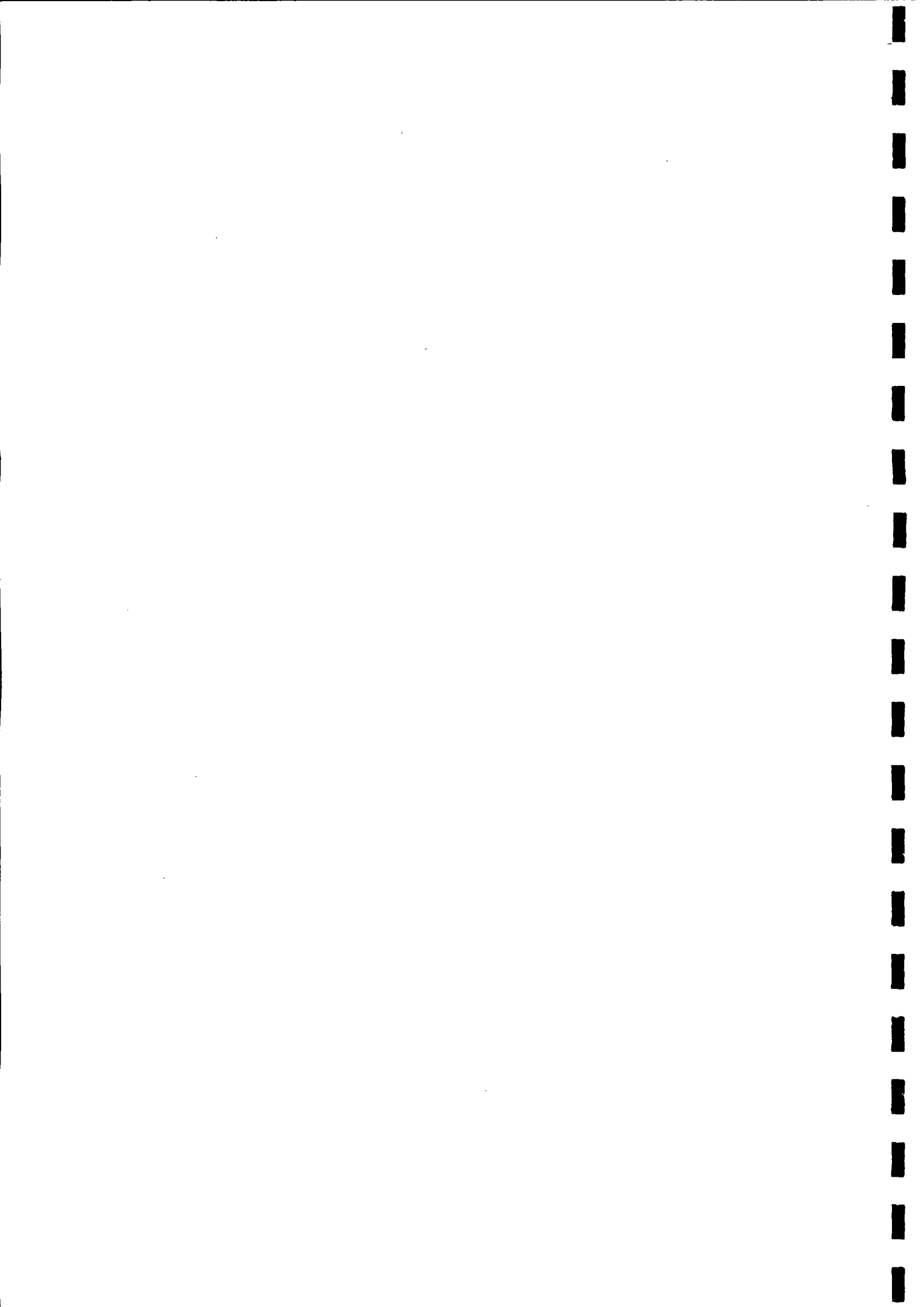


		Manager's own forecast of the effects of the Variation on the Contractor's costs.
	48.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	48.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning notice.
49. Cash Flow Forecasts	49.1	When the Works Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
50. Payment Certificates	50.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	50.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days from the receipt of the statement.

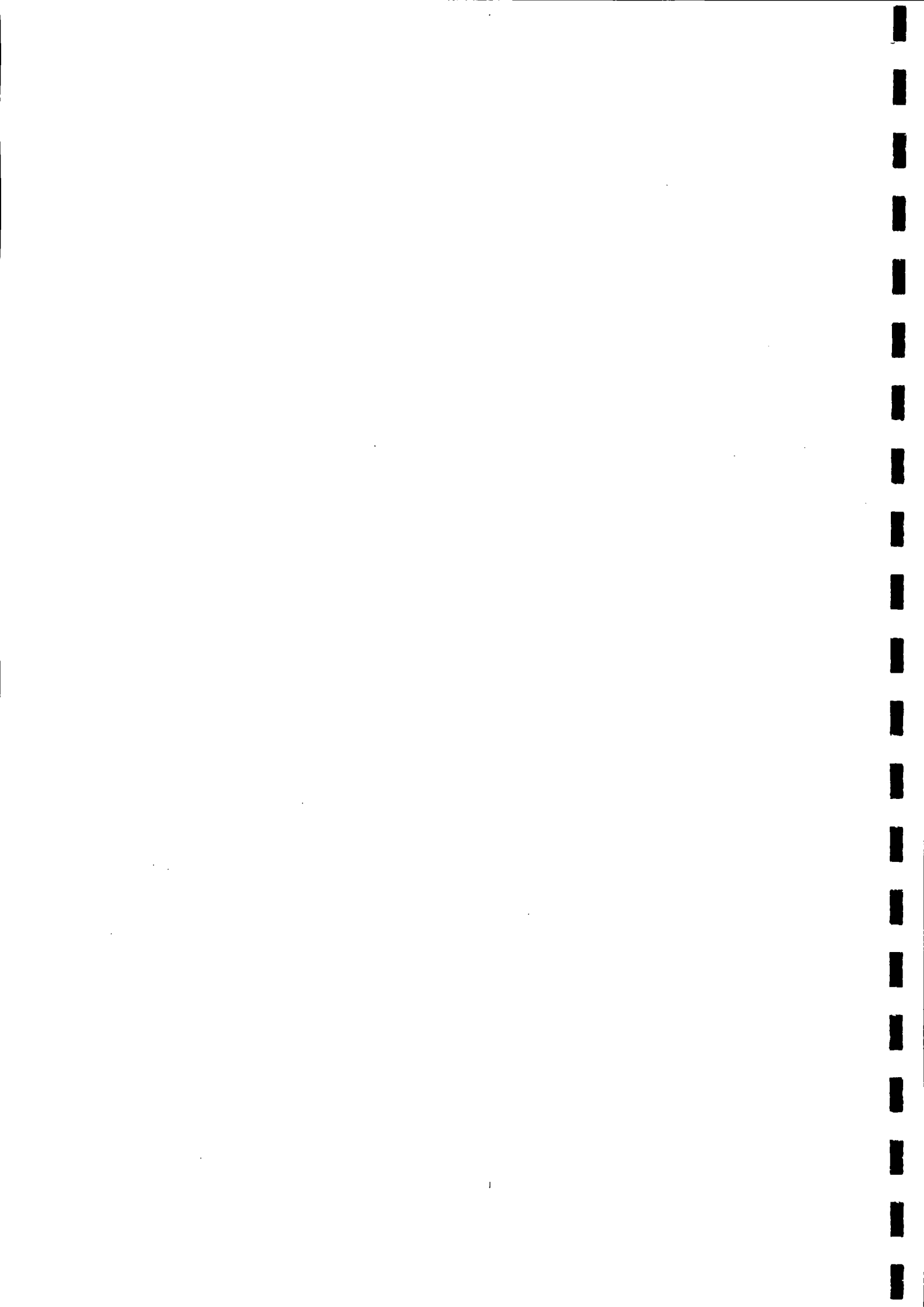




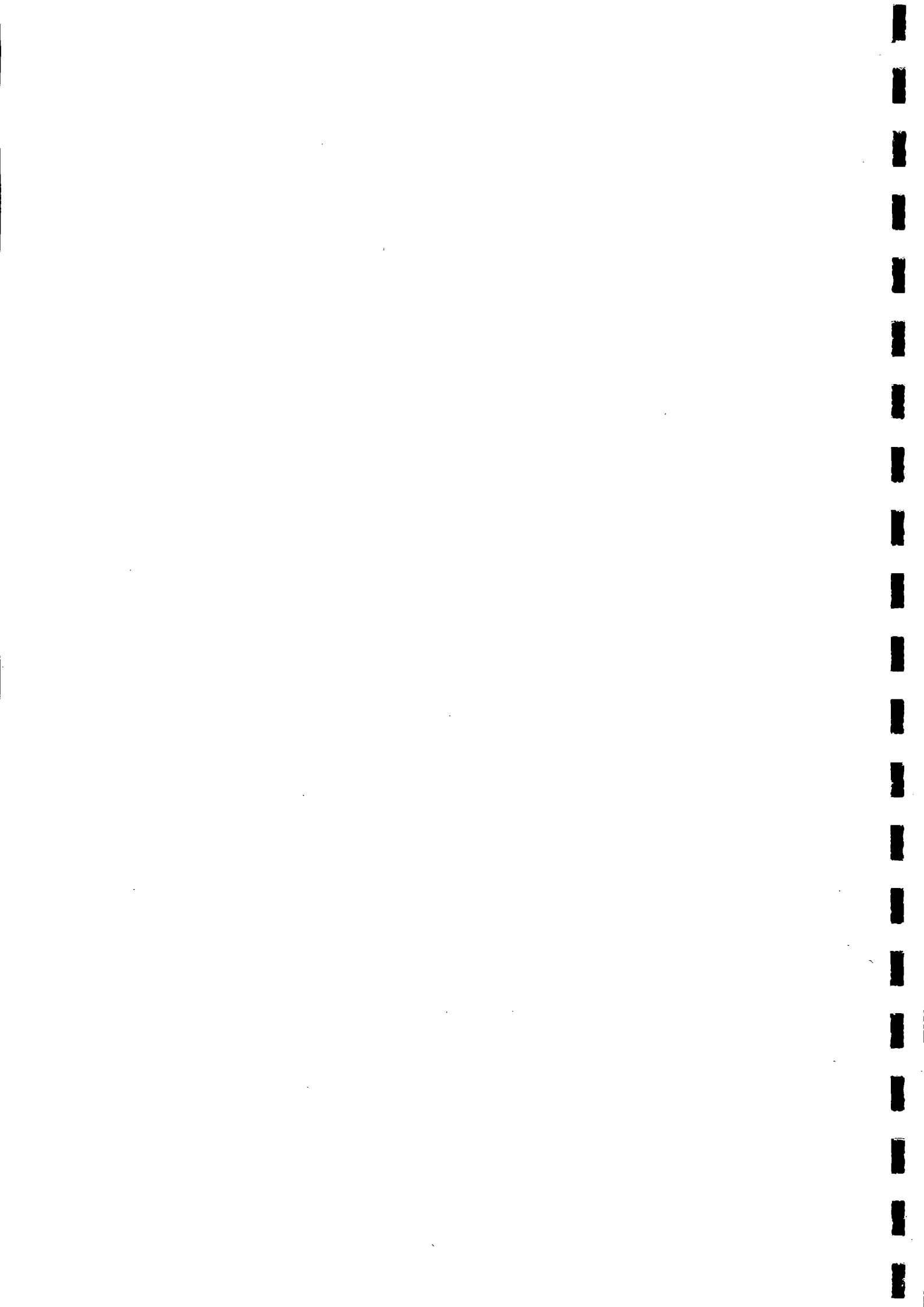
50.3	The value of work executed shall be determined by the Project Manager.
50.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.
50.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
50.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the <b>SCC</b> .



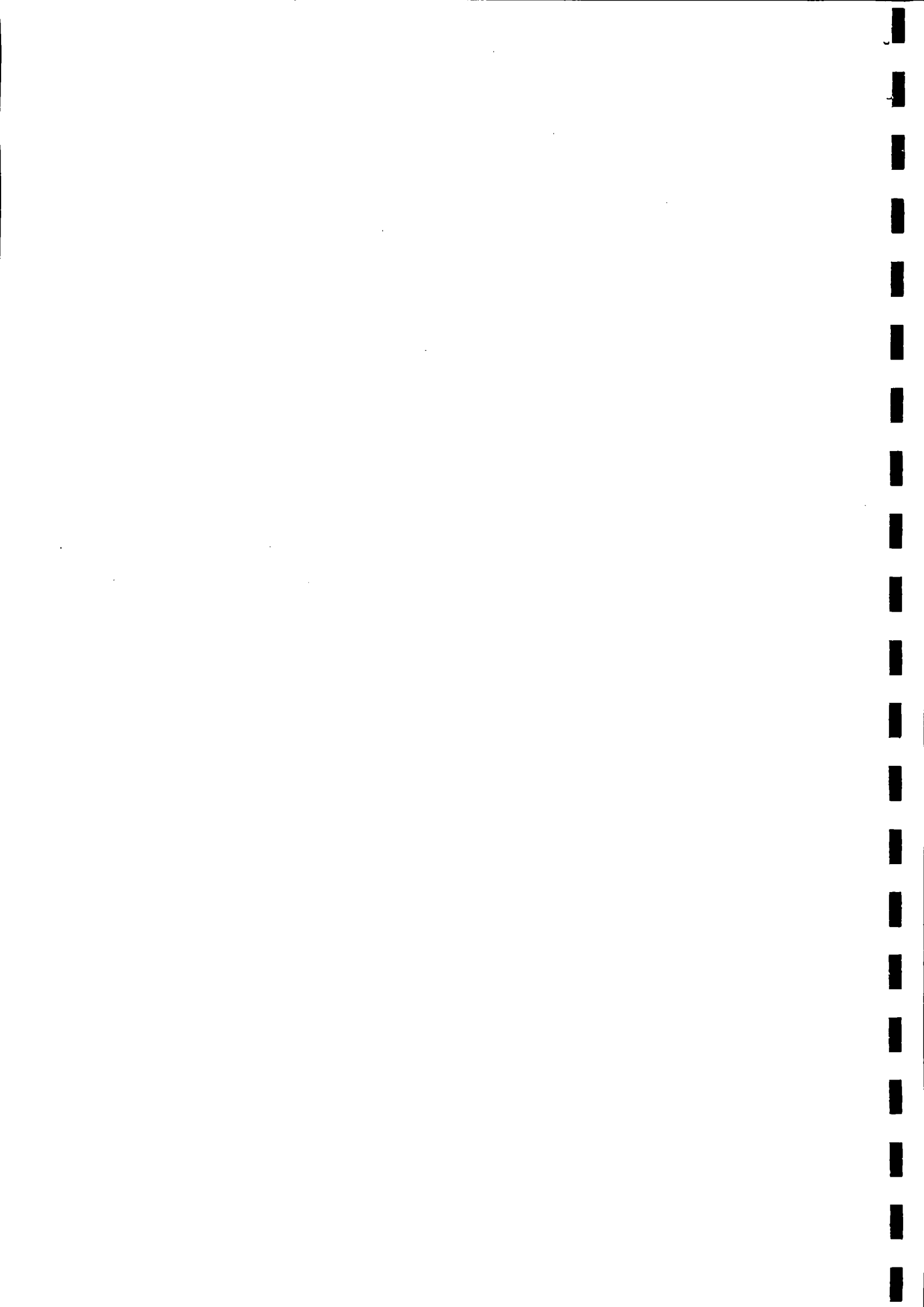
51. Payments	51.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.
	51.2	If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	51.3	Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
	51.4	Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.



52. Currencies	52.1	The currency of payment shall be stated in the SCC.
		Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature.
53. Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the <b>Special Conditions of Contract</b>.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before</li> </ul>

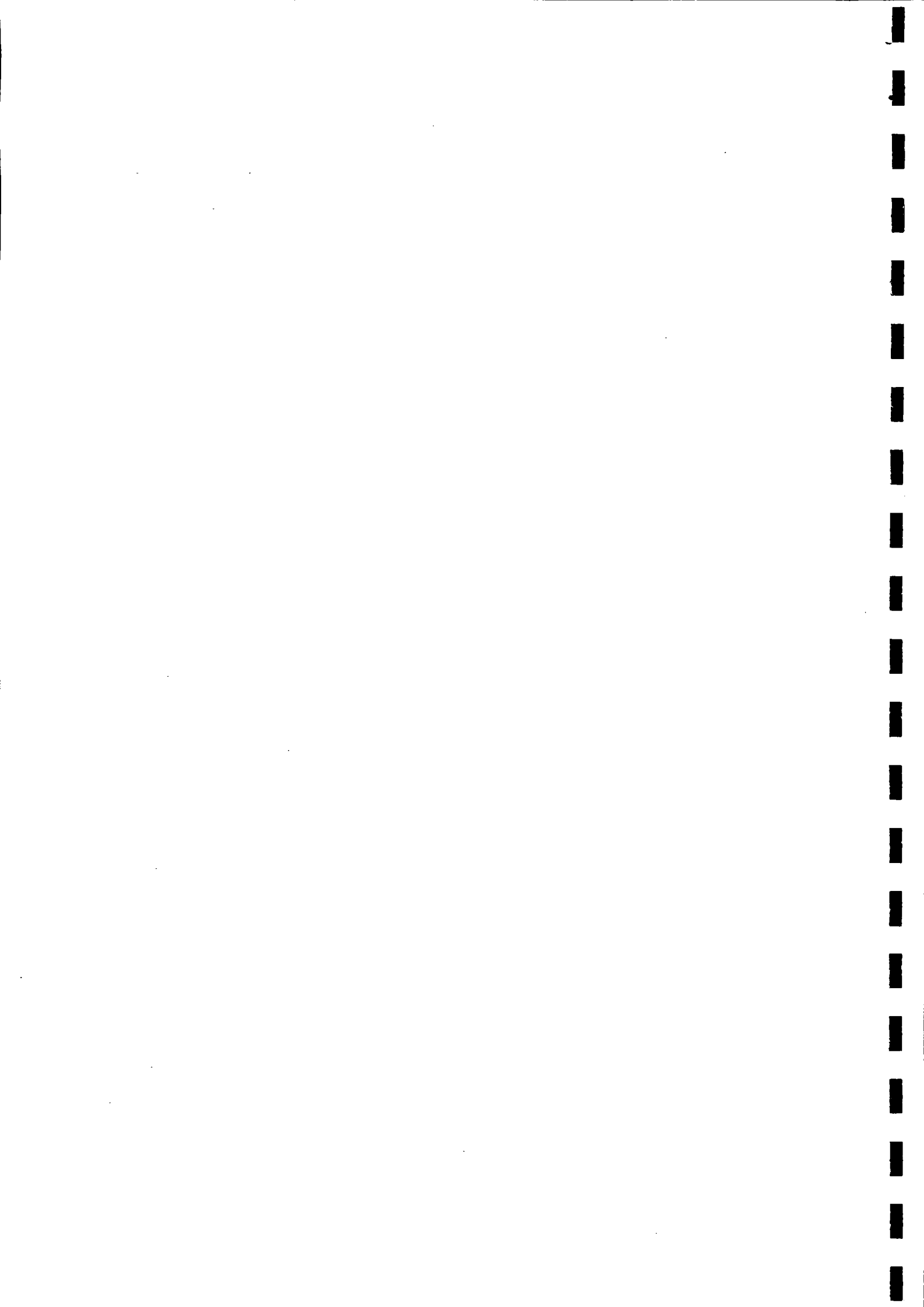


		<p>issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.</p>
	53.2	<p>If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by, how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be</p>

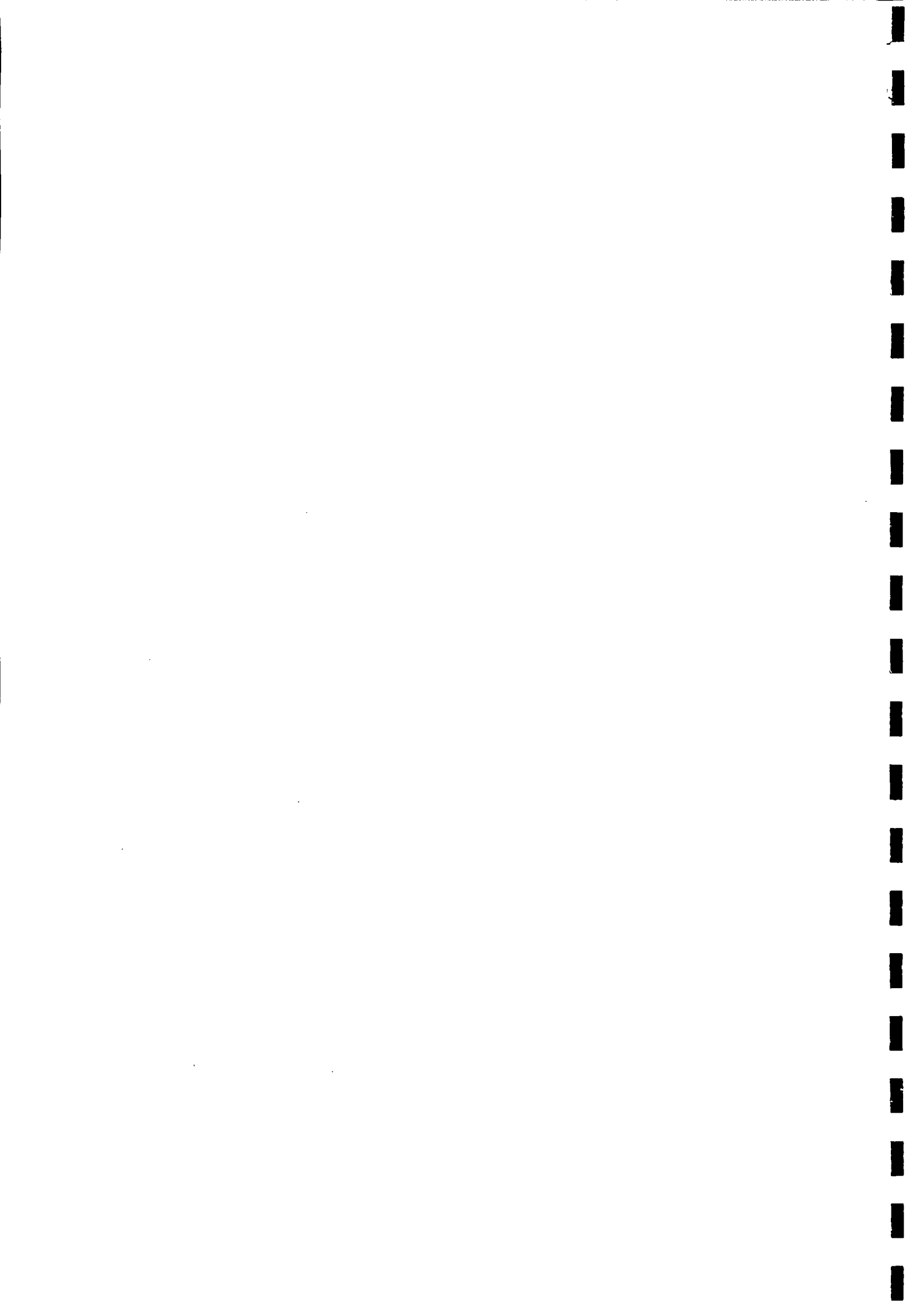




		extended.
	53.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
	53.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project Manager.



54. Effect of Changes in Tax Laws	54.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate.
	54.2	The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 55 [Price Adjustment].
	54.3	In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.
55. Price Adjustment	55.1	The amounts payable to the Contractor, pursuant to GCC 50.1 [Payment Certificate], may be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	55.2	To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.
	55.3	The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be



determined by a formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

$$P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + \text{etc.}$$

where;

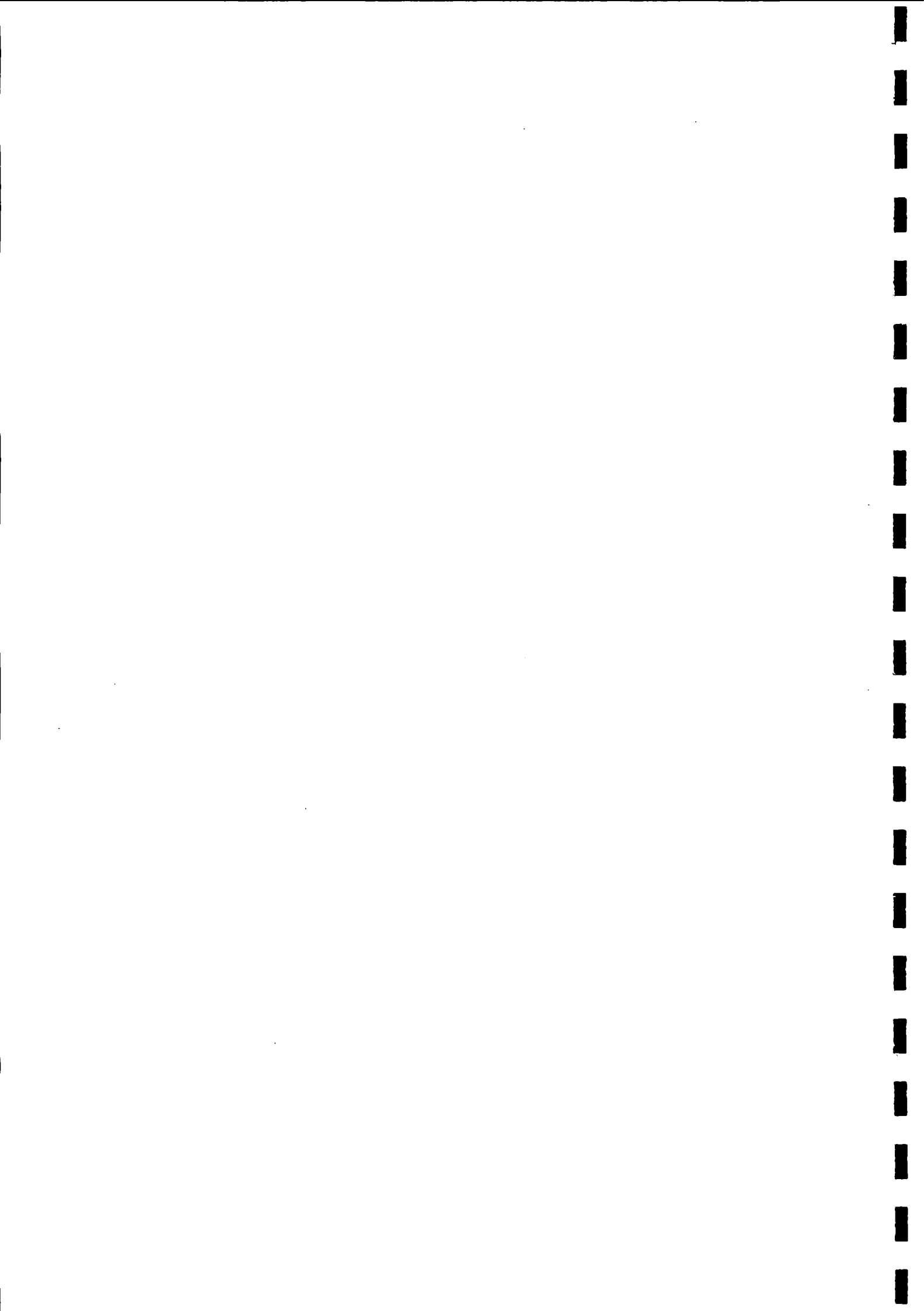
$P_n$  is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

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

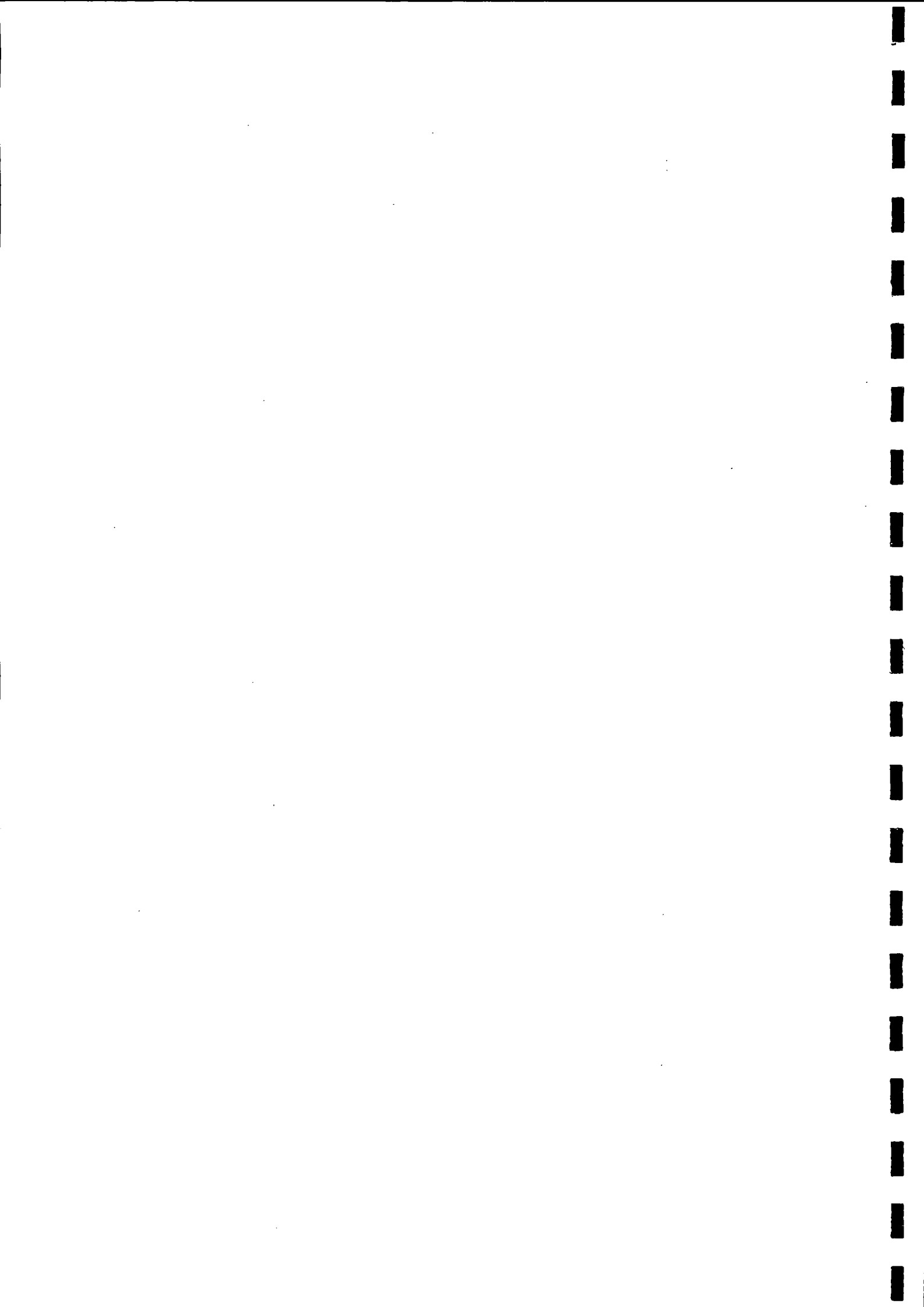
$b, c, d, \text{etc.}$ , are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Tender**; the sum of  $a, b, c, d, \text{etc.}$ , shall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

$L_n, M_n, E_n, \text{etc.}$ , are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "n," determined pursuant to GCC 55.5, applicable to each cost element; and

$L_o, M_o, E_o, \text{etc.}$ , are the base cost indices or reference prices corresponding to the above cost elements at the

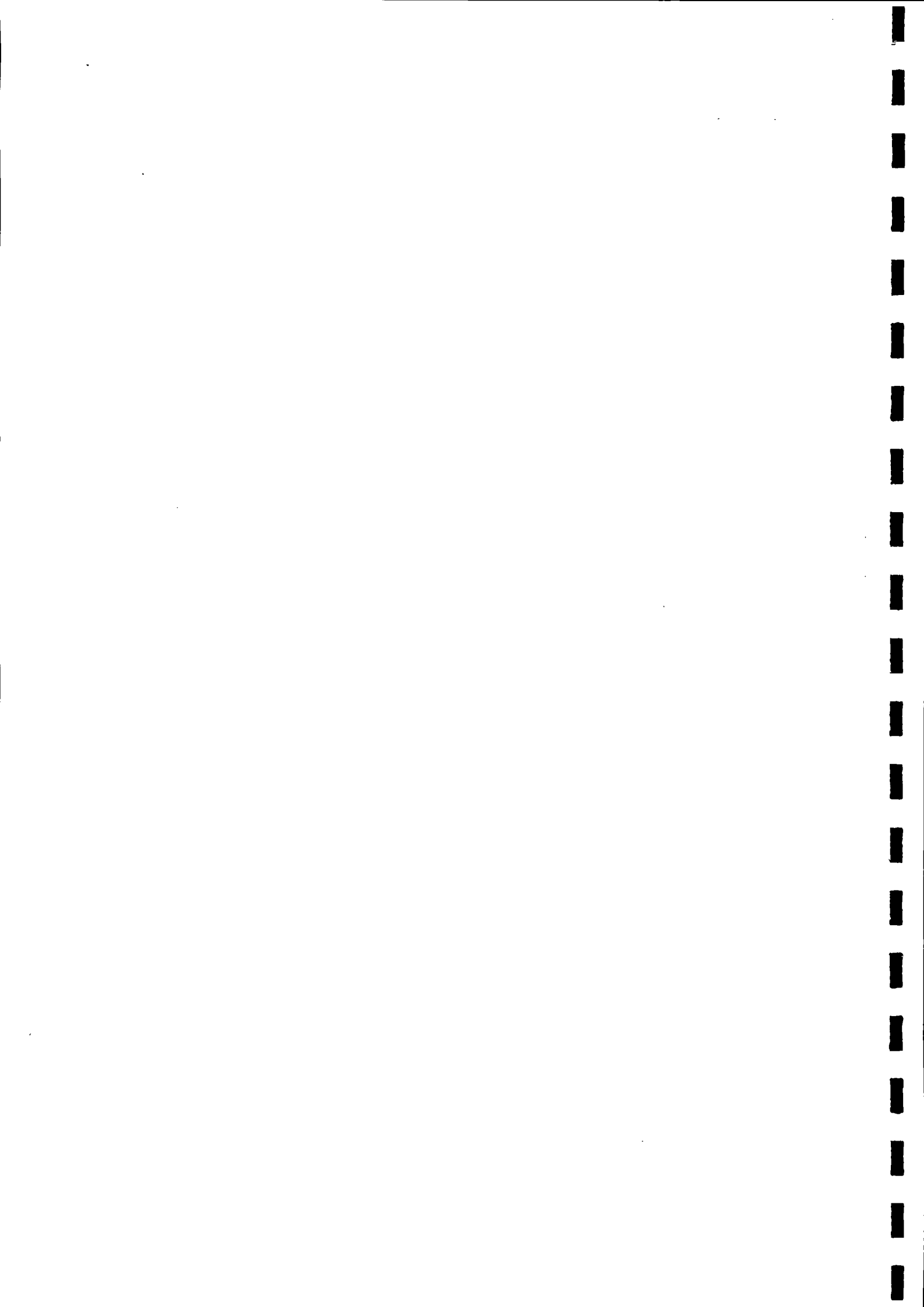


		<p>date specified in GCC 55.5</p> <p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.</p> $F = PnxPc$ <p>where;</p> <p>The effective value Pc of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under GCC 44 [Uncorrected Defects] (before deduction of retention money and before deducting sums previously paid on account) less:</p> <ul style="list-style-type: none"> <li>• any amount for payment or repayment of any advance payment;</li> <li>• any amount for materials on site (if any);</li> <li>• any amounts for nominated sub-contractors (if any)</li> <li>• any amounts for any other items based on actual cost or current prices; or</li> <li>• any sums for increase or decreases in the Contract Price paid under GCC 55.3</li> </ul> <p>and</p> <p>(ii) the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the <b>Appendix to Tender</b>, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of</p>

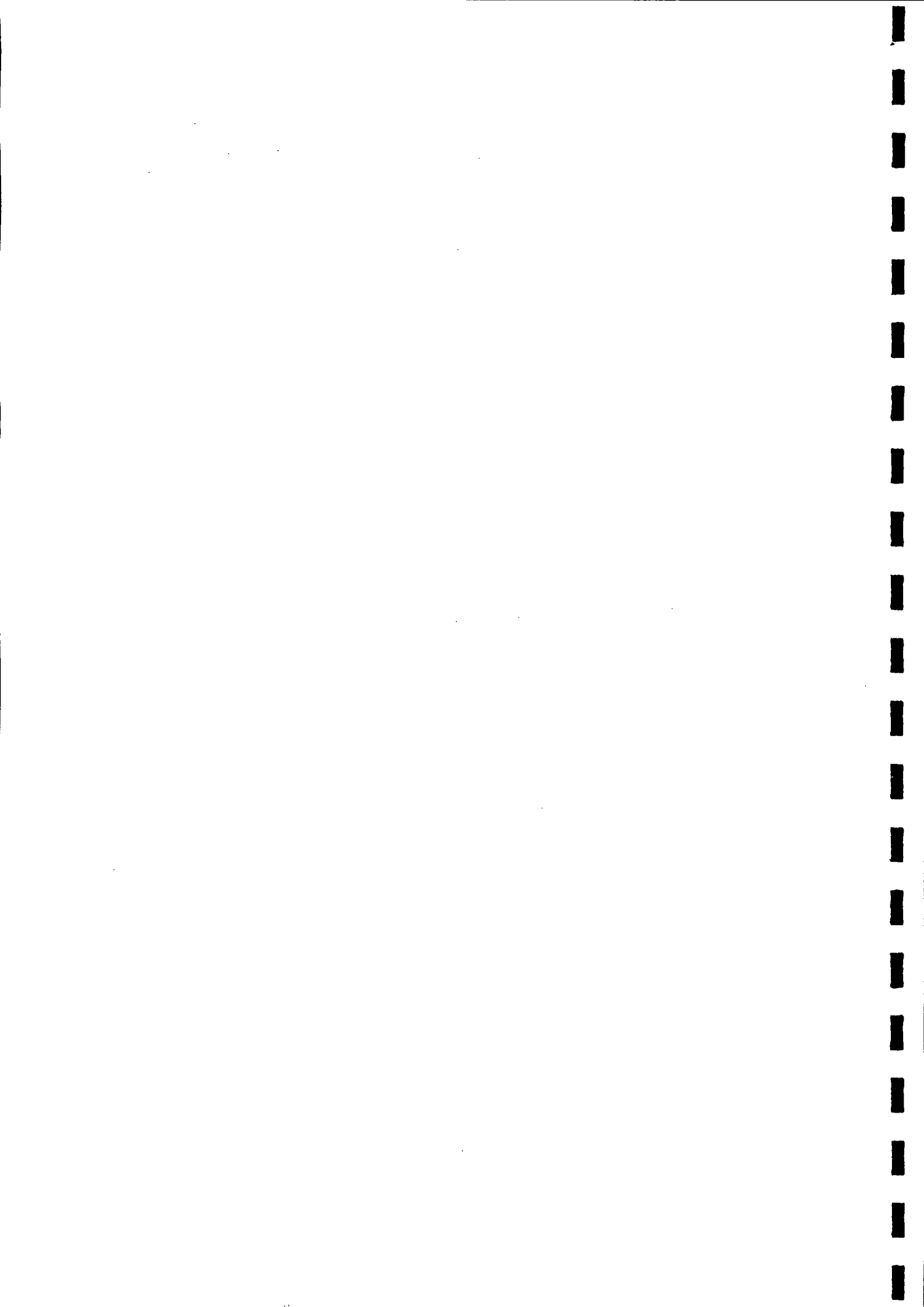




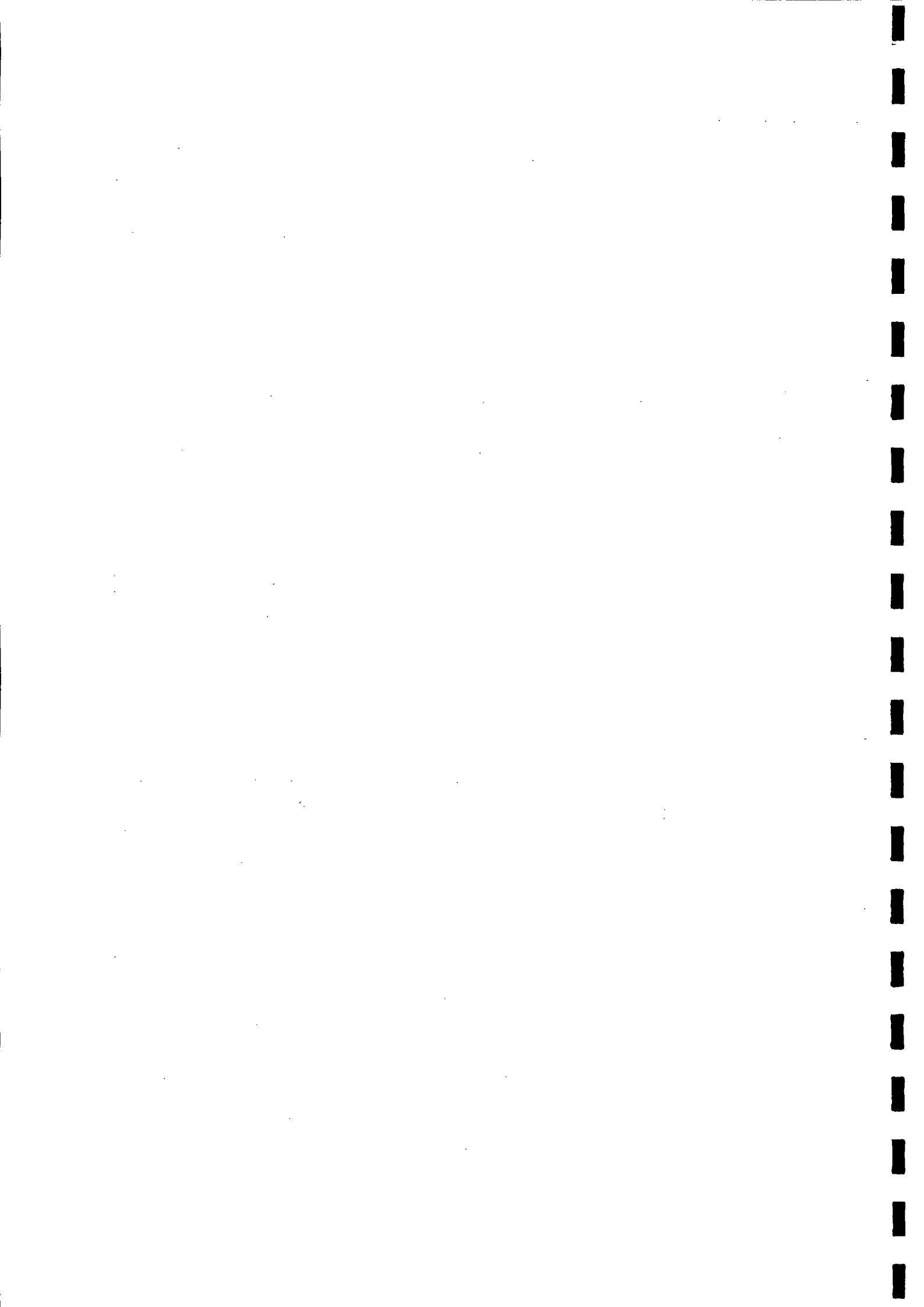
		supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the <b>Appendix to Tender</b> , which shall be subject to approval by the Project Manager.
	55.5	The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available
	55.6	If the Contractor fails to complete the Works within the time for completion prescribed under GCC 20 [Commencement and Completion of Works] adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 35 [Extension of the Intended Completion Date], the above provision shall apply only to adjustments made after the expiry of such extension of time.
	55.7	The weightings for each of the factors of cost given in the <b>Appendix to Tender</b> shall be adjusted if, in the opinion of



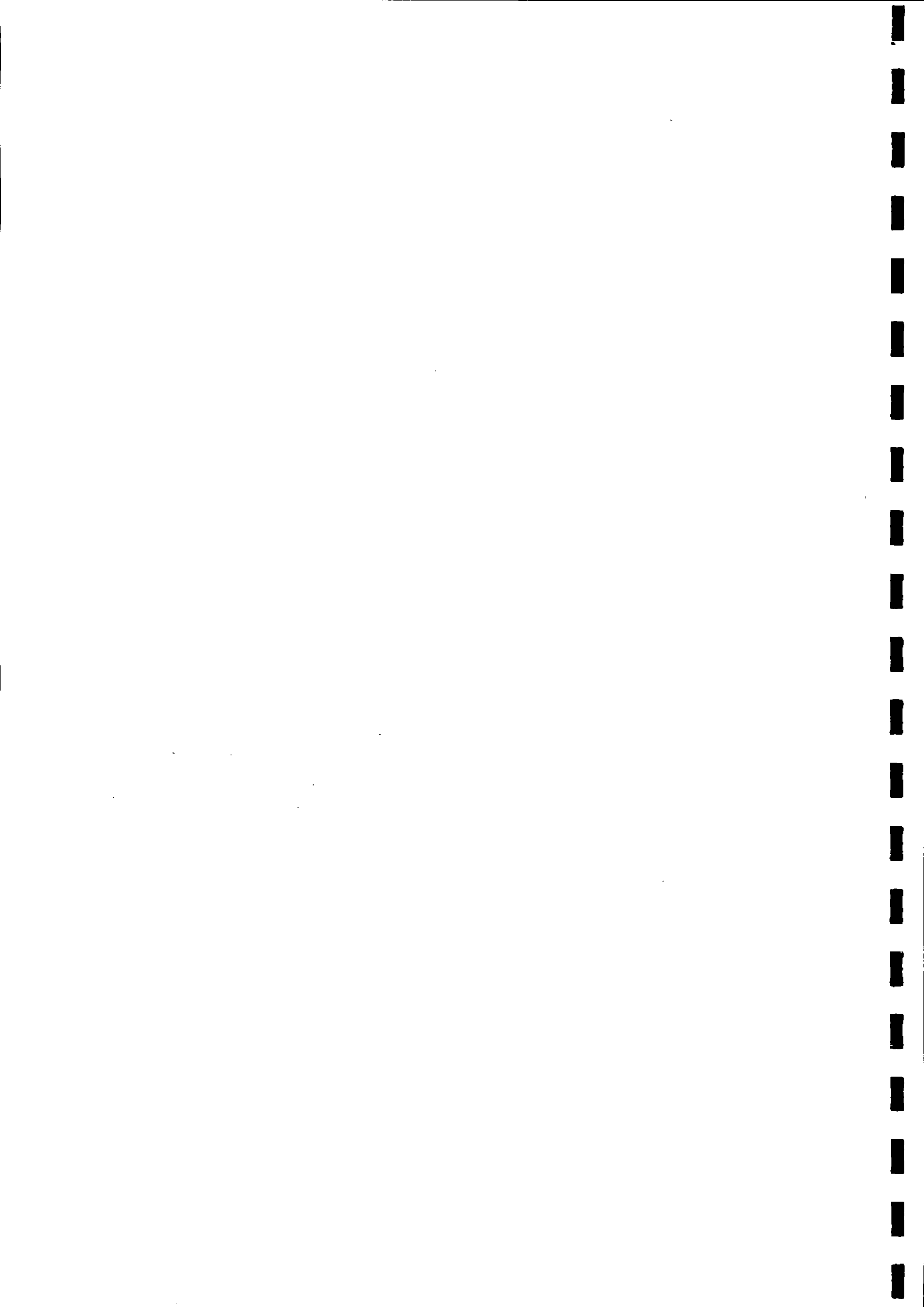
		the Project Manager, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 48 [Payment for Variations] or for any other reason.
56. Retention	56.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the <b>Special Conditions of Contract</b> . The total amount of retention shall not exceed the amount specified in the <b>Special Conditions of Contract</b>
	56.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	56.3	On completion of the whole Works, the Contractor may substitute retention money with an 'on demand' or unconditional Bank guarantee.



57. Liquidated Damages	57.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security stated in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	57.2	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 57.1
	57.3	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 51.1 [Payments]

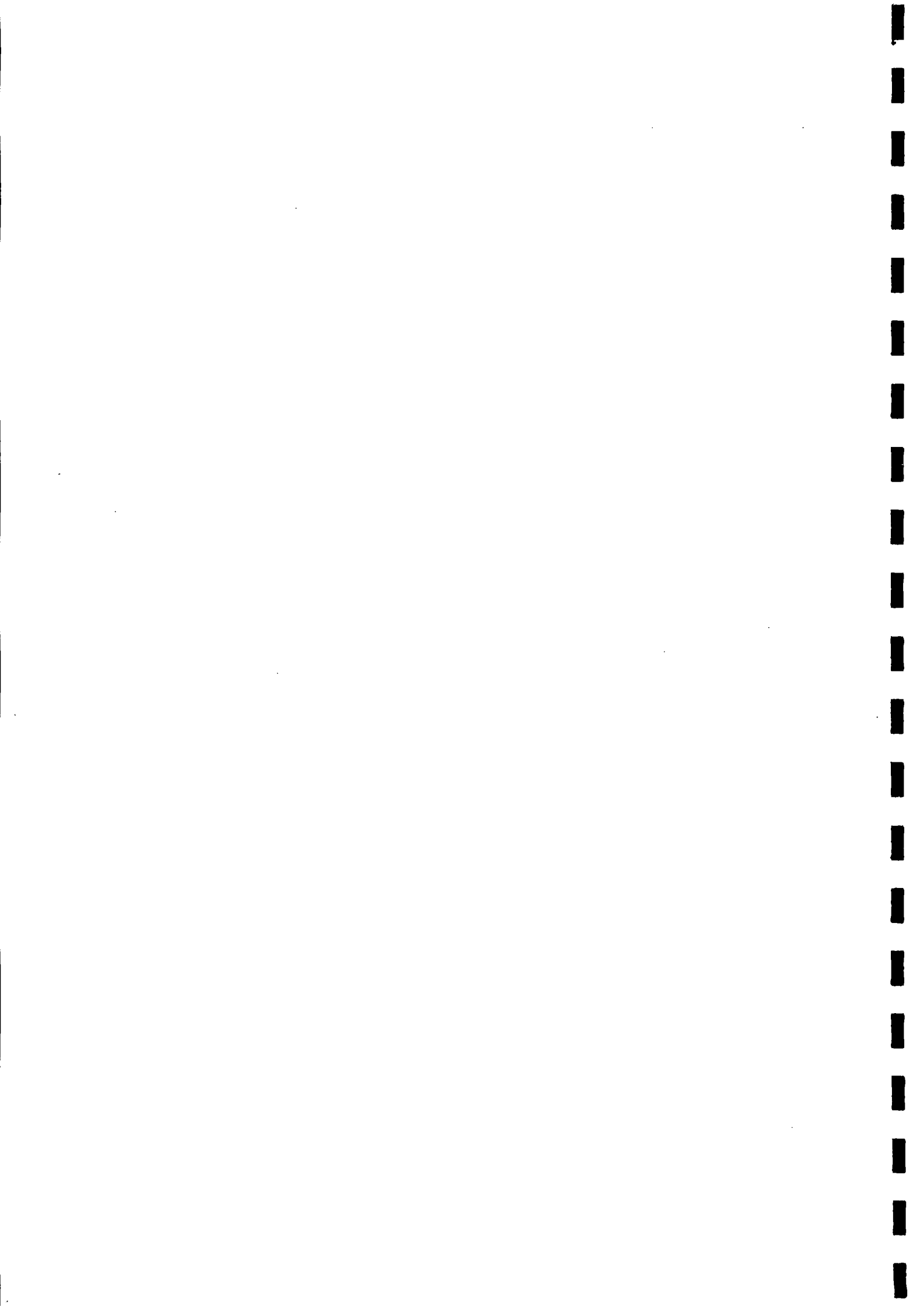


58. Bonus	58.1	If stated in the <b>Special Conditions of Contract</b> the Contractor shall be paid a Bonus calculated at the rate per calendar day for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
59. Advance Payment	59.1	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the <b>SCC</b> by the date stated in <b>the SCC</b> , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	59.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	59.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, as specified in the <b>SCC</b> following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of

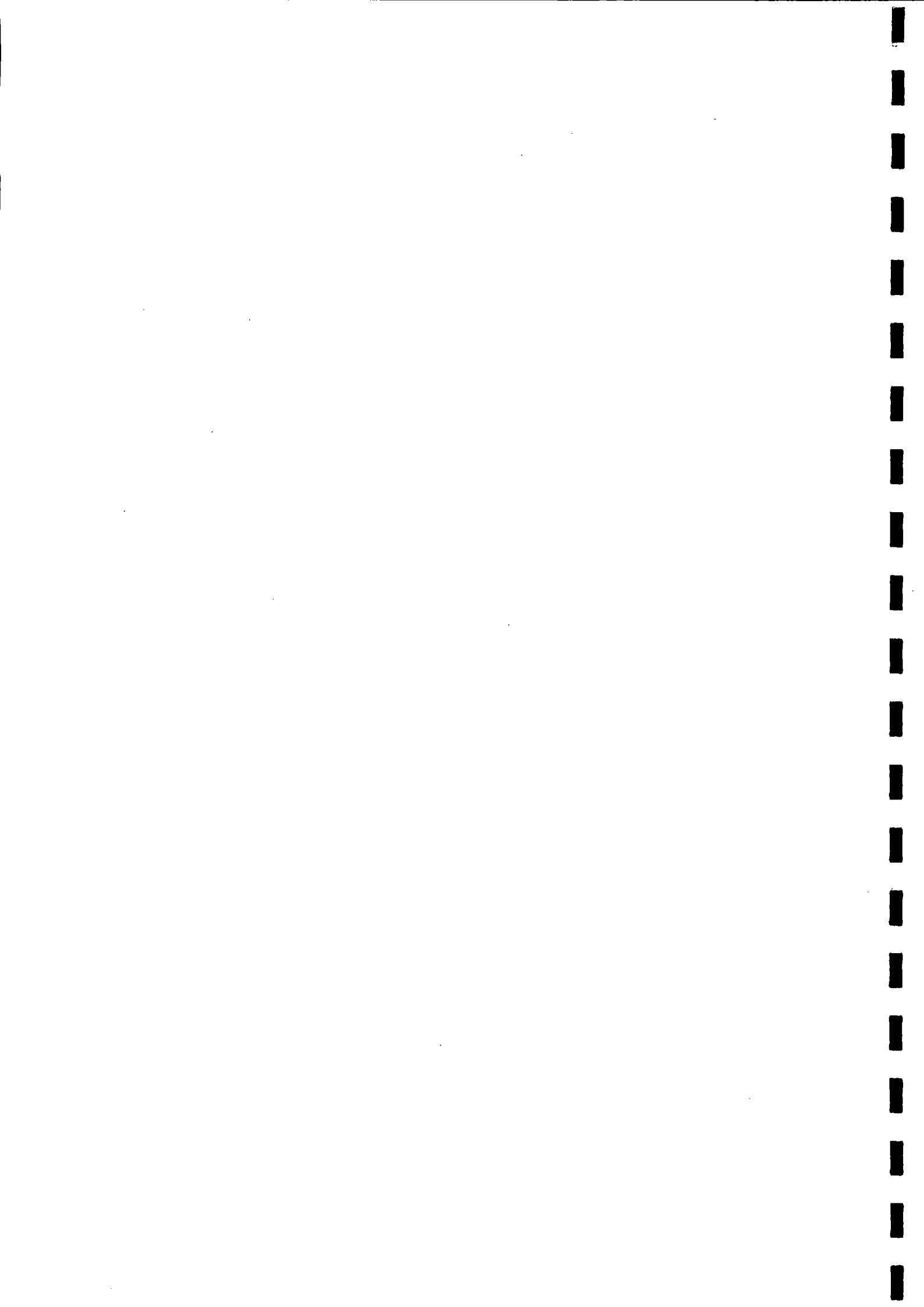




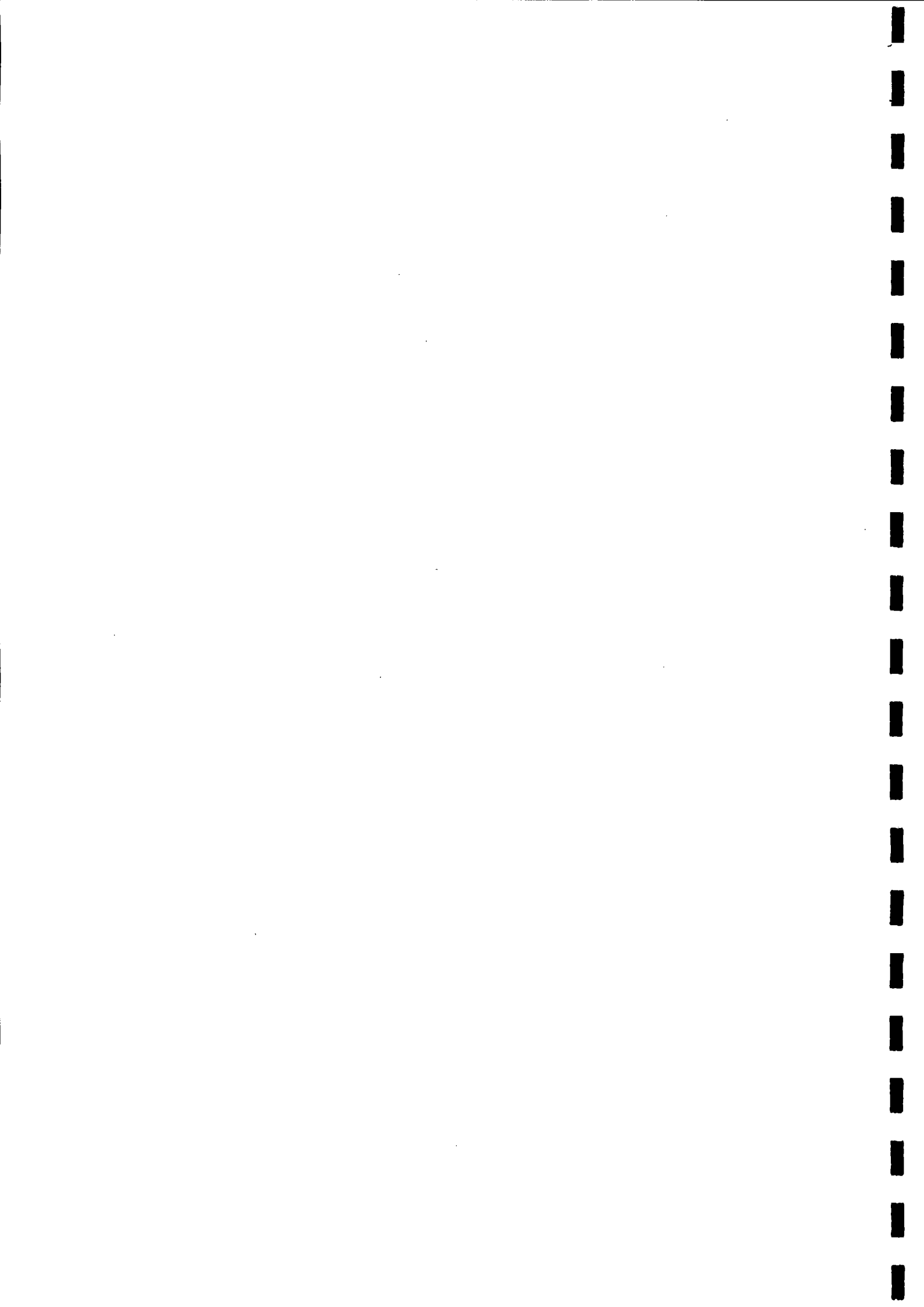
		work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
60. Performance Securities	60.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the TDS and SCC and in accordance with the conditions of contract.
	60.2	The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond
	60.3	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.



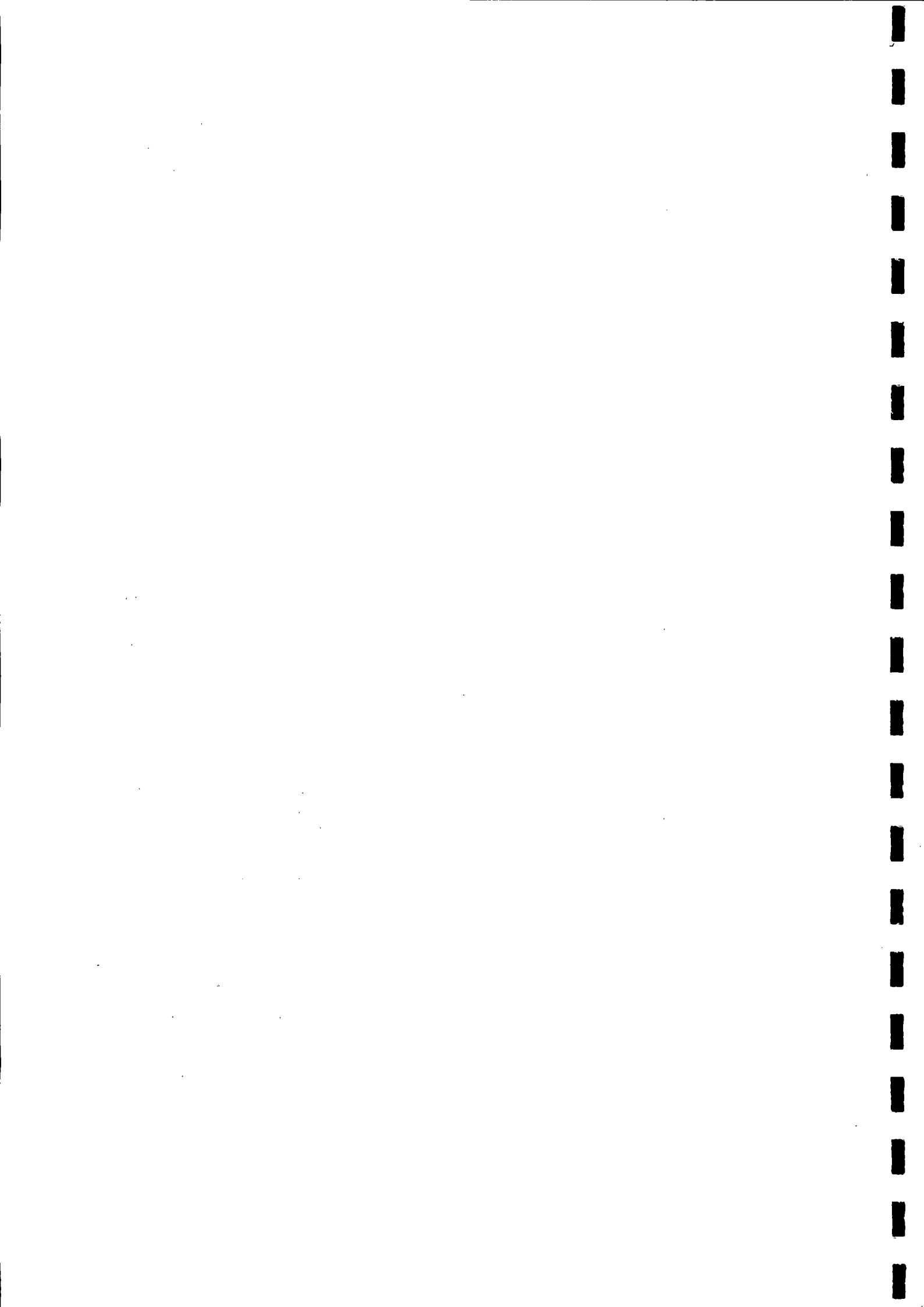
61. Day-works	61.1	If applicable, the Day-works rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	61.2	All work to be paid for as Day-works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	61.3	The Contractor shall be paid for Day-works subject to obtaining signed Day-works forms.
62. Cost of Repairs	62.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
		<b>E. Discharge of the Contract</b>



63. Completion Certificate	63.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
64. Site Hand Over	64.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
65. Final Account	65.1	Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty-six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	65.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-GCC 65.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
66. Operating and	66.1	The Contractor shall supply to the Employer the "as

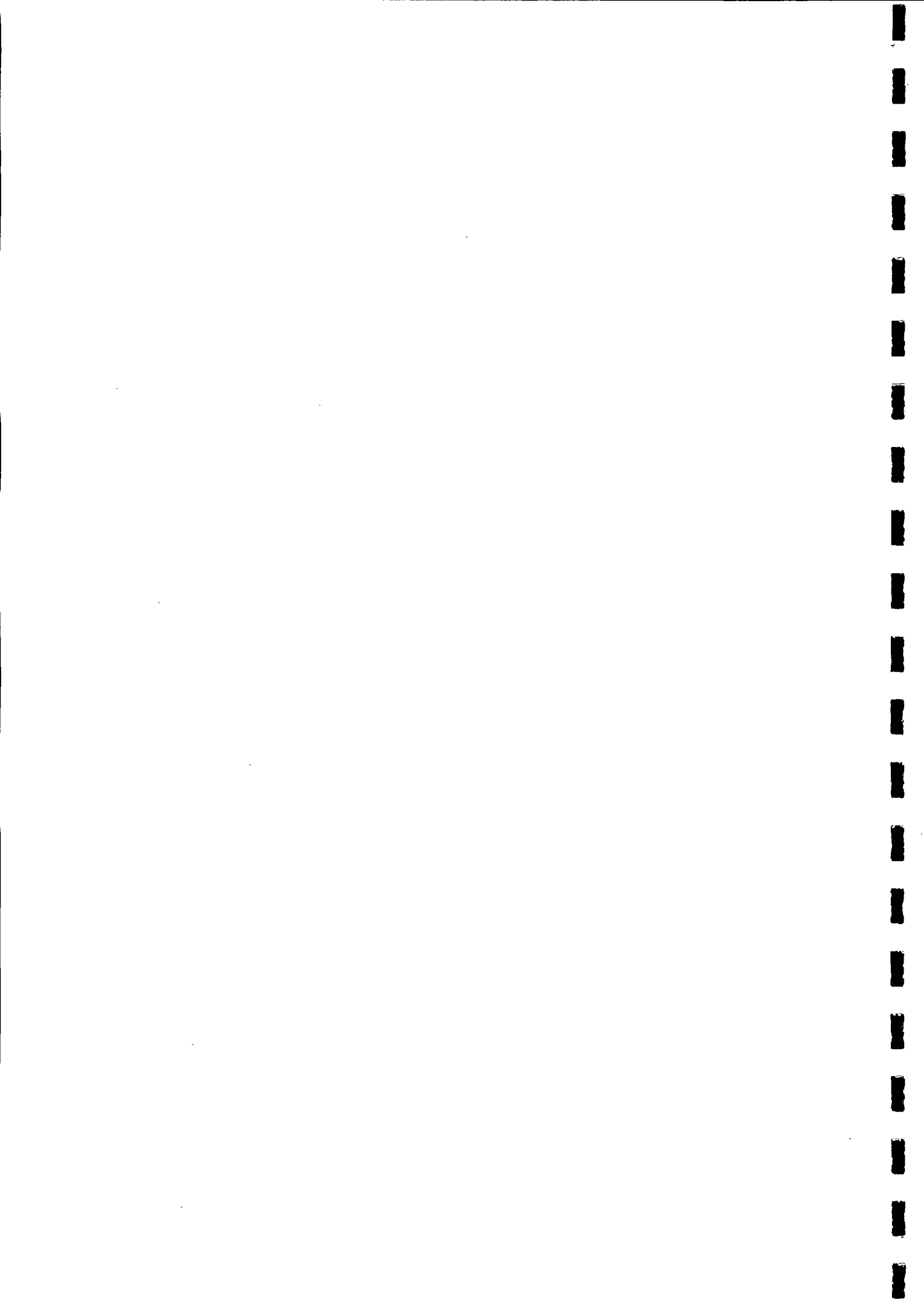


Maintenance Manuals		built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated pursuant to GCC 64.1 [Site Hand Over].
	66.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 66.1 by the dates specified pursuant to GCC 64.1 [Site Hand Over] or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the <b>Special Conditions of Contract</b> from payments due to the Contractor.
67. Termination	67.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	67.2	Fundamental breaches of Contract shall include, but shall not be limited to, the following: <ul style="list-style-type: none"> <li>a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Program and the stoppage has not been authorized by the Project Manager;</li> <li>b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days;</li> <li>c) contractor's failure to submit performance security within the time stipulated in the SCC;</li> <li>d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> </ul>





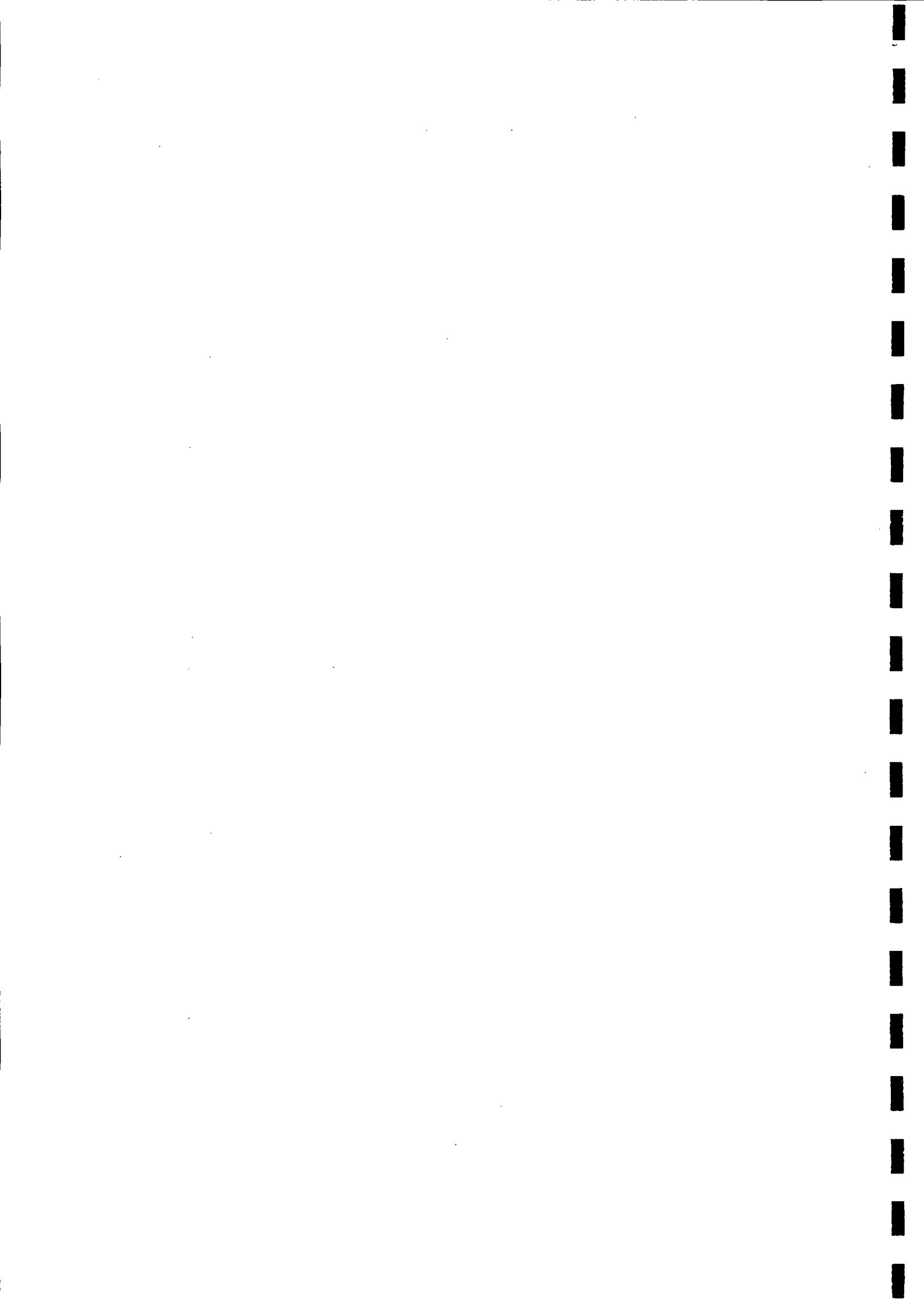
	<p>e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;</p> <p>f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</p> <p>h) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and</p> <p>i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p> <p style="padding-left: 40px;">For the purpose of this paragraph:</p> <p style="padding-left: 40px;">"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p style="padding-left: 40px;">"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p style="padding-left: 40px;">collusive practices" means impairing or harming, or threatening to impair or harm</p>
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		<p>directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	67.3	When either party to the Contract gives notice of a fundamental breach of Contract to the other party for a cause other than those listed under GCC 67.2 above, the Project Manager shall decide whether the said breach is fundamental or not.
	67.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	67.5	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and



		leave the Site as soon as reasonably possible.
68. Payment upon Termination of Contract	68.1	If the Contract is terminated because of a fundamental breach by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	68.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

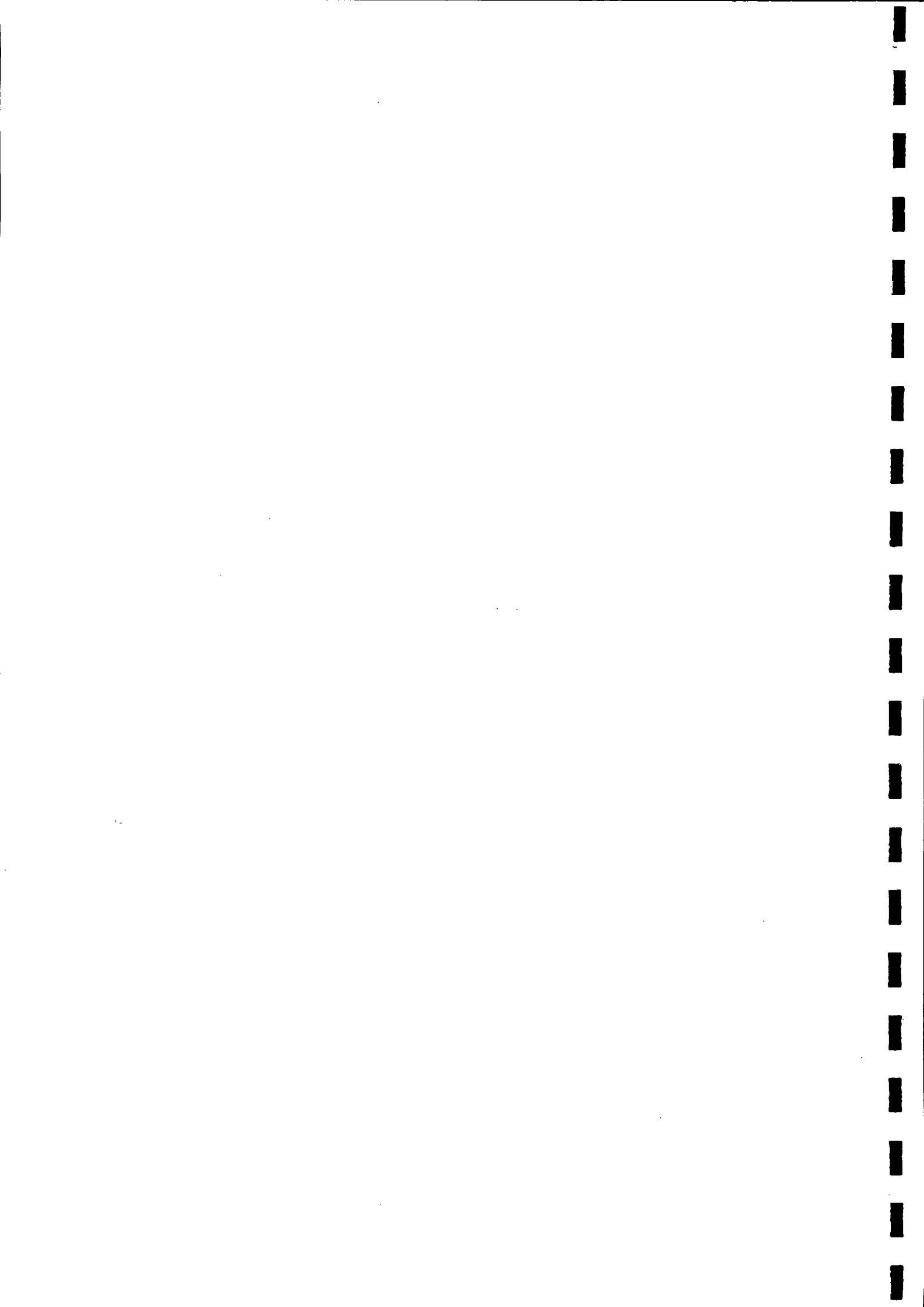


69. Property	69.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
70. Suspension of Financing	70.1	<p>In the event that the source of financing is suspended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





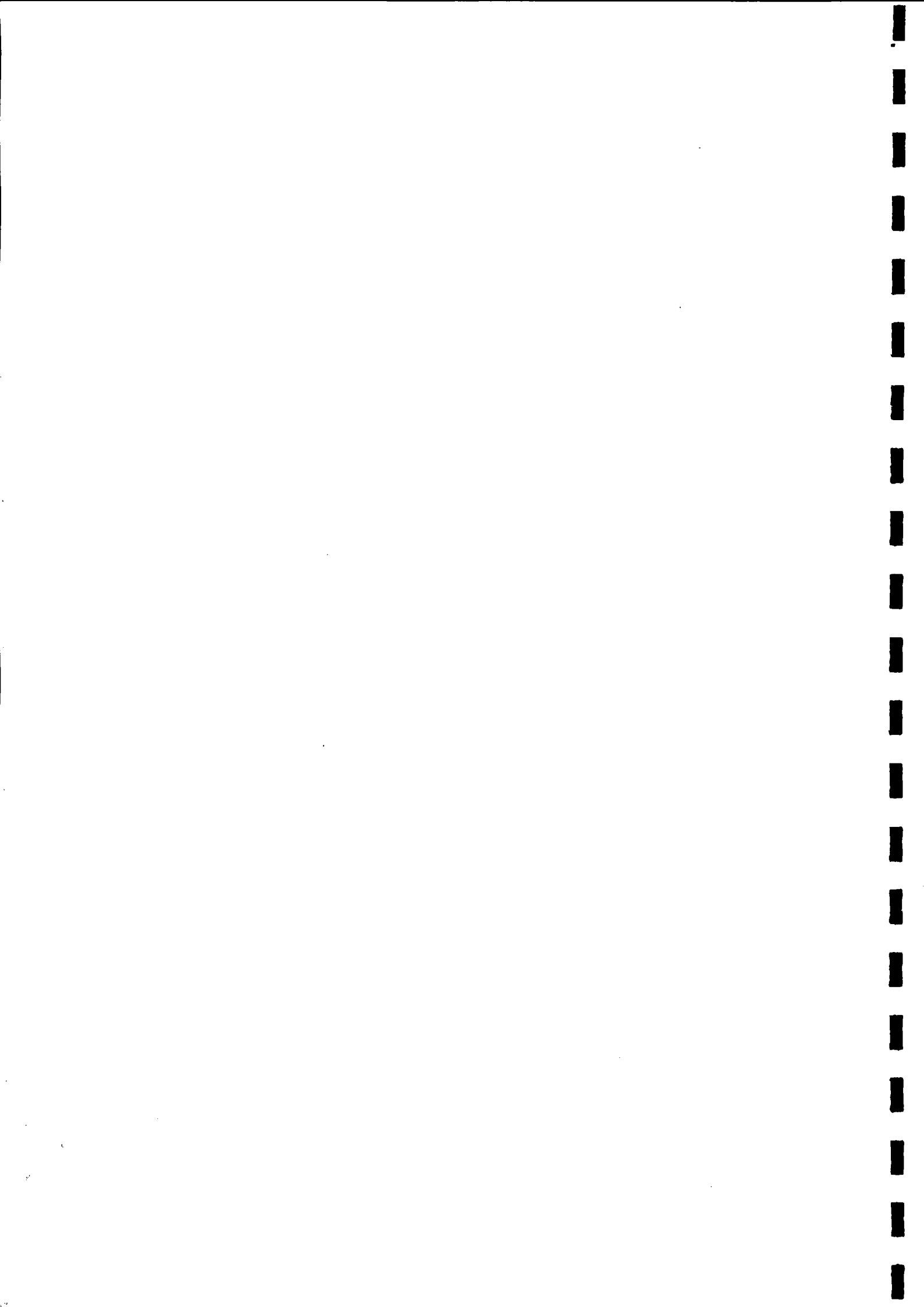
		of the Party invoking Force Majeure to prevent
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	71.3	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.
	71.4	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure.
	71.5	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure.
	71.6	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 71.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.
72. Release from Performance	72.1	In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager shall certify that the Contract has been frustrated.

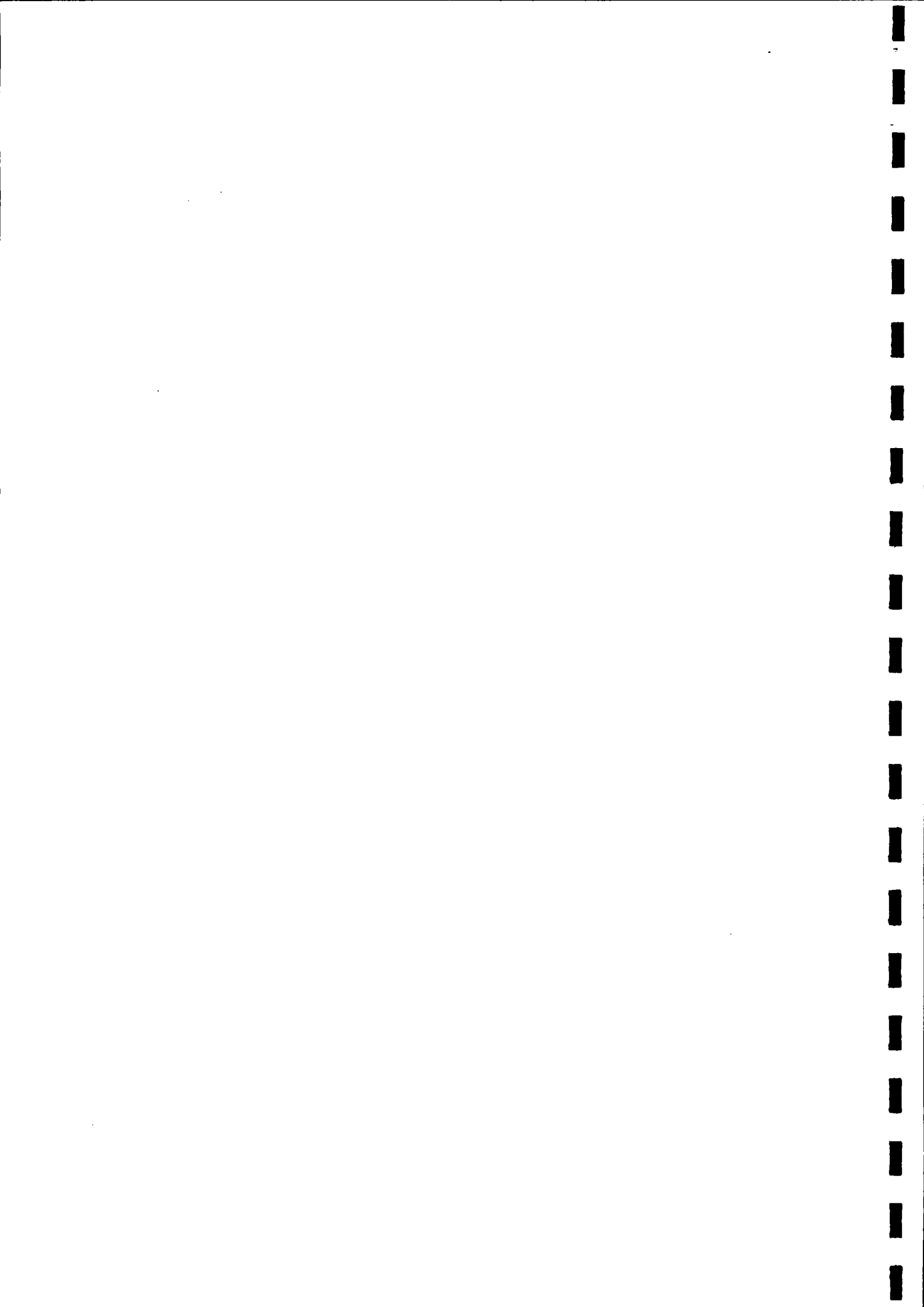


	72.2	Upon certification by the Project Manager pursuant to GCC 72.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.
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LETTER OF AWARD

*[Handwritten mark]*





THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH

Telegrams: "AFYA", DODOMA  
Telephone: +255 026 2323267  
Email: Ps@afya.go.tz.  
(All letters should be addressed to  
The Permanent Secretary)



Government City- Mtumba  
Afya Street  
P. O. Box 743  
40478 DODOMA

Ref. No.CAB 209/549/02/144

25<sup>th</sup> February, 2022

M/s EA BROTHERS CONTRACTORS CO. LTD,  
P.O. BOX 72318  
DAR ES SALAAM.

**RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO:  
ME/007/2021-2022/W/25 FOR PROPOSED SUPPLY, INSTALLATION AND  
COMMISSION OF HVAC AT KATAVI RRH**

Reference is made to the above heading.

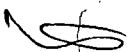
2. Please be informed that, your Tender No: **ME/007/2021-2022/HQ/W/25** submitted was approved by Ministerial Tender Board held on 21<sup>st</sup> February, 2022.
3. The contract is hereby accepted by the Ministry of Health Community Development, Gender, Elderly and Children at a Contract sum of **Tanzania Shillings Nine Hundred Forty-Three Million Forty-Eight Thousand, One Hundred Thirty-One Twenty-Three Cents (943,048,131.23) VAT inclusive**
4. Thank you for your cooperation.

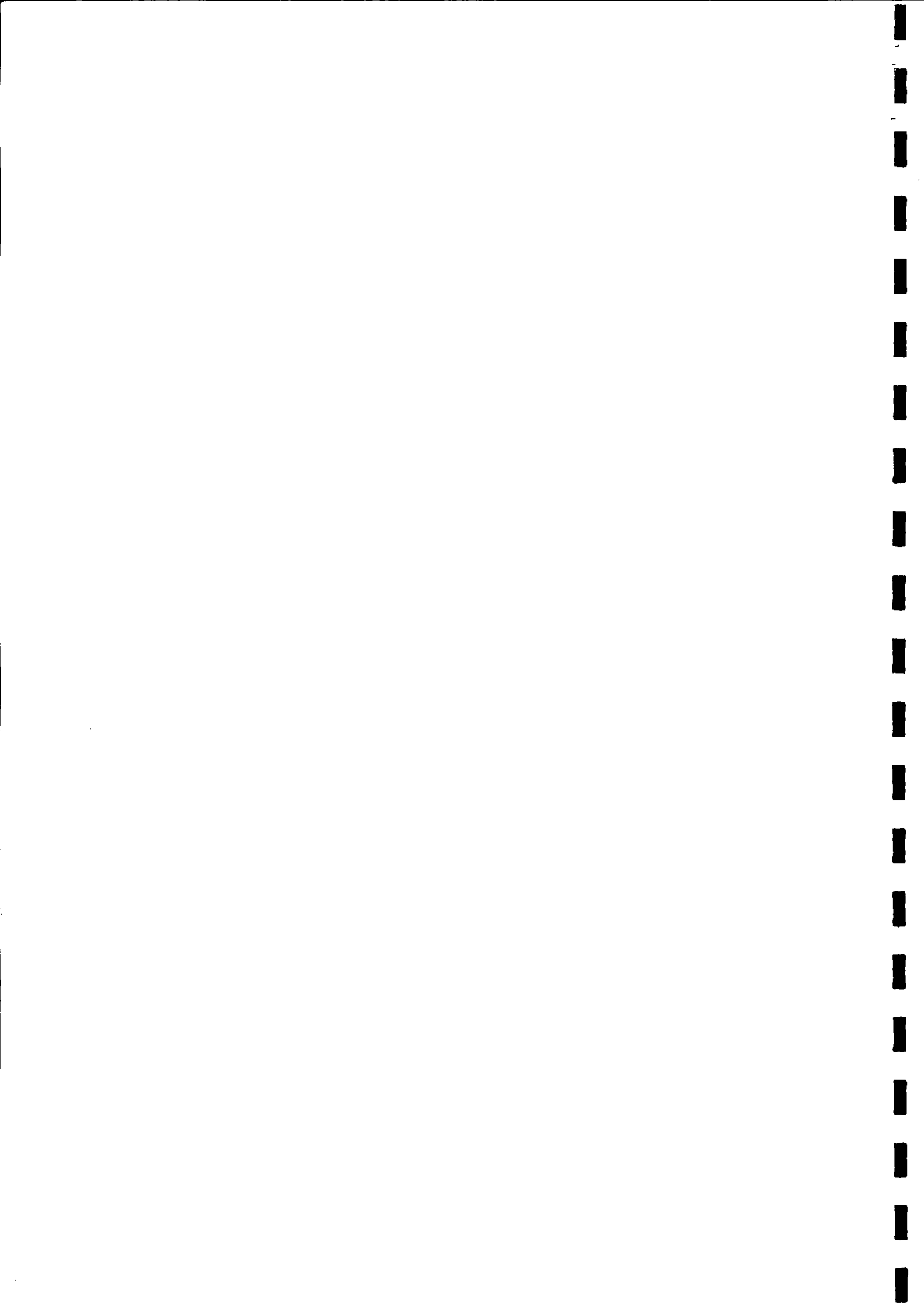
A handwritten signature in black ink, appearing to read 'Abel N. Makubi'.

Prof Abel N. Makubi  
PERMANENT SECRETARY (HEALTH)



LETTER OF ACCEPTANCE







**EA BROTHERS CONTRACTORS CO.LTD**

Registered air Condition and Electrical Contractors

P.O.BOX 72318, Tabata Road-Tabata, Plot no. 302 Block A- 1

Hai Building - Ground Floor

Dar es Salaam - Tanzania

ISO 9001, 2015 certified

Our Ref: EABCL/MOH/2022/03/031

7<sup>th</sup> February 2022

Permanent Secretary (HEALTH),  
Government City-Mtumba,  
Afya Street,  
PO BOX 743,  
40478 DODOMA.

Dear Sir, Madam

REF: NOTIFICATION TO AWARD CONTRACT FOR TENDER NO.  
ME/007/2021-2022/W/25 FOR PROPOSED SUPPLY, INSTALLATION  
AND COMMISSION OF HVAC AT KATAVI RRH.

Sub. Acceptance of award.

Reference is made to the above captured heading and your letter with Ref No.  
ME/007/2021-2022/W/25 dated 25<sup>th</sup> February 2022 concerning notification of award.

We accept the contract award for of the above-mentioned Tender at a contract price of  
Tanzania shillings Tshs 943,048,131.23 (Tanzania Shillings Nine Hundred Forty-  
Three Million Forty-Eighty Thousand, One Hundred Thirty-One Twenty-Three  
Cents only) VAT Inclusive.

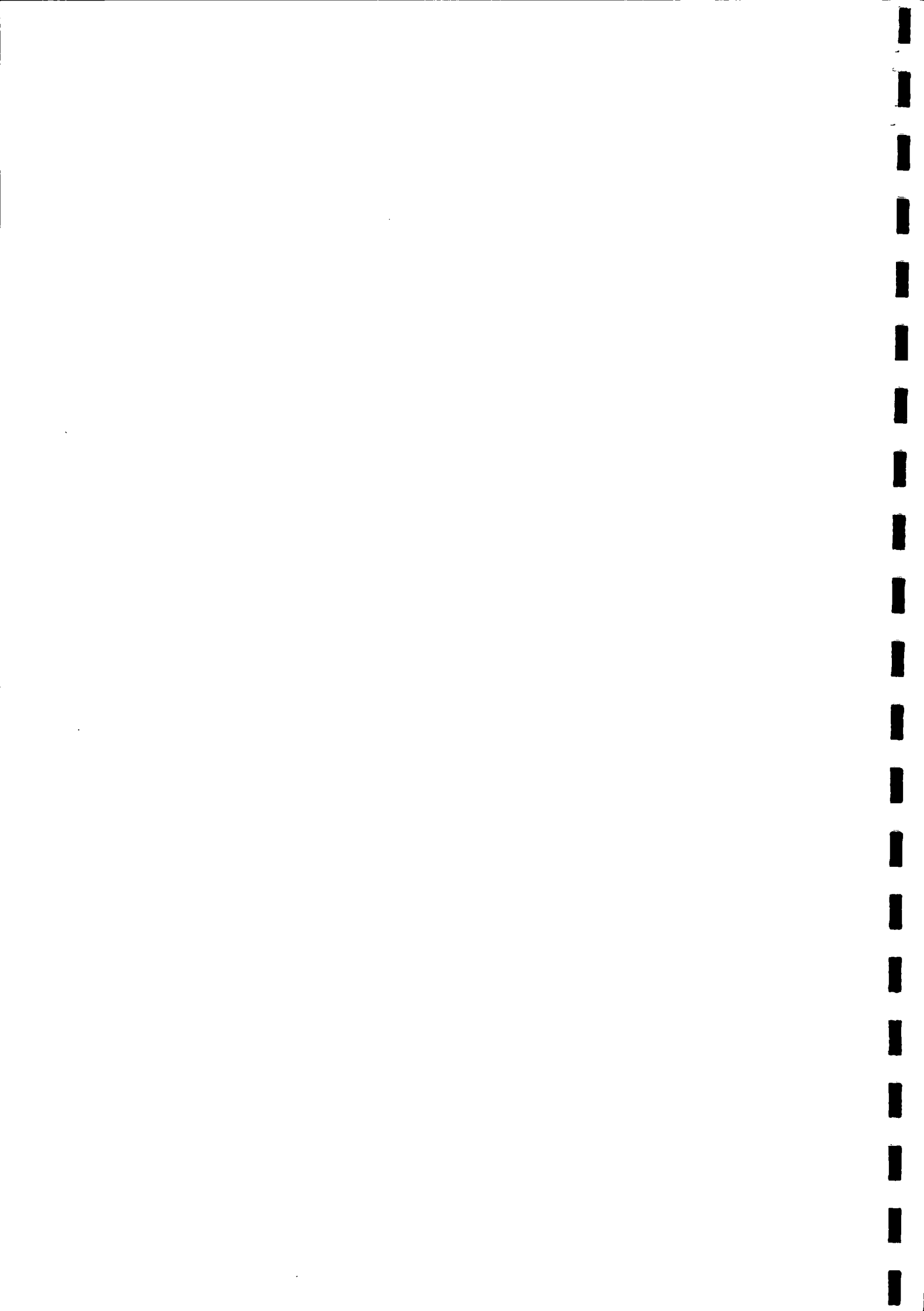
Yours,  
Ea Brothers Contractors Co. Ltd.

.....  
Edward P. Shayo  
Managing Director.

TEL: +255 22 2807757  
Fax: +255 22 2807740  
Mob: +255 754 635 051

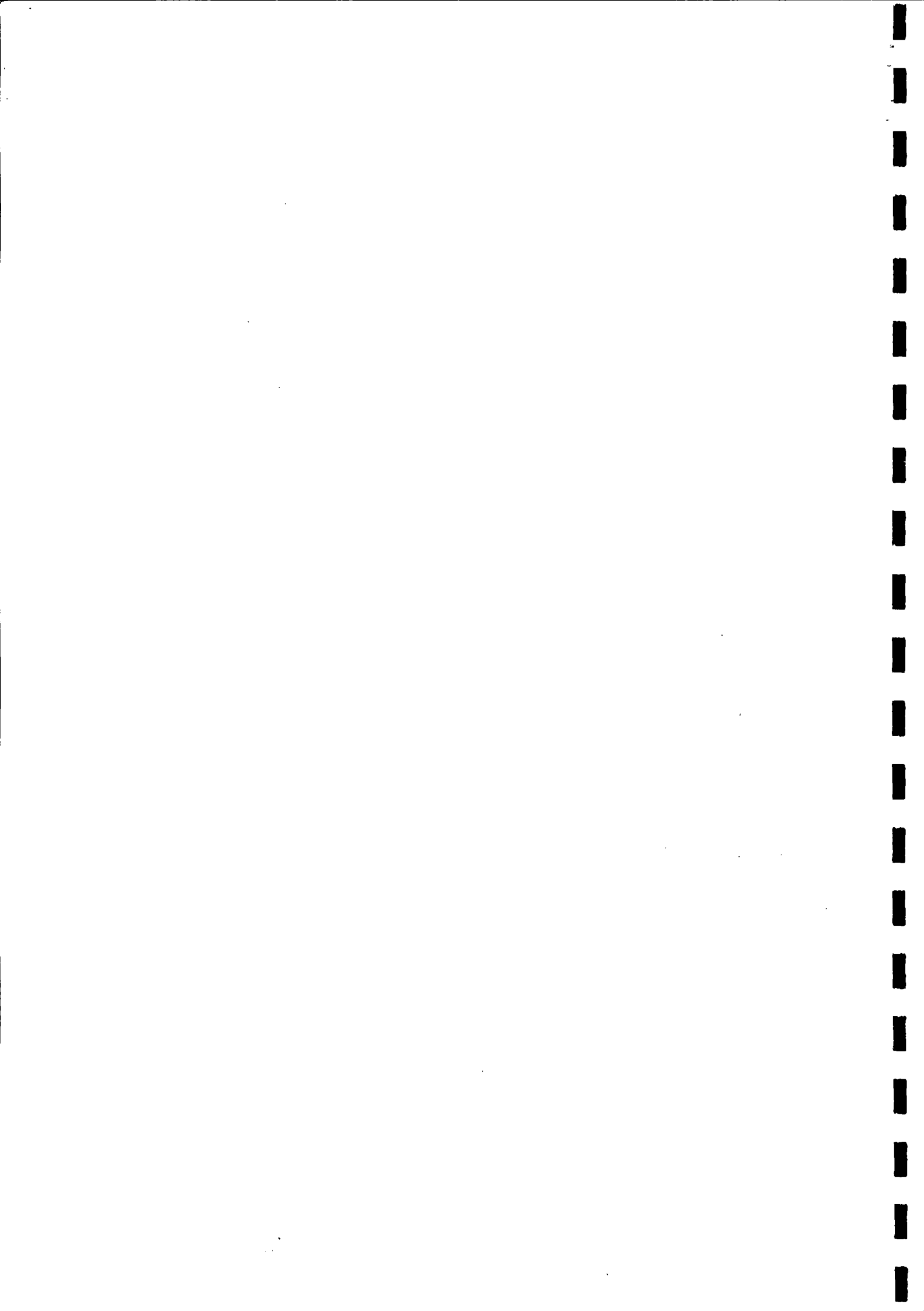
Website: [www.eabrothers.co.tz](http://www.eabrothers.co.tz)  
Email: [info@eabrothers.co.tz](mailto:info@eabrothers.co.tz)

TIN: 107-940-618  
VRN: 40-003765-N



NEGOTIATION MINUTES







**THE UNITED REPUBLIC OF TANZANIA**

**MINISTRY OF HEALTH**



**MINUTES OF NEGOTIATIONS**

**FOR TENDER No: ME/007/2021/2022/HQ/C/25**

**FOR**

**PROPOSED SUPPLY, INSTALLATION AND  
COMMISSIONING OF AIR CONDITIONING AND  
MECHANICAL VENTILATIONS INSTALLATION WORKS  
FOR THE COMPLETION CONSTRUCTION OF KATAVI RRH  
– OPD, DIAGNOSTIC CENTRE AND MATERNITY WINGS AT  
MPANDA MUNICIPALITY, KATAVI REGION IN TANZANIA.**

**08<sup>th</sup> FEBRUARY, 2022**

A handwritten signature in black ink, consisting of a stylized 'S' followed by a series of loops.



**PARTIES: MINISTRY OF HEALTH ("CLIENT") AND  
M/s E A BROTHER CONTRACTORS CO. LTD ("CONTRACTOR")**

**VENUE: NHIF BUILDING, 6<sup>TH</sup> FLOOR – PMU OFFICE**

**DATE: TUESDAY, 08<sup>TH</sup> FEBRUARY, 2022**  
**TIME: 11:58 HOURS.**

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## **PARTICIPANTS**

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### **MINISTRY OF HEALTH - CLIENT**

- |      |                    |             |
|------|--------------------|-------------|
| i.   | Eng. Ntele Massawe | Chairperson |
| ii.  | Mr. John Ezekiel   | Member      |
| iii. | Mr. Jeladi Gula    | Member      |
| iv.  | Mr. Joshua Antony  | Secretary   |

### **CONTRACTOR PARTICIPANTS**

#### **M/S E A BROTHER CONTRACTORS CO. LTD**

- |     |                   |                     |
|-----|-------------------|---------------------|
| i.  | Mr. Edward Shayo  | Managing Director   |
| ii. | Mr. Salehe Salehe | Mechanical Engineer |

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## **1. INTRODUCTION**

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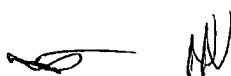
The negotiation meeting was held following issuance of letter of intent with Ref: No. **CAB/92/209/01.D/** dated 5<sup>th</sup> February, 2022, with an intention to award Tender No **ME/007/2021/2022/HQ/C/25** to bidder **M/s. E A BROTHER CONTRACTORS CO. LTD, P.O BOX 72318, DAR ES SALAAM – CONTRACTOR.**

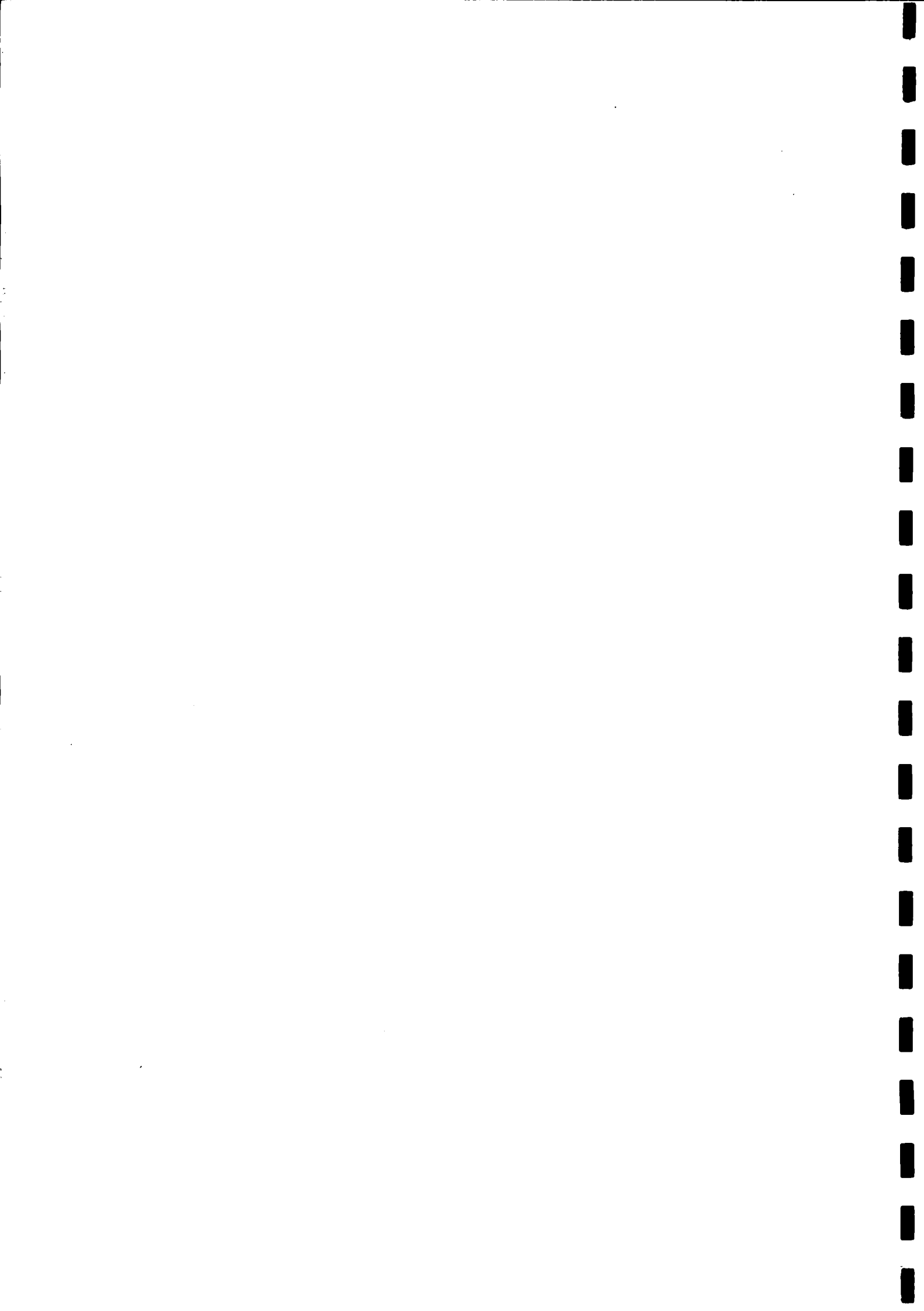
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## **2. Proposed Agenda**

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1. Opening of the meeting
2. Approval of proposed agenda
3. Discussion on contract price
4. Discussion on payment mode
5. Discussion on time of contract
6. Discussion on other related contractual matters
7. Any other business
8. Closing of the meeting





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### **3. OPENING OF THE MEETING**

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The Chairperson opened the meeting at 11:58hrs local time by welcoming the participants to the meeting and invited them to introduce themselves as well as to sign the attendance form.

The Chairman informed the participants that the purpose of the meeting is the negotiation between the bidder with the Employer in order to clarify or provide details on raised issues towards an intention to award the contract to the contractor upon successful outcome from the negotiation. He further mentioned the importance of the project to MOH and that the speedy implementation will be highly appreciated.

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### **4. APPROVAL OF PROPOSED AGENDA**

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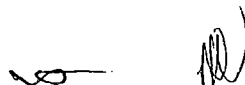
The Chairperson read out the Agenda to be followed. The eight (8) proposed agenda were agreed by the members and the Chair Person endorsed and proceeded with the meeting following the agreed agenda.

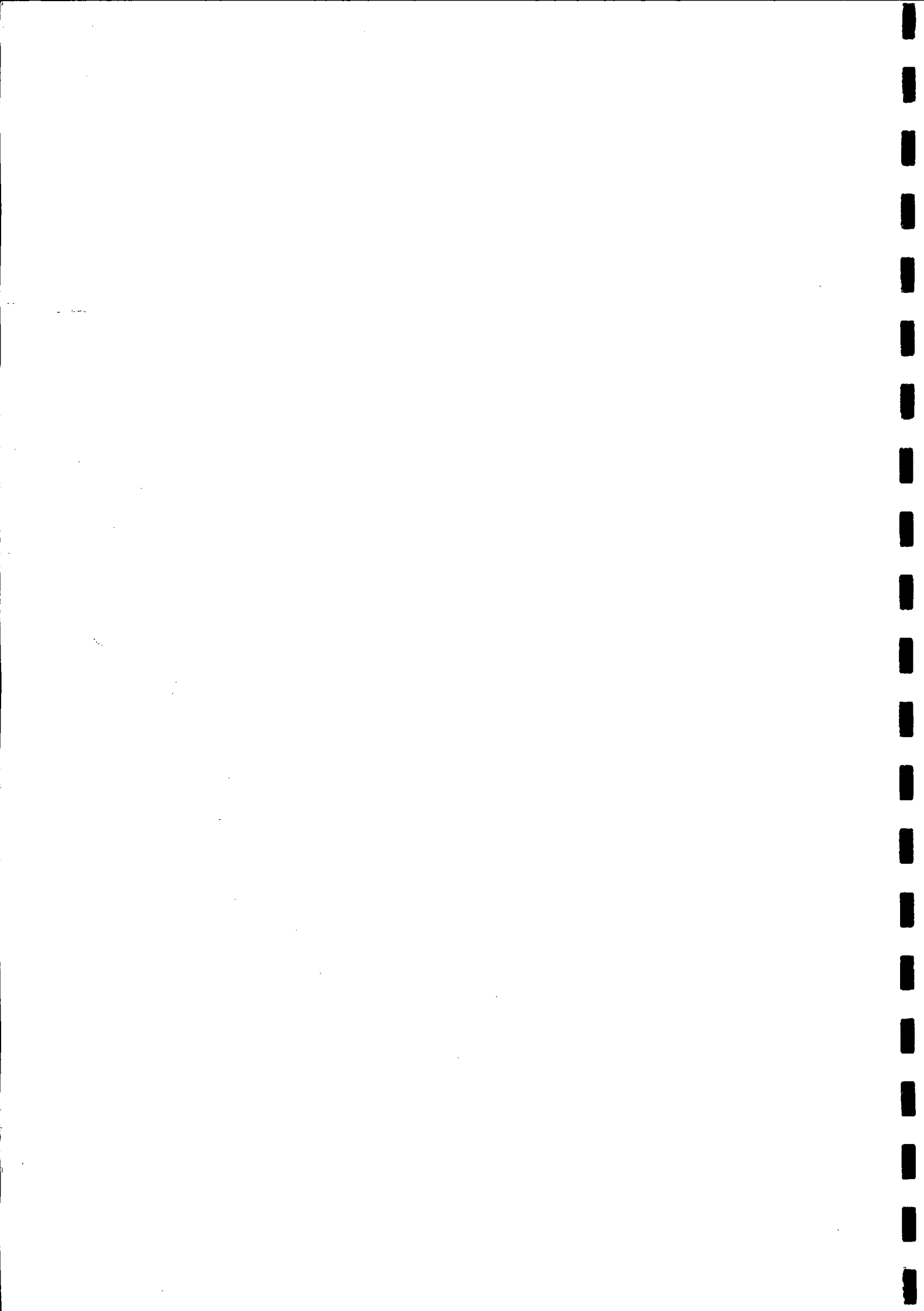
#### **4.1. CONTRACT PRICE**

- i. The contractor agreed to provide a discount of 2% of corrected contract sum of **Tshs 738,462,553.21** before 18% VAT and contingency. The discount is **Tshs 14,769,251.66**
- ii. The corrected contract sum before VAT and contingency discounted from **Tshs 738,462,553.21** to **Tshs 723,693,331.55**
- iii. The corrected contract sum before VAT and with contingency is **Tshs 799,193,331.55**.
- iv. The revised contact sum will be **Tshs 943,048,131.23** inclusive of 18% VAT.

#### **4.2. Payment Mode**

- i. The contractor request the advance payment as stipulated in the special condition of 15% of contract sum and this will be paid upon submission of **Unconditional Bank Guarantee**.
- ii. It was agreed that other payments to be paid in interim basis as per the condition of contract.





#### 4.3. Time of Contract.

It was agreed the contract period of 6 months as stipulated in the tender documents, however the contractor ensure the team that they might finish before time indicated.

#### 4.4. Other related Contractual Matters

The following were agreed:

- i. That, the bidder confirm no changes on staffing
- ii. That, no changes on the Terms of Reference
- iii. That, the payment to be effective on time and as stipulated in the special condition.
- iv. That, the builders works, security and storage will be done by Main contractor
- v. That, the contractor supposed to pay all Government taxes as stipulated in the tender document.

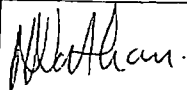
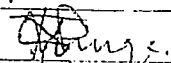

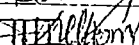
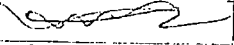
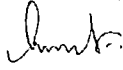
#### 5. ANY OTHER BUSINES

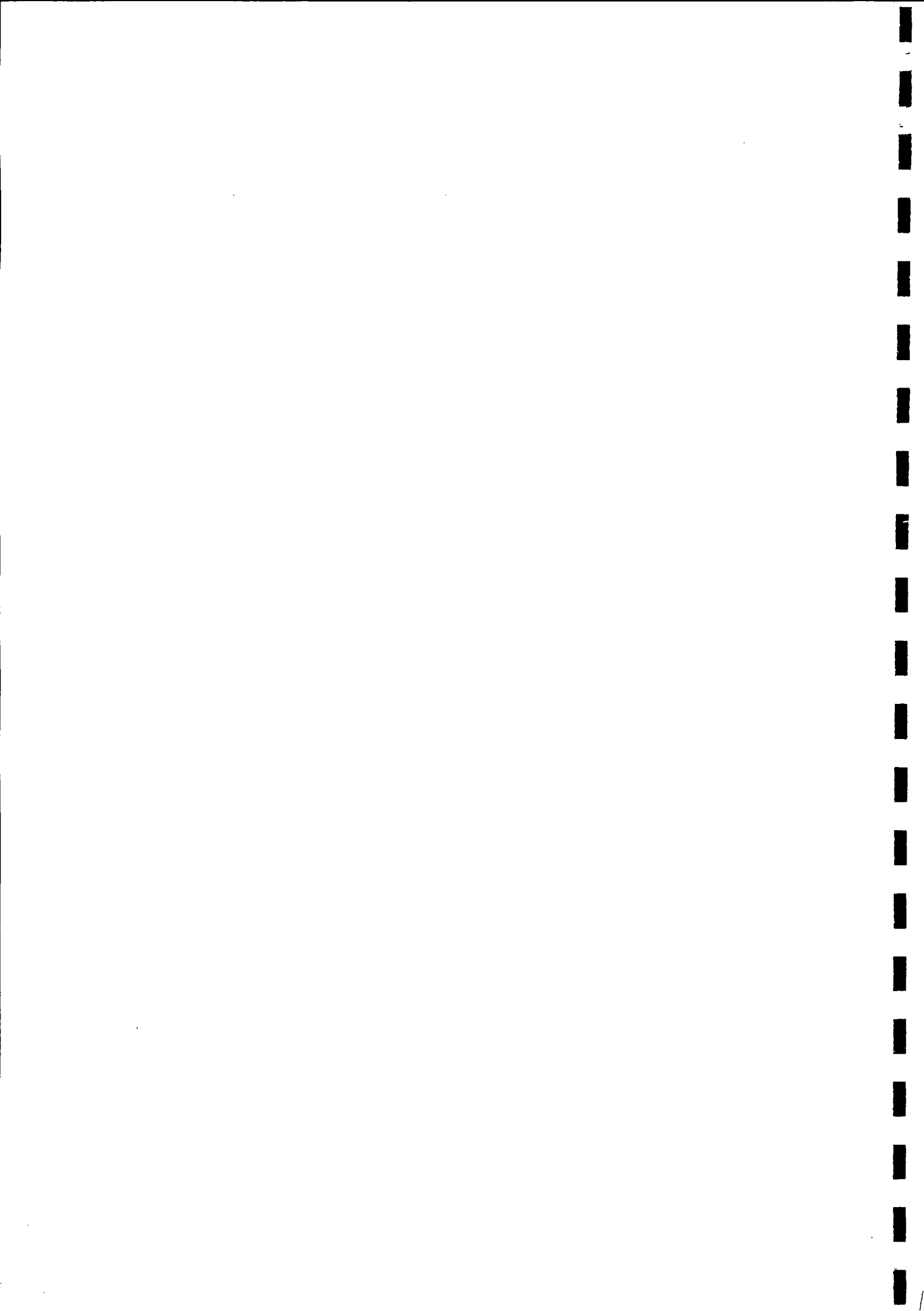
No other business.

#### 6. CLOSING THE MEETING

The Chairman closed the meeting at 12:56 Hrs

We hereby certify that the above is a true and accurate record of the negotiations:

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS				
S/N	Name	Position	Firm/Company	Signature
1	Eng. Ntele Massawe	Chairperson	Project Mechanical Consultat	
2	Mr. John Ezekiel	Member	MOH	
3	Mr. Jeladi Gula	Member	MOH	
4	Mr. Joshua Antony	Secretary	MOH	
5	Eng. Edward Shayo	Managing Director-Bidder	E A Brothers Contractors Co. Ltd	
6	Mr. Salehe Salehe	Mechanical engineer-Bidder	E A Brothers Contractors Co. Ltd	

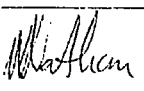
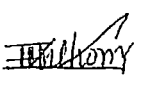
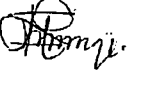
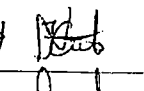
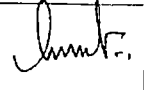
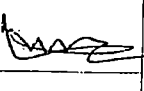




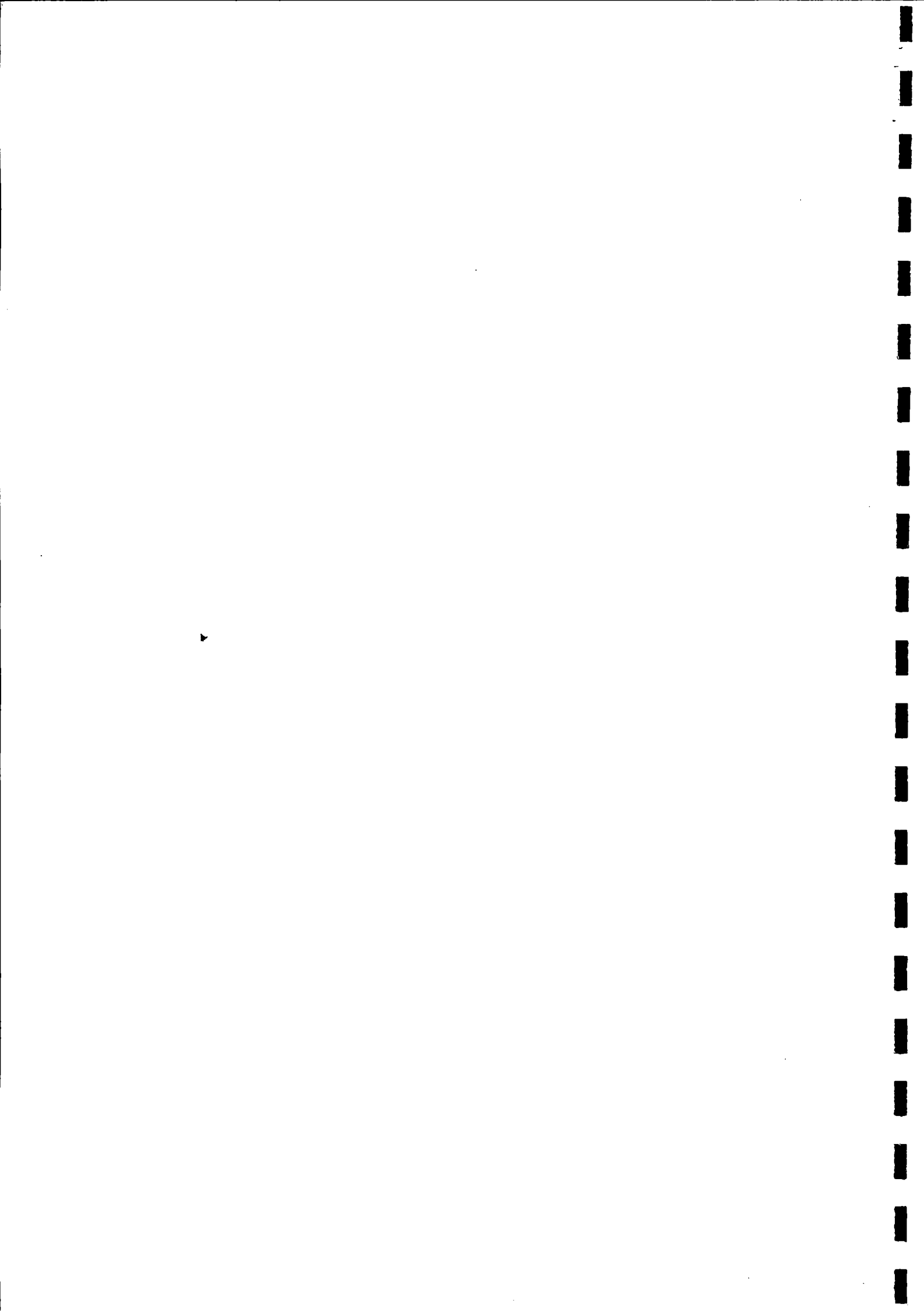
ATTENDENCE REGISTER FOR NEGOTIATION MINUTES HELD ON 8<sup>TH</sup> FEBRUARY 2022

TENDER NAME: PROPOSEDC SUPPLY, INSTALLATION AND COMMISIONING OF HVAC AT KATAVI RRH

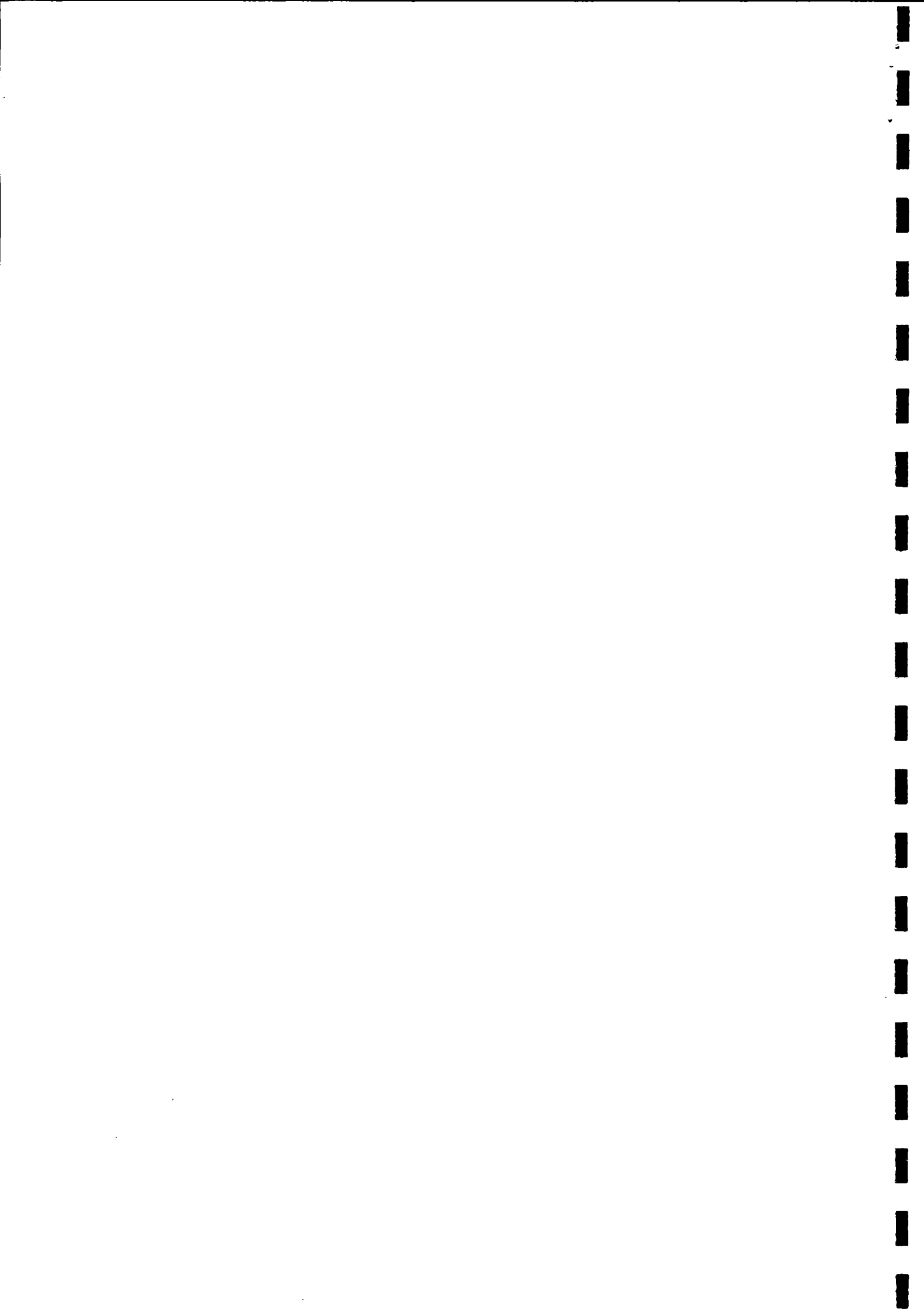
TENDER NO: ME/007/2021-2022/HQ/W/25

S/N	NAME	DESIGNATION	TEAM MEMBER (POSITION)	ORGANIZATION REPRESENTED	SIGNATURE
1.	FRANC NTELE MASSAUWE	CONSULTANT/ Chairperson	Chairperson	Crystal / Mecplan	
2	JOSHUA A. NTABUZA	SO-I (PMUC)	SECRETARY	MOF	
3	JOHN EZEKIEL	ICTO	User Representative	KATAVI RRH	
4	JELADI GULA	BIOMEDICAL	User representative	KATAVI RRH	
5	Eng S. Sabehe	Contractor	Engineer	Ea Brothers	
6.	Edward P. Shup MA		Contractor	Ea Brothers	





**BILL OF QUANTITIES**



PROPOSED CONSTRUCTION OF KATAVI REGIONAL REFFERAL HOSPITAL COMPLEX

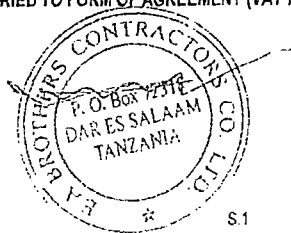
AT

MPANDA MUNICIPALITY - MARTENITY BLOCK

HVAC INSTALLATION

GENERAL SUMMARY

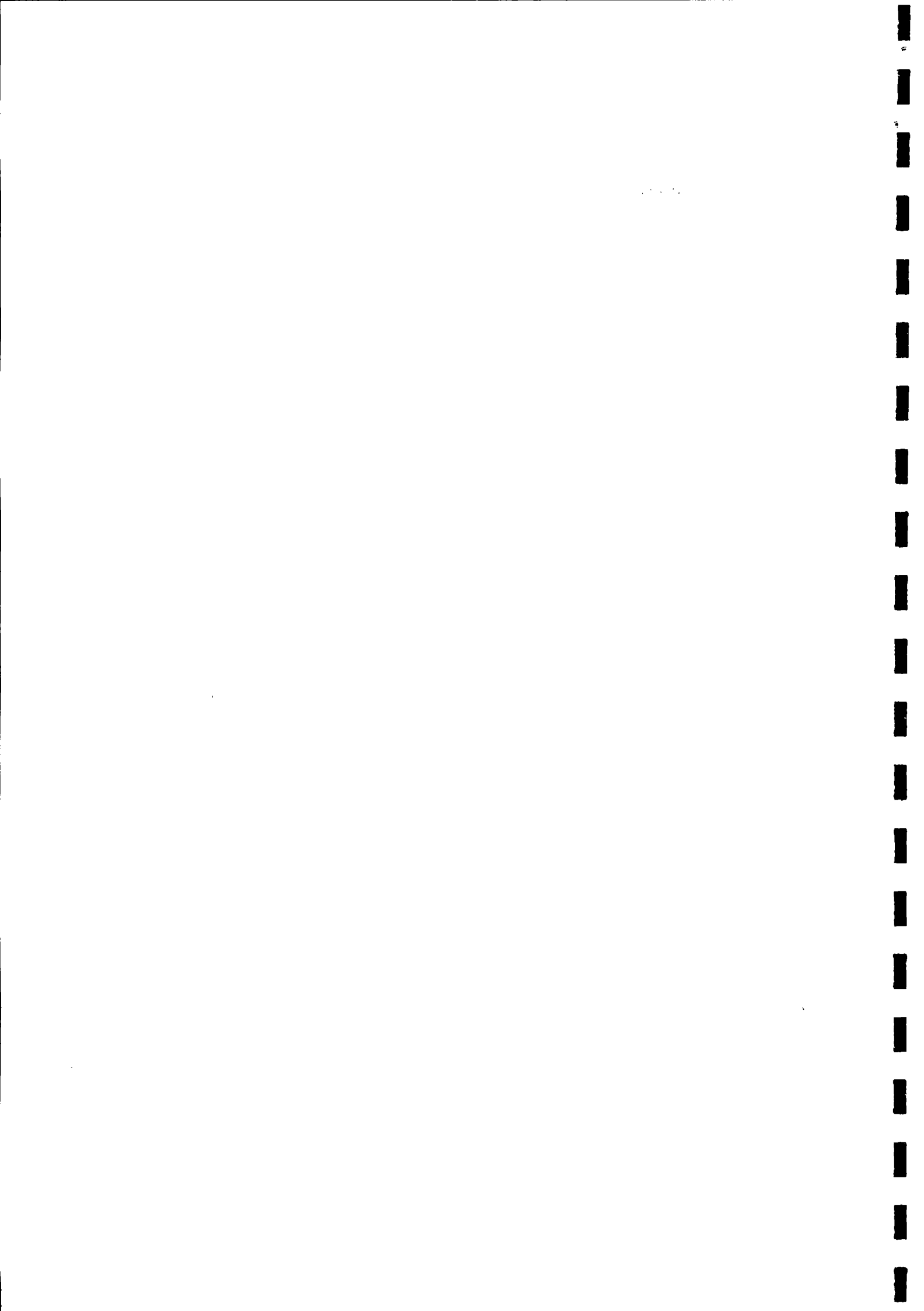
	Page No.	TOTAL TZS
a PRELIMINARIES	Page No. 1	18,100,000.00
b HVAC INSTALLATION	Page No. 5	720,362,553.19
<b>SUB-TOTAL I</b>		<b>738,462,553.19</b>
<b>PRIME COSTS AND PROVISIONAL SUMS</b>		
c Allow for mechanical installation contingency amount to be used upon Authorization of the project manager and approval from the Client		75,500,000.00
<b>SUB-TOTAL II</b>		<b>813,962,553.19</b>
d Add: VAT	18%	146,513,259.57
<b>TOTAL CONTRACT SUM CARRIED TO FORM OF AGREEMENT (VAT INCLUSIVE)</b>	<b>TZS</b>	<b>960,475,812.77</b>
		<b>144,071,371.91</b>



Katavi RRH - Hospital Complex  
Katavi HVAC B. ANK. BILL

S.1

General Summary



AIR CONDITIONING INSTALLATION

PRELIMINARIES

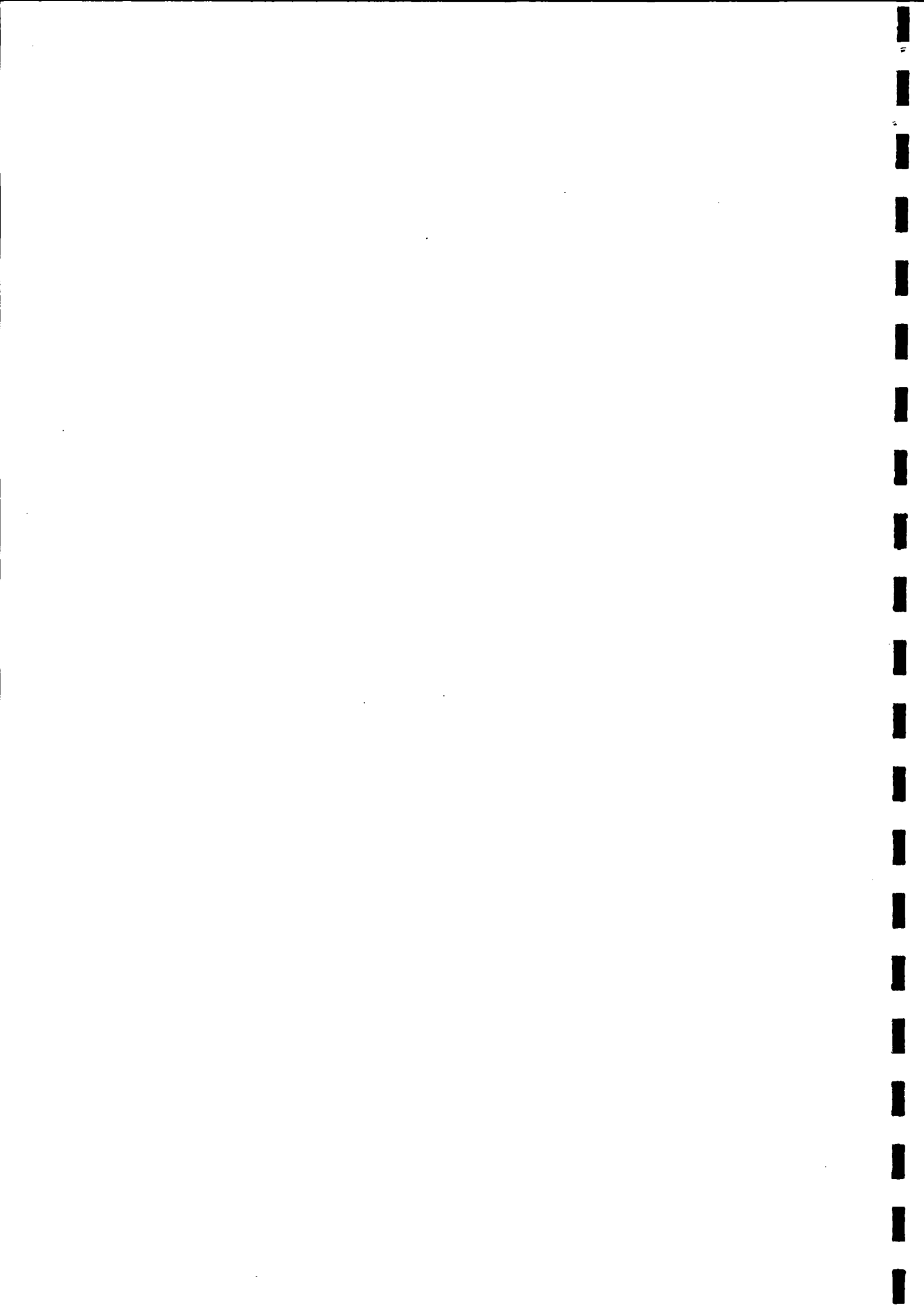
	QTY	UNIT	RATE TZS	TOTAL TZS
a Allow for preparation of as built drawings as specified	2	Sets	300,000.00	600,000.00 0.00
b Allow for production of operation and maintenance manuals as specified	2	Sets	250,000.00	500,000.00 0.00
c Allow for maintenance of the entire systems during one year defect liability period	1	Item	5,000,000.00	5,000,000.00 0.00
d Allow for mobilization to the site	1	Item	8,000,000.00	8,000,000.00 0.00
e Allow for demobilization from the site	1	Item	2,000,000.00	2,000,000.00 0.00
f Allow for labeling air condition units after installations.	1	Item	2,000,000.00	2,000,000.00

PRELIMINARIES TOTAL CARRIED TO SUMMARY

TZS

18,100,000.00







**HVAC INSTALLATION**

The contractor is to allow for full cost for supply and installation of Air-conditioning and ventilation systems in accordance with the specifications, engineer's drawings, and manufacturer's recommended instructions, including testing, commissioning and set to work of the entire system.

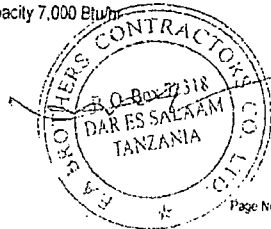
If in specifications, a particular make or brand has been specified, the bidder shall submit with tender brochures of technical specification and performance information for alternative equivalency to the specified make or brand

Supply, install, test and commission the Multi - split Variable Refrigerant Flow (VRF) air conditioning system with high-density refrigerant R410A. Manufactured by LG. However other manufacturer approved equal will be accepted.

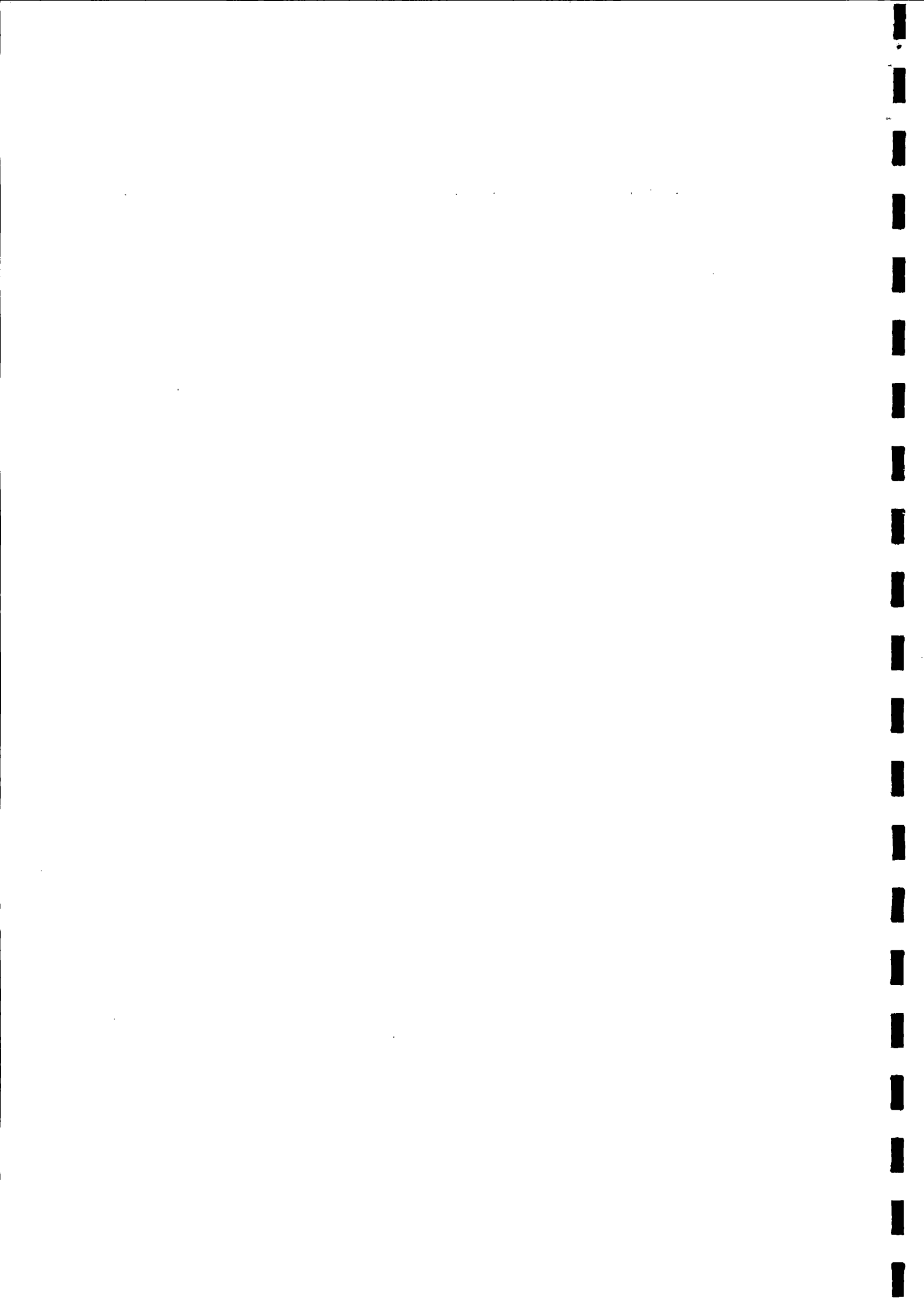
	QTY	UNIT	RATE TZS	TOTAL TZS
a	1	No	55,041,577.36	55,041,577.36
b	1	No	53,565,712.84	53,565,712.84
c	1	No	52,089,848.32	52,089,848.32
d	1	No	45,165,504.40	45,165,504.40
e	1	No	34,096,588.36	34,096,588.36
f	2	No	27,482,862.28	54,965,724.56
g	1	No	23,576,840.68	23,576,840.68
<b>4 way ceiling, Cassette type Indoor Units c/w Condensate pump (EU)</b>				
h	3	No	2,144,556.96	6,433,670.88
i	3	No	2,470,104.00	7,410,312.00
j	2	No	2,388,672.00	4,777,344.00
k	22	No	2,310,994.92	50,841,888.24
l	16	No	2,288,827.32	36,621,237.12
m	4	No	2,183,418.12	8,733,672.48
n	1	No	2,047,263.12	2,047,263.12
o	4	No	2,023,341.60	8,093,366.40
p	1	No	1,996,107.12	1,996,107.12
q	34	No	1,792,896.00	60,958,464.00
r	7	No	1,772,433.60	12,407,035.20
s	9	No	1,748,507.21	15,736,564.87

to collection TZS

534,658,721.95



Handwritten signature or mark.



Supply, install, test and commissioning copper piping for liquid and vapour refrigerants, run in vertical/horizontal trunk including all joints and connection to indoor and outdoor units Insulated with "Armaflex" or similar to be approved and charged with R 410A refrigerant gas

	QTY	UNIT	RATE TZS	TOTAL TZS
a Diameter 6.4mm	205	LM	6,000.00	1,230,000.00
b Diameter 9.5mm	190	LM	7,500.00	1,425,000.00
c Diameter 12.7mm	189	LM	9,800.00	1,852,200.00
d Diameter 15.9mm	203	LM	13,100.00	2,659,300.00
e Diameter 19.1mm	193	LM	14,500.00	2,798,500.00
f Diameter 22.7mm	225	LM	19,300.00	4,342,500.00
g Diameter 28.6mm	226	LM	23,900.00	5,401,400.00
h Diameter 34.9mm	193	LM	25,100.00	4,844,300.00

**Condensate Drainage System**

Supply, install, test and commission condensate drainage system in PVC pipe in accordance with BS 3505 and 4634, insulated with 10 mm rock wool or styropur and provided with vapour barrier and installing at a slope of 1:50; Allow for all joints and necessary fittings

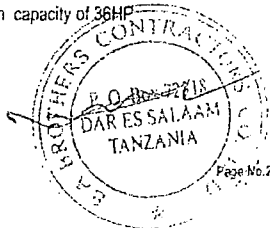
i Diameter 25 mm	570	LM	6,500.00	3,705,000.00
j Diameter 32 mm	208	LM	7,800.00	1,622,400.00
k Supply, install, commissioning industrial isolator for protecting the outdoor units	8	No	350,000.00	2,800,000.00

Rennet/Branch Joints-Rennet joint complete with insulation for liquid and vapour refrigerants and with charged with R410A refrigerant gas, comprise with Tee and Y-joints

l RBM - BY55E or other manufacturer equivalent	47	No	10,000.00	470,000.00
m RBM - BY105E or other manufacturer equivalent	33	No	10,000.00	330,000.00
n RBM - BY205E or other manufacturer equivalent	32	No	10,000.00	320,000.00
o RBM - BY305E or other manufacturer equivalent	24	No	10,000.00	240,000.00
p RBM - BT24E or other manufacturer equivalent	22	No	10,000.00	220,000.00
q Allow for additional refrigerant gas to the AC system	103	Kg	35,000.00	3,605,000.00
r Supply and installation of wiring and power connection from Distribution board to the isolators then to the outdoor unit with capacity of 40HP	1	No	520,000.00	520,000.00
s Ditto but to outdoor unit with capacity of 36HP	1	No	520,000.00	520,000.00

to collection TZS

38,905,600.00





- a Ditto but to outdoor unit with capacity of 32HP
- b Ditto but to outdoor unit with capacity of 30HP
- c Ditto but to outdoor unit with capacity of 22HP
- d Ditto but to outdoor unit with capacity of 14HP
- e Ditto but to outdoor unit with capacity of 10HP
- f Ditto from DP switches mounted in the ceiling void to indoor units as indicated in the drawing

**Plinth**

- g Allow for mounted Plinth for air condition outdoor unit.

**Heat exchanger**

- h Supply, install, test and commission high efficiency Heat Exchanger with enthalpy and bypass mode, complete with internal and external filters, automatic static pressure control (Air to air cross flow type) with direct drive(drivers) supply and exhaust fans with capacity 1000m<sup>3</sup>/hr at 160Pa static pressure and 80% temperature exchange efficiency with 70% enthalpy exchange efficiency in cooling. Manufactured by LG or any equal and approved brand.

**Air Supply and Return Grilles**

- i 600 x 600 ceiling mounted, laminar air supply diffuser, in powder coated white finish, TROX or other approved equivalent, special for operating surgery, theatre rooms, complete with air plenum, fixing, support and all other necessary accessories
- j 600 x 600 ceiling mounted, air return grilles, in powder coated white finish, TROX or other approved equivalent, special for operating surgery, theatre rooms, complete with non-vision panel of fixed inverted Vee blades, fixing, support and all other necessary accessories
- k Ditto but with size 300 x 300 mm external grilles
- l Ditto but with size 200 x 200 mm external grilles

**Supply, install and commissioning the rectangular & round duct with proper insulation and including Brackets, clamps supports and other fittings in accordance with the specifications and drawings. Ducts should be fabricated, assembling, proper cleaning and sealed both sides off site**

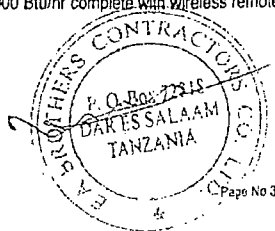
**Flexible round Ducts**

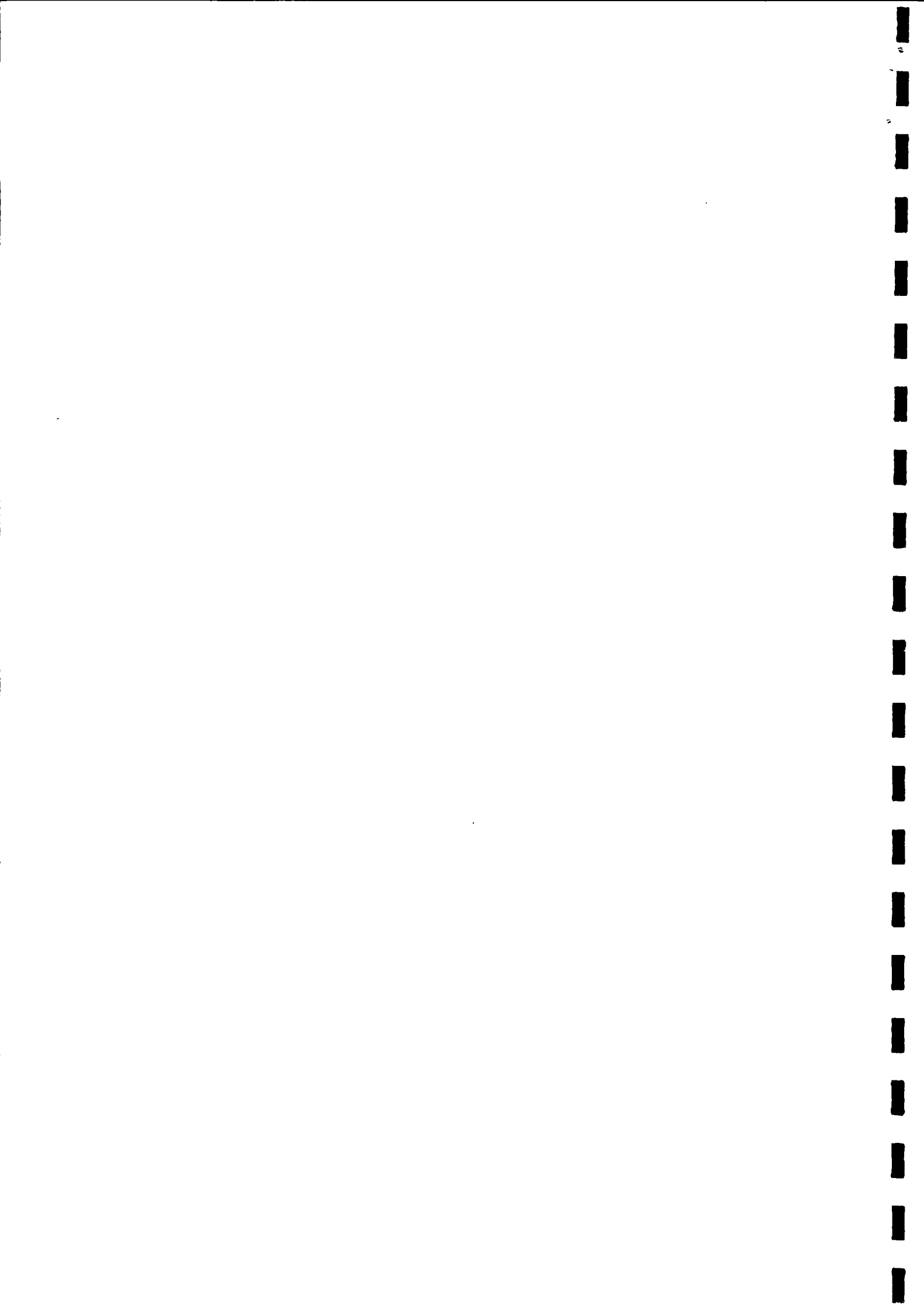
- m 160mm dia
- n 250mm dia

**Single split unit (for ICT or electrical rooms)**

- o Single split air conditioners system (Indoor & Outdoor units) Hi-wall type indoor unit of capacity 12,000 Btu/hr complete with wireless remote controllers

QTY	UNIT	RATE TZS	TOTAL TZS
1	No	520,000.00	520,000.00
1	No	520,000.00	520,000.00
1	No	260,000.00	260,000.00
2	No	260,000.00	520,000.00
1	No	260,000.00	260,000.00
116	No	15,000.00	1,740,000.00
8	No	280,000.00	2,240,000.00
7	No	7,966,447.32	55,765,131.24
7	No	445,000.00	3,115,000.00
7	No	445,000.00	3,115,000.00
1	No	445,000.00	445,000.00
10	No	350,000.00	3,500,000.00
80	LM	120,000.00	9,600,000.00
88	LM	120,000.00	10,560,000.00
9	No	1,680,000.00	15,120,000.00
to collection TZS			107,280,131.24





**Refrigerant Piping**

Supply, install, test and commission copper piping for liquid and vapour refrigerants, run in vertical/horizontal trunk including all joints and connection to indoor and outdoor units insulated with "Armaflex" or similar to be approved and charged with R410A refrigerant gas

- a For connecting one indoor A/C unit with one outdoor unit (12,000 Blu/hr cooling), liquid and vapour line

**Condensate Drainage System**

Supply, install, test and commission condensate drainage system in PVC pipe in accordance with BS 3505 and 4634, insulated with 10 mm rock wool or styropur and provided with vapour barrier and installing at a slope of 1:50 Allow for all joints and necessary fittings

- b Diameter 25 mm  
 c Supply, install, commissioning and over/ under voltage protection to matching with the capacity of A/C

**Wiring**

- d Supply and installation of wiring and power connection from DP switches to the AC outdoor units mounted on the canopy/external wall

**Trunking**

- e Allow for PVC trunk to suite surface refrigerant/condensate pipes run vertical

**Bracket/ Plinth**

- f Allow for mounted bracket for air condition outdoor unit

**Security Grill**

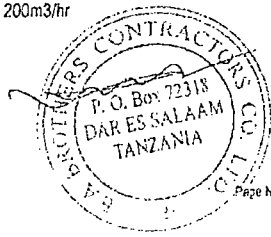
- g Allow for security grills complete with padlock. The grill color to be approved by Architect

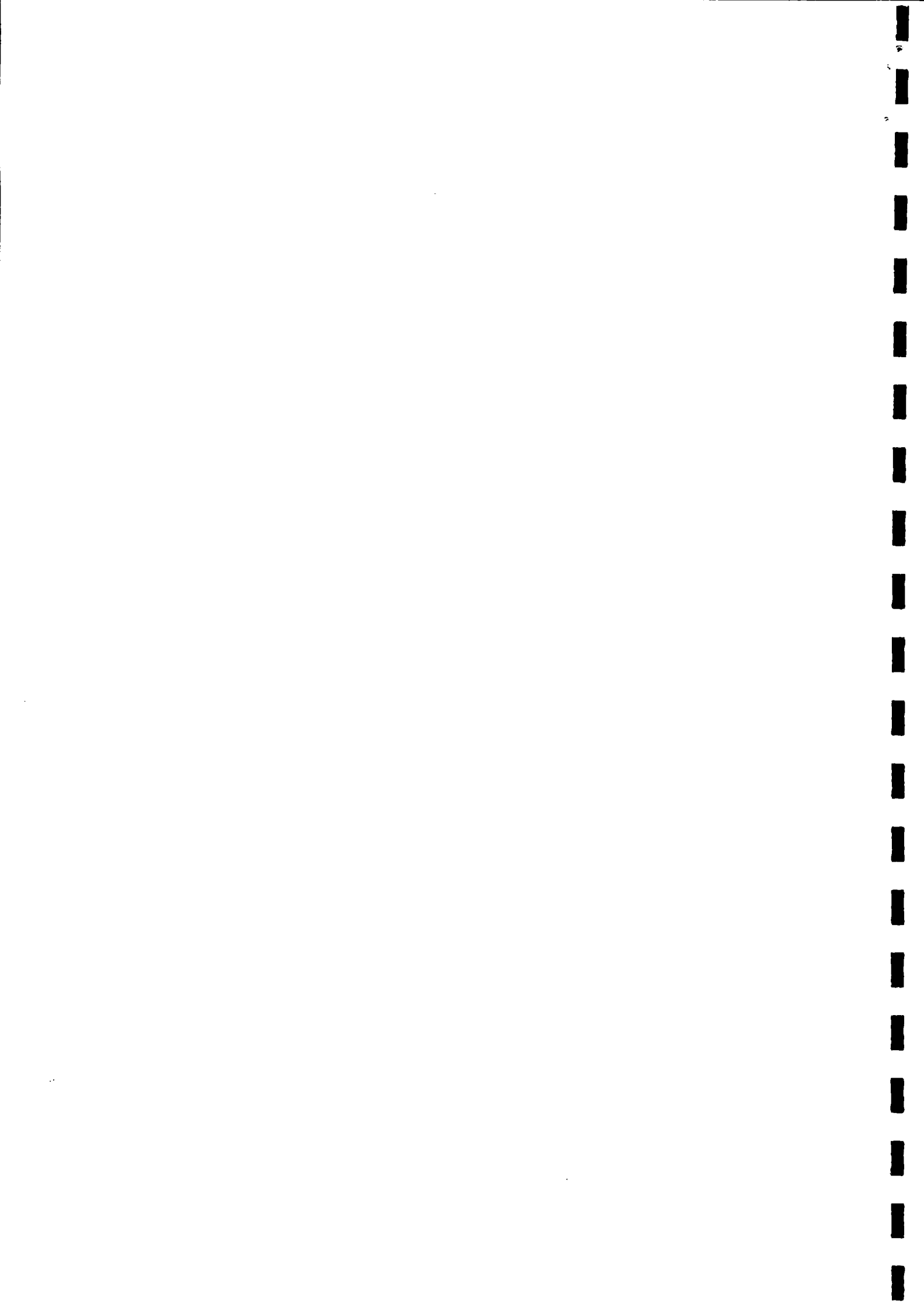
**Ventilation installations**

**Wall mounted Fans**

- h Supply, install, test and commissioning circular diffuser (disc valves) diffusers with capacity 500m3/hr complete with volume control dampers, fire dampers, plenum box, flexible ducting connection and all other necessary fittings and accessories to enable it to work.  
 i Ditto but with capacity of 300m3/hr  
 j Ditto but with capacity of 200m3/hr

QTY	UNIT	RATE TZS	TOTAL TZS
232	LM	19,100.00	4,431,200.00
48	LM	6,500.00	312,000.00
9	No	145,600.00	1,310,400.00
9	No	156,000.00	1,404,000.00
34	LM	12,800.00	435,200.00
9	No	35,700.00	321,300.00
9	No	176,000.00	1,584,000.00
2	No	380,000.00	760,000.00
5	No	380,000.00	1,900,000.00
5	No	380,000.00	1,900,000.00
to collection TZS			14,358,100.00







	QTY	UNIT	RATE TZS	TOTAL TZS
a	8	No	1,230,000.00	9,840,000.00
b	3	No	1,100,000.00	3,300,000.00
c	6	No	420,000.00	2,520,000.00
d	1	No	1,200,000.00	1,200,000.00
e	4	No	2,100,000.00	8,400,000.00

to collection TZS 25,260,000.00

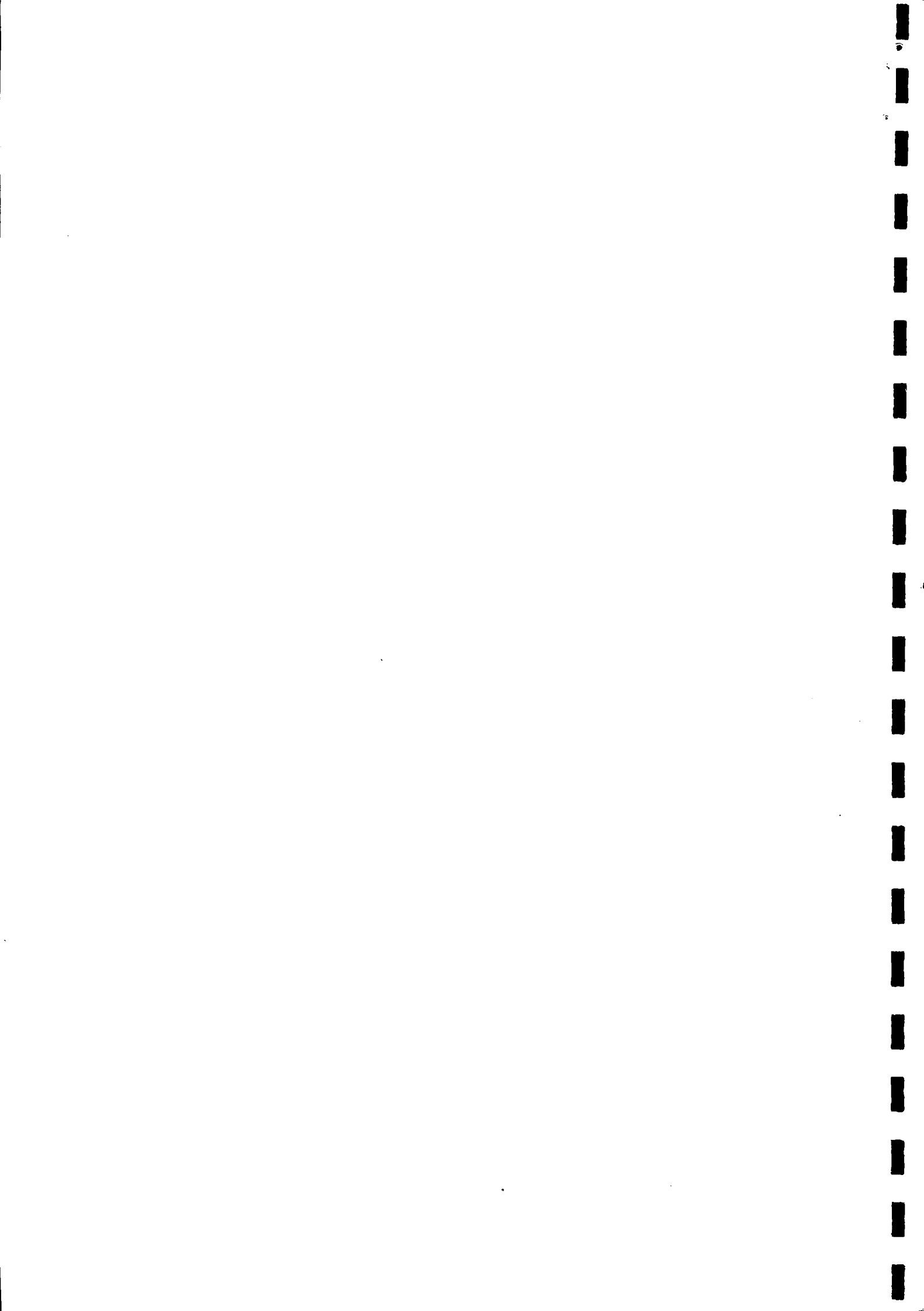
COLLECTION

Page No. 1	534,558,721.95
Page No. 2	38,905,600.00
Page No. 3	107,280,131.24
Page No. 4	14,358,100.00
Page No. 5	25,260,000.00

HVAC INSTALLATION TOTAL CARRIED TO SUMMARY

TZS 720,362,553.19





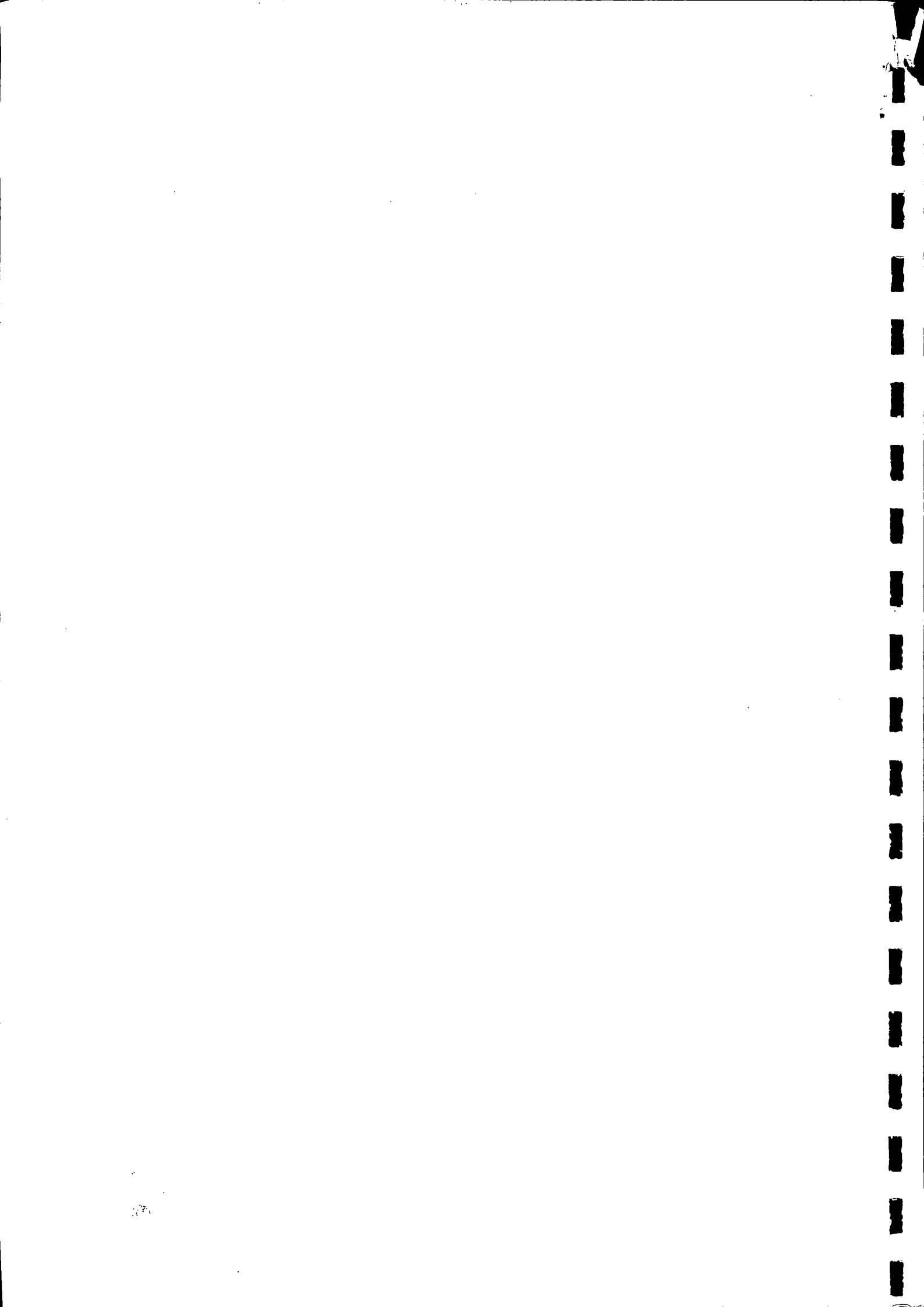
POWER OF ATTORNEY

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SPECIFICATION

5



## **GENERAL SPECIFICATIONS FOR AIRCONDITIONING EQUIPMENT INSTALLATIONS.**

### **1 INTRODUCTION**

This section specifies the general requirements for the air conditioning equipment and materials forming part of the contract and shall apply except where otherwise specified.

### **2 EXTENT OF THE WORKS**

The works include supply, installation, connecting, testing, energizing, commissioning delivering in serviceable condition air conditioning installation and electrical connections shown or specified in this specifications, including all necessary elements as:-

- Split and Central systems air conditioning equipments.
- Variable Refrigerant flow System (VRF)
- Air Handling Unit (AHU)
- Refrigerants pipes,
- Drain Pipes.
- Mechanical ventilations

The works must include all labour, materials, tools, instruments, etc. necessary to execute the works in a first class manner, even such labour or material which are not specifically mentioned in the project but are necessary for satisfactory completion of the works. The works must be delivered up clean, complete and in full working order.

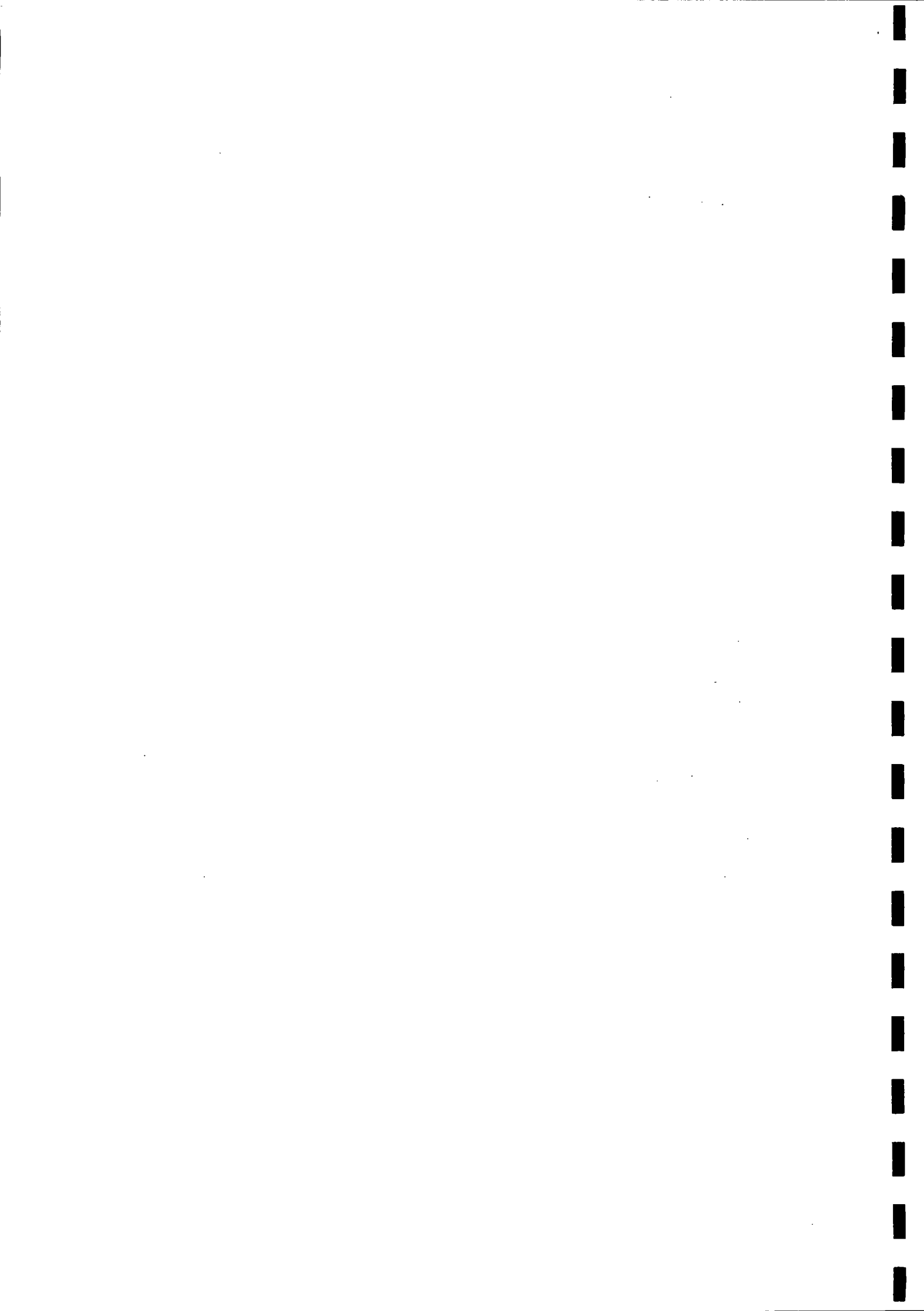
The Contractor shall be responsible for the carrying out and completion of the installation to the entire satisfaction of the Consultant/Engineer as regards workmanship, materials, execution and maintenance within such times as may conform to the Main Contractor's programme, and shall be responsible for compliance with all tests required by the Local Authority and the Consultant.

The Contractor shall undertake all modifications demanded by the authorities in order to comply with regulations, and produce all certificate, if any, from the Authorities without extra charge.

### **3 MATERIALS AND EQUIPMENTS**

All materials, equipment and accessories shall be new as specified and in accordance with the requirement of the current rules and regulations where such exists and with the relevant recognized international standards. Uniformity of manufacturer and type of fittings and accessories shall be preserved as far as practicable throughout the contract works.

Wherever in the contract documents the practice is adopted of specifying a particular item as "similar to" or "as" that listed in a particular manufacturer's catalogue it is to be clearly understood that this is to indicate the type and quality of the equipment required. No attempt is being made to give preference to the equipment supplied by the manufacturer whose catalogue is quoted. Alternate brands of equal and approved quality will be acceptable.





#### **4 PROPRIETARY GOODS AND PROCESS.**

When proprietary goods, materials or processes are specified to be used, such goods, materials or processes shall be fixed, used or carried out in strict accordance with the instructions of the suppliers thereof, and such instructions or directions shall be treated as if they formed part of this specification.

#### **5 REGULATION AND STANDARDS.**

The installation specified in this document shall be erected with equipment, plant components, materials and workmanship in compliance with the latest edition of the relevant standards/codes of practice and in particular the following:

- The Tanzania Government Regulation and Rules.
- Relevant British Standards/Codes of Practice.
- The Electricity Supply Bye-Laws of Tanzania.
- This Specification and approved working Drawings, which are to be read and constructed together.

Wherever there is a foreign standard, the equivalent local standard (National Standard) should be used in the first place with a prior approval of the Project Manager.

#### **6 WORKMANSHIP**

The work shall be carried out in a first class manner under skilled supervision.

Such labour or materials, which are not specifically mentioned in the project, but are necessary for satisfactory completion of the works, shall be included.

The Contractor will be entirely responsible for all materials; apparatus, equipment etc. furnished by him in connection with the contract works and shall take all special care to protect all part of finished work from damage until it is handed over the Employer.

The Engineer shall have the authority to have any part of the work, which is executed in unsatisfactory manner, removed and replaced.

#### **7 FIXINGS**

All apparatus and accessories shall be fixed in position with the full of correct size of fixing bolts, screw etc. as catered for by the manufacturer of the apparatus and as appropriate to the surface to which they are fixed.



## 8 TUBING GENERALLY

All tubing exposed on faces of walls shall, unless otherwise specified, be fixed at least 25mm clear of adjacent surface with approved holderbats built into walls, cut and pinned to walls in cement mortar; where fixed to woodwork, suitable clips shall be used.

Tubes shall be fixed to true lines parallel to adjacent lines of the building, unless otherwise specified.

Where insulated, tubing shall be fixed with the insulation at least 25mm clear of adjacent surfaces.

Tube fixings and supports shall, if nothing else is specified, be arranged at intervals not greater than these given in the following tables:

### Unplasticized PVC Pipes

DIAMETER OF PIPE (MM)	MAXIMUM SPACING OF HORIZONTAL RUNS (MM)	FIXING IN VERTICAL RUNS (MM)
12	300	900
19	400	900
25	400	900
32	500	1,200
38	500	1,200
50	600	1,200
63	600	1,500

Each support shall take its due proportion of the weight of the tube or pipe and shall allow free movement for expansion and contraction.

All formed bends shall be made so as to retain the full diameter, with radius not less than 40mm.

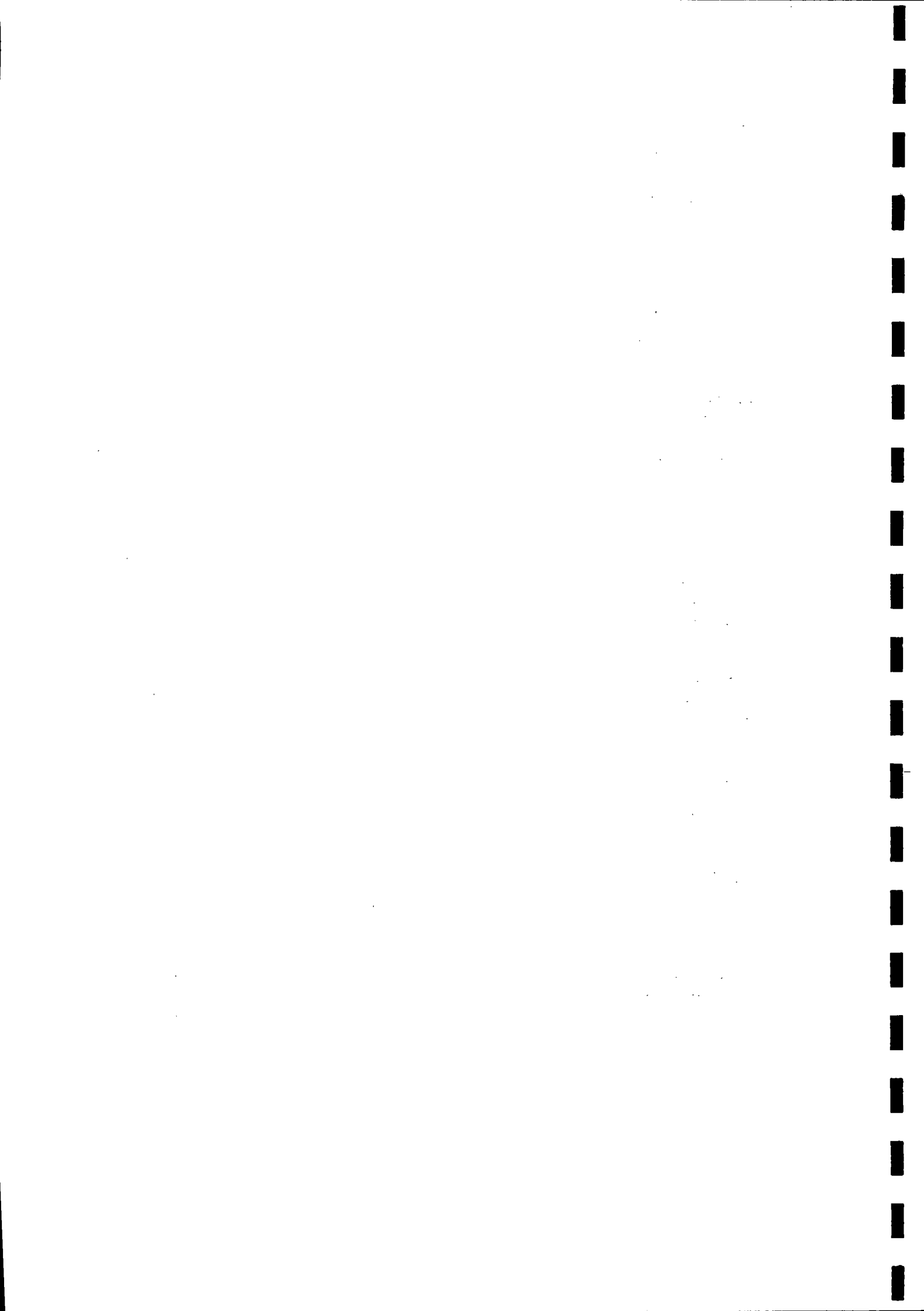
When using commercial copper pipes and fittings the following shall be observed:

### Gas Pipe

REFRIGERANT	OUTSIDE DIAMETER (MM)	WALL THICKNESS (MM)
R18, 22	9.5	0.8
R35	12.7	0.8
R45, 60	15.9	1.0

### Gas Pipe Insulation

REFRIGERANT	OUTSIDE DIAMETER (MM)	WALL THICKNESS (MM)
R18,22	12-15	8-10
R35,R410A	14-16	8-10
R45, 60	16-20	8-10



**9 MATERIAL TESTS**

All equipment to be installed under this contract shall be tested, unless otherwise directed, in accordance with the relevant B.S. specification.  
The Contractor shall be responsible for preparing specimens and performance tests and analysis to demonstrate conformance of the various materials with the applicable standards.

**10 TRANSPORT AND STORAGE**

All equipment shall during transportation be suitably packed, crated and protected to minimize the possibility of damage and prevent corrosion and other deterioration.  
On arrival at site all equipment shall be examined for damage to parts and protective coats made good before storage or installation.  
Adequate measures shall be taken to ensure that equipment do not suffer any deterioration during storage.

Prior to installation all materials and equipment shall thoroughly be cleaned.  
If, in the opinion of the consultant, any equipment has deteriorated or has been damaged to such an extent that it is not suitable for installation, the contractor shall replace this equipment at his own cost.

All supplies and installation of electrical equipment associated with the air conditioning equipment installation shall be carried out by the Contractor unless otherwise specified.  
All electrical installations shall be carried out by competent, licensed and approved Electrical Contractor.

The complete electrical installation stipulated in this specification shall comply strictly with the Electrical Supply Authority Bye-Laws, applicable TANESCO requirements, Regulations for the Electrical Equipment of Building as published by the Institution of Electrical Engineers, (United Kingdom) and General Electrical Specifications.

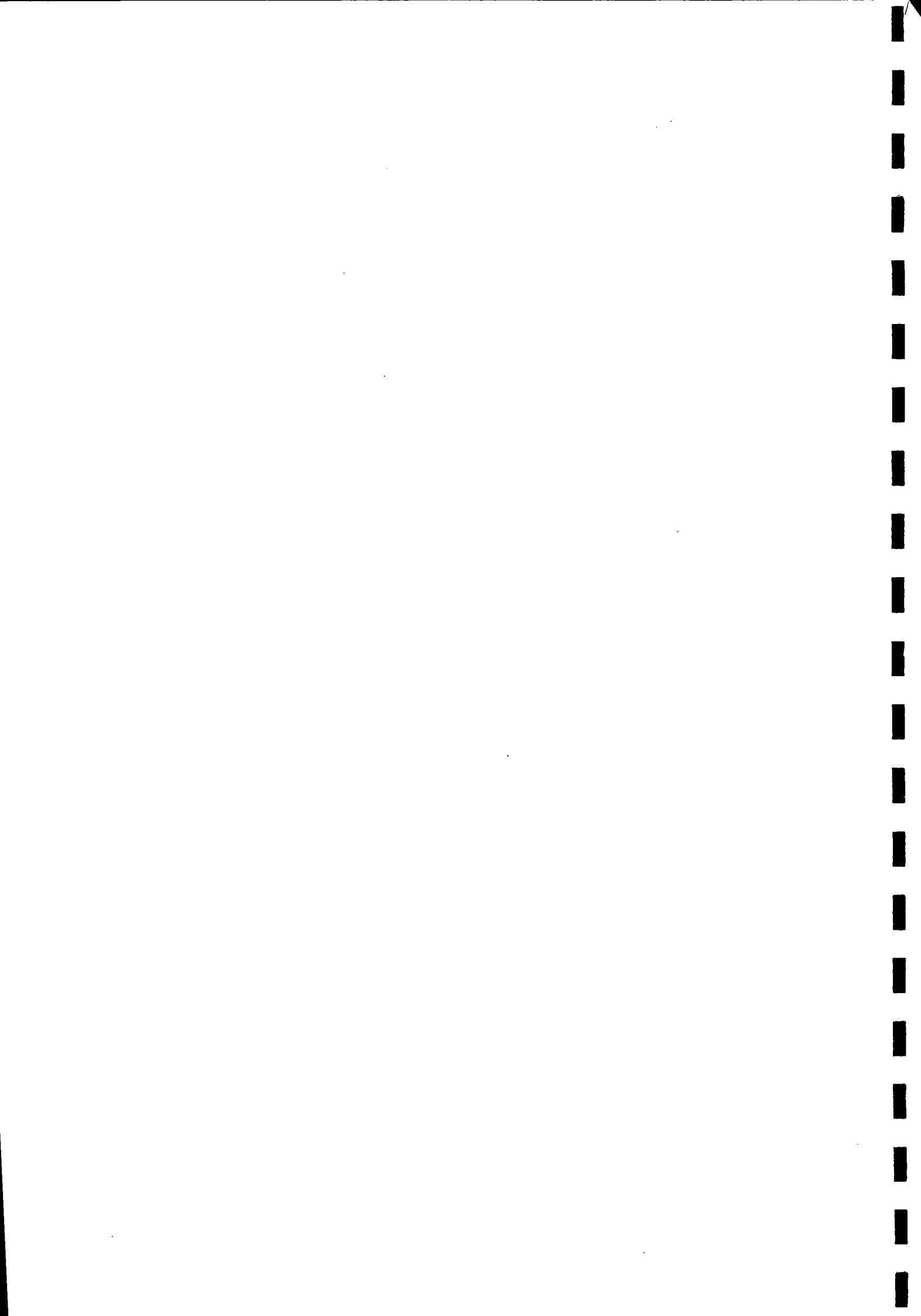
Immediately upon appointment, the Contractor shall submit two sets of all wiring diagrams and electrical drawings, in such details as to make clear the required electrical connections to and between his equipment including details of electrical power supply requirements of all equipment to be supplied under this contract. These drawings shall be part of the working drawings.

**11 BUILDERS WORK**

The Contractor shall not make holes in nor cut the building fabric without the consent of the Consultant.

Permanent holes in building fabric to accommodate pipes, trunking, cable trays, etc. are excluded in this contract and shall be carried out by the main contractor at the direction and instruction of the contractor.

All repair and making good of holes etc. In connection with the air conditioning equipment installation shall be carried out by the main contractor.



**12 CONTROLLING SYSTEM**

This should be a wireless/wired remote controller with built-in microprocessor for easy operation and at a glance confirmation of settings.

**13 SEVERE WEATHER PROTECTION**

The outdoor units shall be protected against corrosion resulting either from salt or atmospheric pollution by applying antirust protection paint or oil paint as necessary.

**14 SERVICE AND MAINTENANCE**

The Contractor shall include in the tender one copy of a proposal for a service and maintenance contract.

The service and maintenance contract shall include regular inspection of the air conditioning equipment installations, any adjustment and replacements of worn out or damaged materials and cleaning.

**15 FINAL DRAWINGS AND MANUALS**

Upon completion of the air conditioning equipment installation works the Contractor shall prepare two (2) sets of as – built drawings. The Contractor shall also prepare two (2) sets of Operation manuals and 2 sets of Maintenance Manuals.





Standard Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the [14] of Jan 2022],

We the undersigned [Ea Brothers Contractors co. ltd] of [P.O. Box 72318 Dar es Salaam], by virtual of authority conferred to us by the Board of Resolution No. 001 of 02<sup>nd</sup> day of November, 2016 do hereby ordain nominate and appoint [Edward P. Shayo] of [P.O. Box 72318, Dar Es Salaam] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender No. ME/007/2021-2022/HQ/W/25 that is to say;

To act for the company and do any other thing or things incidental for ME/007/2021-2022/HQ/W/25 For Proposed HVAC Installation Works for the Completion Construction of Katavi RRH - OPD, Diagnostic Centre and Maternity wing at Mpanda Municipality, Katavi Region in Tanzania for Ministry of Health, Community Development, Gender, Elderly and Children.

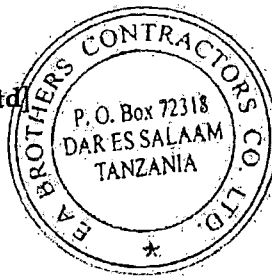
AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and effect as if this deed has not been executed.

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

SEALED with the common seal of the said [Ea Brothers Contractors Co. Ltd] and delivered in presence of us this 14<sup>th</sup> day of January 2022

IN WITNESS whereof we have signed this deed on this 14<sup>th</sup> day of January 2022 at Dar es Salaam for and on behalf of [Ea Brothers Contractors co. ltd]

SEALED and DELIVERED by the  
Common Seal of [Ea Brothers Contractors Co. Ltd]  
This 14<sup>th</sup> day of January 2022

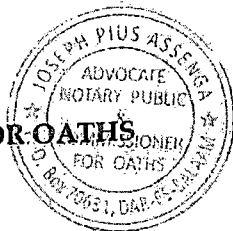


*[Signature]*

DONOR

BEFORE ME

*[Signature]*  
COMMISSIONER FOR OATHS



**ACKNOWLEDGEMENT**

I [Edward P. Shayo] do hereby acknowledge and accept to be Attorney of the said [Ea Brothers Contractors Co. Ltd] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly

SIGNED AND DELIVERED by the said

[Edward P Shayo] identified to me:

By [insert name]

The later known to me personally

This 14<sup>th</sup> day of January 2022



.....  
DONEE

BEFORE ME

*[Signature]*  
.....

COMMISSIONER FOR OATHS

