

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



CONTRACT DOCUMENT

FOR

ME/007/2021-2022/HQ/W/19 PROPOSED EXTENSION AND
REHABILITATION OF OPD AND MATERNITY BUILDING AT
MAWENI RRH PROCUREMENT UNDER TANZANIA COVID
19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP)
MOHCDGEC/2021/2022/HQ/W/8.

CLIENT:
MINISTRY OF HEALTH,

COMMUNITY DEVELOPMENT
GENDER, ELDERLY AND CHILDREN
P.O.BOX 743 DODOMA.

CONTRACTOR:
SEND STAR COMPANY LTD
P.O Box 14012 DAR E SALAAM.

DECEMBER, 2021

. Form of Contract

This Contract, made the ^{20th}..... day of ^{December}..... 2021 between the PERMANENT SECRETARY, MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN of P.O.Box 743 DODOMA (hereinafter called "the Employer") and SEND STAR COMPANY LTD P.O Box 14012 DAR ES SALAAM (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Tender ME/007/2021-2022/HQ/W/19 PROPOSED EXTENSION AND REHABILITATION OF OPD AND MATERNITY BUILDING AT MAWENI RRH PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP) (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tanzania Shillings Three Billion Five Hundred Ninety Million Twenty-Two Thousand Seven Hundred Eighty Eight Six Cents (3,590,022,780.86) 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 or such other sum Tanzania Shillings Three Billion Five Hundred Ninety Million Twenty-Two Thousand Seven Hundred Eighty Eight Six Cents (3,590,022,780.86) VAT Inclusive for the period of 6 calendar months after site possession with 12 calendar months for Defects liability. 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, Community, Development, Gender, Elderly and Children,

<p>..... Signature of Authorized representative Name..... Occupation.....</p>	<p>KATIBU MKUU WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO - (AFYA) P.O. Box 743, DODOMA</p>	<p>In the presence of Signature..... Name..... Occupation.....</p>
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For and on behalf of Messrs SEND STAR COMPANY LTD

<p>..... Signature of Authorized representative Name..... Occupation.....</p>	<p>SEND STAR COMPANY LTD P.O. Box 14012 DAR-ES-SALAAM</p>	<p>the presence of Signature..... Name..... Occupation.....</p>
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Form of Tender

Date: 18th Day of November, 2021

To: PERMANENT SECRETARY,
MINISTRY OF HEALTH,
COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN,
P.O. BOX 943,
DODOMA.

We SEND STAR COMPANY LIMITED, offer to execute the PROPOSED EXTNSION REHABILITATION OF OPD AND MATERNITY BUILDING AT MAWENI HOSPITAL for Tender No. ME/007/2021-2022/HQ/W/19 in accordance with the Conditions of Contract accompanying this tender for the Contract Price of TShs. 2, 497,472,680,590 /= (Two Billion Four Hundred Seventy Two Million Six Hundred Eighty Thousand Five Hundred Ninety Only) VAT Exclusive

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	N/A	N/A
(b)			

The advance payment required is:-

	Amount	Currency
(a)	15%	TSHS
(b)	374,652,088.50	TSHS

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

We hereby confirming [National Construction Council of Tanzania] to be the appointing authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [National Construction Council of Tanzania]

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]

SEND STAR COMPANY LTD
P.O. Box 14012
DAR-ES-SALAAM

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

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: DEOGRATIUS M. STEPHEN / TECHNICAL DIRECTOR

Name of Tenderer: M/S SEND STAR COMPANY LIMITED

Address: P. O. BOX 14012, DAR ES SALAAM.

SEND STAR COMPANY LTD.
P.O. Box 14012
DAR-ES-SALAAM 

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 18th Day of November, 2021
WE the undersigned Send Star Company Limited of P.O. Box 14012, Dar es salaam by virtue of
authority conferred to us by the Board Resolution No. SSC/R/1/2021 of 6th January, 2021, do hereby
ordain nominate and appoint DEOGRATIUS .M. STEPHEN of P.O. BOX 14012, 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/19
that is to say;

To act for the company and do any other thing or things incidental for PROPOSED: EXTNSION
REHABILITATION OF OPD AND MATERNITY BUILDING AT MAWENI HOSPITAL for Tender No.
ME/007/2021-2022/HQ/W/19 for PERMANENT SECRETARY, MINISTRY OF HEALTH, COMMUNITY
DEVELOPMENT, GENDER, ELDERLY AND CHILDREN, P.O. BOX 943, DODOMA.

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

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

SEALED with the common seal of the said SEND STAR COMPANY LIMITED and delivered in the
presence of us this 18th Day of November, 2021.

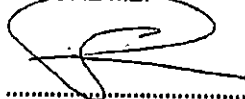
IN WITNESS whereof we have signed this deed on this 18th Day of November, 2021 at Dar es
Salaam for and on behalf of SEND STAR COMPANY LIMITED.

SEALED and DELIVERED by the
Common Seal of SEND STAR CO. LTD
This 18th Day of November, 2021



DONOR
ELIHURUMA SIFAEI MAREHE
DIRECTOR OF FINANCE

BEFORE ME:



COMMISSIONER FOR OATHS



SEND STAR COMPANY LTD
P.O. Box 14012
DAR-ES-SALAAM

ACKNOWLEDGEMENT

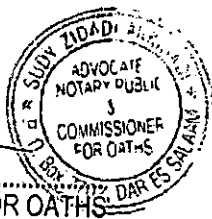
I DEOGRATIUS MACMILLAN STEPHEN do hereby acknowledge and accept to be Attorney of the said SEND STAR CO. LTD under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
DEOGRATIUS MACMILLAN STEPHEN
Identified to me by ELIHURUMA SIFAEI MAREHE
The latter known to me personally
This 18th Day of November, 2021



DONEE
DEOGRATIUS MACMILLAN STEPHEN
TECHNICAL DIRECTOR

BEFORE ME



COMMISSIONER FOR OATHS

SEND STAR COMPANY LTD
P.O. Box 14012
DAR-ES-SALAAM



LETTER OF NOTIFICATION TO AWARD

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

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 209/549/01/217

3rdDecember, 2021

SEND STAR COMPANY LTD
P.O Box 14012
DAR ES SALAAM.

RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO TENDER NO.
ME/007/2021-2022/HQ/W/19 PROPOSED EXTENSION AND
REHABILITATION OF OPD AND MATERNITY BUILDING AT MAWENI RRH
procurement under TANZANIA COVID 19NSOCIAL ECONOMIC RECOVERY
PLAN (TCRP)

Reference is made to the above heading.

2. Please be informed that, your Tender No: ME/007/2021-2022/HQ/W/19 submitted was approved by Ministerial Tender Board held on 3rd December, 2021.
3. The contract is hereby accepted by the Ministry of Health Community Development, Gender, Elderly and Children at a Contract sum of Tanzania Shillings Three Billion Five Hundred Ninety Million Twenty-Two Thousand Seven Hundred Eighty-Eight Six Cents (3,590,022,780.86) VAT Inclusive for the period of 6 calendar months after site possession with 12 calendar months for Defects liability.

Thank you for your cooperation.

A handwritten signature in black ink, appearing to read 'Tumainiel E. Macha'.

Tumainiel E. Macha
ACTING PERMANENT SECRETARY (HEALTH)

- Copy:** Chief Executive Officer
Public Procurement Regulatory Authority
P. O. Box 2865
Dodoma
- Copy :** The Controller and Auditor General
P. O. Box 950
Dodoma
- Copy :** Attorney General
Attorney General Chambers
Ministry of Justice and Constitutional
Affairs
P. O. Box 630
Dodoma.
- Copy :** Director
Technical Audit Unit
Ministry of Finance
P. O. Box 2802
Dodoma
- Copy :** Internal Auditor General
Ministry of Finance and Planning
P. O. Box 2802
Dodoma
- Copy :** Regional Manager,
Tanzania Revenue Authority,
P.O.Box 679
Dodoma

LETTER OF ACCEPTANCE



SEND STAR COMPANY LIMITED

TEL: 2129665

Website: www.sendstar.co.tz

P. O. BOX 14012

FAX: 2129665

E-mail: send_star@yahoo.com

DAR ES SALAAM

Building, Civil Contractor and Geotechnical

Our ref: SSC/REH/ACCEPTANCE/AFYA/01/2021

Date: 6th December, 2021

Your ref: No. CAB 209/549/01/217

PERMANENT SECRETARY,
MINISTRY OF HEALTH,
COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN,
P.O. BOX 743,
DODOMA.

Dear Sir/Madam,

RE: TENDER NO. ME/007/2021-2022/HQ/W/19 FOR THE PROPOSED EXTENSION AND REHABILITATION OF OPD AND MATERNITY BUILDING AT MAWENI RRH PROCUREMENT UNDER TANZANIA COVID 19 NSOCIAL ECONOMIC RECOVERY PLAN (TCRP).

SUB: ACCEPTANCE OF OFFER TO EXECUTE THE ABOVE MENTIONED.

We are referring to your letter of 3rd December 2021, with ref. CAB.209/549/01/217 which awarded Send Star Co. Ltd the "Tender No. Me/007/2021-2022/HQ/W/19 for the Proposed Extension and Rehabilitation of OPD and Maternity Building at Maweni RRH" valued at 3,590,022,780.86 (Three Billion Five Hundred Ninety Million Twenty Two Thousand Seven Hundred Eighty, Eight Six Cents. Only). VAT Inclusive

We are therefore gratefully writing to accept the above and preparing for the further contractual procedures

Thanks and Regards

Macmillan D.S
TECHNICAL DIRECTOR

Macmillan D. S
Director
Mob: 0754 297247

Marehe E. S
Director
Mob: 0754 - 329336

NEGOTIATION MINUTES

NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL – KIGOMA

Project Name: Proposed Rehabilitation, Refurbishment and Construction of Various Buildings at Maweni Hospital - Kigoma

Conducted On: 01th December, 2021

Venue: NHIF Building – Ministry's Office

SUBJECT OF PROCUREMENT: Proposed Rehabilitation, Refurbishment and Construction of Various Buildings at Maweni Hospital – Kigoma

Attendance

S/N	Name	Title	Organization	Position
1	Anthony Mkhotya	Engineer	MoHCDGE	Chairperson
2	Zaidan Wilfred	S.S.O	MOHCDGEC	Secretary
3	Deogratus Stephane	MD	Send Star	Member

Attended AGENDA

1. Opening of the Meeting
2. Introduction and adoption of Agenda.
3. Discussion on the Contract Parameters
 - i). Scope of Assignment
 - ii). Contract Price
 - iii). Compensation Event
 - iv). Payment Modality
 - v). Liabilities
 - vi). Securities
 - vii). Staffing

NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL – KIGOMA

- viii). Work Duration
 - ix). Mobilization
 - x). Work schedule
 - xi). Professional Indemnity
 - xii). Tax Clearance Certificate
4. AOB.
 5. Closing of the meeting

DISCUSSION AND RESOLUTIONS

S/N	PARTICULARS	DESCRIPTION	ACTION
1	Opening meeting. of	Chairperson of the meeting called the meeting to order at 14:30hrs by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> • Member were self-introduced and hence the meeting was formed by the team from Client side (MOHCDGEC) and Contractor side (M/S Send Star Co. Ltd) • Negotiation parameters were shared to the team and accepted for further discussion and Negotiation 	All
3	Discussion on Contract Parameters	<p>i). Scope of Assignment</p> <p>It was highlighted that contractor will be liable to execute the project as per assigned scope. Areas for execution are</p> <ul style="list-style-type: none"> • Rehabilitation and extension of OPD Block • Rehabilitation and Extension of Maternity Block • Construction of Mortuary <p>The corrected bid price was TZS 2,497,680,590 VAT Exclusive and hence apart of other parameters, the figure was also tabled for negotiation</p> <p>However, it was agreed that to fast track construction progress contractor</p>	Send Star

**NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND
CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL - KIGOMA**

S/N	PARTICULARS	DESCRIPTION	ACTION
		<p>should come up with the best methodology whereby suggested to fast track erecting of framed structure to allow infill blocks.</p> <p>ii). Descriptions on the noted areas</p> <p>Read out and corrected figure for contract price during evaluation was 2,497,680,590 VAT Exclusive</p> <p>a) It was noted that, bid document includes bill of PC Sum that covers for Electrical installation, Plumbing, ICT, and External works but the bill had no fixed/estimated cost. It was agreed that the bill will be revised by the Consultant during execution and be issued to contractor for quotation filling.</p> <p>b) By referring to engineers estimate document, the total cost estimated for PC Sum was TZS 560,000,000 (OPD-TZS 240,000,000, Maternity -TZS 175,000,000, Mortuary - TZS 145,000,000) which is supposed to be part of the proposed contract value.</p> <p>c) It was agreed that bill for Preliminaries will be TZS 64,000,000 (VAT Exclusive) that will cover for entire project whereby the noted balance of TZS 108,500,000 VAT Exclusive from other building proposed to be allocated for contingency amount for the project.</p> <p>d) As per observation made, it was agreed that the proposed contract value must include amount for PC Sum (TZS</p>	<p>info</p> <p>INFO</p>

**NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND
CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL - KIGOMA**

S/N	PARTICULARS	DESCRIPTION	ACTION
		<p>560,000,000 VAT Exclusive) which will make the proposed cost to be TZS 3,608,063,096.2 VAT Inclusive</p> <p>e) Overall Discount offered by the contractor is 0.5% of the proposed contract value (TZS 3,608,063,096.2).</p> <p>f) Thus, from the proposed contract value (TZS 3,608,063,096.2 VAT Inclusive), the contract value is now proposed to be TZS 3,590,022,780.86 VAT Inclusive after reduction of 0.5% discount amounting to TZS 18,040,315.34</p> <p>iii). CONTRACT PRICE</p> <p>It was agreed that contract price to be TZS 3,590,022,780.86 VAT Inclusive but due to budget constrain the contract proposed to be implemented in phase wise whereby phase I will cover only scope under the available budget (2.7bil). The scrutinization of itemized scope under phase I to be prepared by the Consultant upon commencement of the project.</p> <p>iv). Compensation event</p> <p>It was agreed that contractor will attend all of the unforeseen activities that need to be compensated upon consultant approval</p> <p>v). Payment Modality</p> <p>a) 15% of advance payment upon submission of advance payment</p>	<p>INFO</p> <p>Send Star & MOH</p> <p>MOHCDGEC</p>

NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL - KIGOMA

S/N	PARTICULARS	DESCRIPTION	ACTION
		<p>bond</p> <p>b) Recovery for Advance payment will 20% for each IPC and will be full covered at 80% of progress of project.</p> <p>c) 97.5% of contract sum to be paid through Interim Payment Certificate at stage of Practical Completion</p> <p>d) 2.5% (Retention Money) that supposed to be paid upon completion of Defect Liability Period will be paid at Practical Completion period whereby Contractor will be liable to submit Retention money bank guarantee</p> <p>e) In order to meet the financier project completion date, the approach agreed to speed up the progress was that, consultant will evaluate each interim Payment Certificate with inclusion of material on site consideration.</p> <p>vi). Liabilities</p> <p>Contractor confirmed to be liable for all the activities to be executed at site including testing, commissioning and attending any of the damages /defects to be noted during defect liability period.</p> <p>vii). Securities</p> <p>Agreed that Contractor will submit all the necessary covers for Insurance policy</p> <p>viii). Staffing / Key Personnel</p> <p>Contractor Confirmed to have all the key personnel as per submitted list</p>	<p>MOHCDGEC</p> <p>Send Star</p> <p>Send star</p> <p>Send Star</p> <p>Send Star</p>

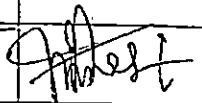
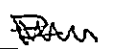

**NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND
CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL – KIGOMA**

S/N	PARTICULARS	DESCRIPTION	ACTION
		<p>ix). Duration of the Project</p> <p>It was agreed that the project duration will be within 6 from date the site possession. However, due to budget constrain, the phase II scope proposed to start immediately after practical completion of phase I and rate for the agreed contract will be valid within six (6) months after practical Completion of phase I.</p> <p>x). Mobilization</p> <p>It was agreed that mobilization period will be seven days from the date of site possession.</p> <p>xi). Work schedule</p> <p>Agreed that contractor will submit a revised works schedule within seven days after site possession.</p> <p>xii). Tax Clearance</p> <p>Contractor confirmed to be available and was submitted for evaluation process</p> <p>xiii). Insurance for the project</p> <p>It was agreed that contractor will submit insurance bond from the reputable institutions to cover for Project performance</p>	<p>Send Star</p> <p>Send Star</p> <p>Send Star</p>
5	AOB		

**NEGOTIATION MINUTES FOR THE PROPOSED REHABILITATION, REFURBISHMENT AND
CONSTRUCTION OF VARIOUS BUILDING AT MAWENI HOSPITAL – KIGOMA**

S/N	PARTICULARS	DESCRIPTION	ACTION
		It was agreed to enhance cooperation during implementation	ALL
7	Closing of meeting	The meeting was closed at 22:00hrs and the chairperson thanked all the members for their constructive comments that lead to meet the negotiation conclusion.	INFO

Representative members, to sign for minutes document on behalf of others and their organizations.

S/N	NAME OF OFFICER	DESIGNATION	INSTITUTION	REMARK	SIGNATURE	DATE
1	Anthony Mkhotya	Engineer	MoHCDGEC	Agreed / Not Agreed		01/12/2021
2	Zaidan Wilfred	S.S.O	MOHCDGEC	Agreed /Not Agreed		1/12/2021
3	Deogratius Stephen	Managing Director	Send Star	Agreed / Not Agreed.		01/12/2021

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract
Instructions for completing the Special Conditions of Contract

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

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defects liability Period will be 365 days</p> <p>The Employer is</p> <p>Ministry of Health, Community Development, Gender, Elderly and Children,</p> <p>P. O. Box 743, 40478</p> <p>Dodoma,</p> <p>Telephone: +255- 22-2342000/5</p> <p>Electronic mail address: ps@afya.go.tz</p> <p>1. The name and identification number of the Contract is MOHCDGEC/2021/2022/HQ/W/8</p> <p>The Commencement Date shall be Seven days after site possession</p> <p>The Intended Completion Date for the whole of the Works shall be 6 months after signing of contract</p> <p>The Site is located at Maweni Kigoma . And is defined in drawings.</p>
2	2.2	Indicate whether sectional completion is specified "NOT Specified"
3	2.3	<p>List other documents that form part of the contract if any:</p> <ul style="list-style-type: none"> i. Form of Contract ii. Form of Tender iii. Special Condition of Contract iv. General Condition of Contract

		<p>v. Letter of Notification to award</p> <p>vi. Letter of Acceptance</p> <p>vii. Negotiation minutes</p> <p>viii. Priced Bill of Quantities</p> <p>ix. Drawings.</p>
		The law that applies to the Contract is the Laws of Tanzanian
5	7.1	<p>Address for communication</p> <p>Employer's:</p> <p>Ministry of Health, Community Development, Gender, Elderly and Children,</p> <p>Government City,</p> <p>P.O. Box 743, 40478</p> <p>Dodoma.</p> <p>Contractor's SEND STAR COMPANY LTD P.O. Box 14012 DAR ES SALAAM</p>
7	16.1	<p>The minimum insurance covers for shall be;</p> <p>(a) for loss or damage to the Works, Plant and Materials: TZS 50,000,000.00 (Tanzanian Shillings Fifty Million only)</p> <p>(b) For loss or damage to Equipment: TZS. 30,000,000 (Tanzanian Shillings Thirty Million only)</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: TZS. 50,000,000 (Tanzanian Shillings Fifty Million only)</p> <p>(d) The minimum cover for personal injury or death insurance</p> <p>(e) for the Contractor's employees is TZS 10,000,000 (Tanzanian Shillings Ten Million only)</p> <p>And for other people TZS. 10,000,000 (Tanzanian Shillings Ten Million</p>

		only)
4	4.1.	The language of the Contract documents is English
8	17.1	<p>Site Investigation Reports available to the Tenderer are:</p> <p>a) Topographic survey</p> <p>b) Site layout plan</p> <p>c) Geo-tech survey report</p> <p>However, the Contractors are expected to supplement the provided information by their own investigations to an extent, which they consider necessary for preparing a realistic tender for the envisaged works.</p>
9.	25.4	<p>The other measures include:</p> <p>a. Minimising the number of migrant workers employed on the project and household in the site camp</p> <p>b. Providing access to voluntary counseling and testing (VCT)</p> <p>c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>Providing condoms (male and female) to workers</p>
10	27.1	The Site Possession Date shall be 7 days after the date of signing contract.
		<p>31.1 Hourly rate of Fees payable to the Adjudicator is to be determined</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include:</p> <ul style="list-style-type: none"> • Accommodation Allowance to be determined by NCC • Transport T.Shs to be determined by NCC per kilometer while at arbitration place using a private car • Transport to and from Kigoma.
11	30.4	Arbitration will take place at DODOMA in accordance with rules and regulations published by The National Construction Council (NCC) Tanzania
12.	32.1	Appointing Authority for the Adjudicator is The National Construction Council (NCC) of Tanzania

		B. Time Control
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13.	34.1	The Contractor shall Submit a revised Program for the Works within 14 days of delivery of the Letter of Acceptance.
14.	34.2	The period between Programme updates is 30 days. The amount to be withheld for late submission of an updated Program is TZS 250,000.00 per week. Nonrefundable to Contractor.
		C. Quality Control
15.	42.1	The Defects Liability Period is 365 days.
		D. Cost Control
16	50.7	Minimum amount of Interim Payment Certificate will be N/A
17	53.1	Site possession will be 7 days after signing of contract
18.	52.1	The currency is Tanzania Shillings
19.	55.1	The contract is not subject to price adjustment in accordance with Clause 49 of the General Conditions of Contract N/A.
20.	56.1	The amount of retention is 10% of value of works of Interim Payment Certificate'. Limit of retention: 5% of contract price
21.	57.1	The amount of liquidated damages is 0.1 percent of contract price per day.
	57.1	The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10%.
22.	58.1	The Bonus for early completion is N/A

24.	59.1	<p>The amount of advance payment shall be 15% per cent of the Two Billion Seven Hundred Million (2,700,000,000) as amount in Phase 1 payable within 28 days after certification by Project Manager and upon submission of advance payment guarantee.</p> <p>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.</p>
25.	60.1	<p>The Performance Security shall be the minimum amounts equivalent to 10% of the contract price in the form of:</p> <p>(a) Bank Guarantee</p> <p>The standard form of Performance Security acceptable to the Employer shall be "<i>an Unconditional Bank Guarantee</i>" of the type presented in Section IX of the Tendering Documents</p>
26.	64.1	<p>Site handover shall 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</p> <p>E. Discharge of the contract</p>
27.	66.2	<p>The date by which "as built" drawings are required is 60 days after substantial completion of works.</p> <p>The amount to be withheld for failing to produce "as built" drawings by the date required is TShs. 100,000.00 per day.</p> <p>The amount to be withheld for failing to produce operating and maintenance manuals by the date required is TZS 100,000/-</p>

GENERAL CONDITIONS OF CONTRACT

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1.	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The Adjudicator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The Arbitrator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>Bill of Quantities -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 53 [Compensation Events]</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 63.1 [Completion Certificate].</p> <p>The Contract is the agreement entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 [Interpretation] below.</p> <p>The Contractor is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p>
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	<p>The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days.</p> <p>Day-works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.</p> <p>The Defects Liability Period is the period stated in the Special Conditions of Contract and calculated from the Completion Date.</p> <p>Drawings means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the employer in accordance with the contract</p>
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Effective Contract date is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfilment of the conditions precedent stipulated in GCC 3 [Conditions Precedent].

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

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

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

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

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

Months mean calendar months.

Plant is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.

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

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

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

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

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

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

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

		<p>Force Majeure means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
2. Interpretation	2.1	<p>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.</p>
	2.2	<p>If sectional completion is specified in the Special Conditions of Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>

	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none">(1) Form of Agreement,(2) Special Conditions of Contract,(3) General Conditions of Contract,(4) Letter of Acceptance,(5) Certificate of Contract Commencement,(6) Specifications,(7) Drawings,(8) Bill of Quantities,(9) Contractor's Tender, and(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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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 SCC.

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

		abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
13. Employers and Contractor's Risks	13.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
14. Employers Risks	14.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.</p>
	14.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p>

		(c) the activities of the Contractor on the Site after the Completion Date.
15. Contractor's Risks	15.1	From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
16. Insurance	16.1	<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	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	16.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies.
17. Site Investigation Reports	17.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement Date and shall carry out the Works in accordance with the Works Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
21. Approval by the Project Manager	21.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are

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

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

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

		eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the SCC.
	30.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	30.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
31. Fees and Costs of Adjudicator	31.1	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
32. Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
33. Security of the Site	33.1	Unless otherwise stated in the SCC, (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		B. Time Control
34. Program	34.1	Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program

		within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	34.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	34.4	The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events if any.
35. Extension of the Intended Completion Date	35.1	The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	35.2	The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensations event(s) or variation.
	35.3	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in

		dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.
36. Acceleration	36.1	When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	36.2	in the event the Contractor's priced proposals for acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
37. Delays Ordered by the Project Manager	37.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	38.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	38.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

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

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

44. Uncorrected 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.
		D. -Cost Control
45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
46. Changes in the Quantities	46.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	46.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	46.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

47. Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
48. Payments for Variations	48.1	The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	48.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is not above the limit stated in GCC 44.1 [Uncorrected Defects] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
	48.3	If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	48.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

	48.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning notice.
49. Cash Flow Forecasts	49.1	When the Works Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
50. Payment Certificates	50.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	50.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days from the receipt of the statement.
	50.3	The value of work executed shall be determined by the Project Manager.
	50.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.

	50.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	50.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC.
51. Payments	51.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.
	51.2	If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	51.3	Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

	51.4	Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
52. Currencies	52.1	The currency of payment shall be stated in the SCC.
		Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature

53. Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
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		<p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.</p>
	53.2	<p>If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by, how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>
	53.3	<p>As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.</p>
	53.4	<p>The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project</p>

		Manager.
52. 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.
53. 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.

D	The contractor shall clean and cart away all rubbish as it accumulates and keep the works in orderly condition to the satisfaction of the employer.	2,000,000	
	TO COLLECTION TSHS.	17,000,000	
	COLLECTION		
	Page No. 1	-	
	Page No. 2	-	
	Page No.3	-	
	Page No. 4	-	
	Page No.5	-	
	Page No. 6	30,000,000	
	Page No. 7	23,000,000	
	Page No.8	17,000,000	
	BILL NR.1 - PRELIMINARIES CARRIED TO GENERAL SUMMARY	70,000,000	

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SEND STAR COMPANY
P.O. Box 140/2
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
ELEMENT No. 01 - SUBSTRUCTURE					
<u>Soil sterilisation.</u>					
A	Gladiator solution 4TC applied to hardcore bed as per manufacturer specification	1373	M ²	6,000	8,238,000
B	Ditto; at a rate of 8 litres per linear metre to external backfilling of foundations	1185	M	3,000	3,555,000
<u>Damp Proof Membrane</u>					
C	500 Gauge polythene damp proof membranes; laid in two layers on sand blinded hardcore bed surfaces.	1373	M ²	6,000	8,238,000
CONCRETE WORK:					
<u>Reinforced in-situ concrete grade '20'; vibrated; including vibrating around reinforcements;</u>					
A	100mm thick beds	137	M ³	350,000	48,055,000
B	Plinth beams	41	M ³	350,000	14,308,875
REINFORCEMENTS: (Provisional):					
<u>High tensile steel reinforcement bars to BS 4449:1969; including tying wire and spacer blocks</u>					
A	12mm dia bars for plinth beam	5062	Kg	5,000	1,880,000
B	6mm dia mild steel bars	1973.03	Kg	5,000	9,865,125
TO COLLECTION					94,140,000

8/3/11

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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	FORMWORK				
	<i>Sawn Formwork to:</i>				
A	Vertical sides of of plinth beams	400	M ²	24,000	9,600,000
B	Edges of bed; 100mm high	892	M	2,400	2,140,800
	Damp Proof Course:				
C	150mm wide; Hessians based damp proof course; laid on blockwork with 150mm end laps	1185	M	4,000	4,740,000
	Render: cement and sand (1:3); trowelled				
D	12mm thick; to plinth; to concrete or block work base	2370	M ²	12,000	28,440,000
	<i>Prepare and apply three coats of black bituminous paint on:</i>				
E	Rendered surfaces to plinth	2370	M ²	12,000	28,440,000
	TO COLLECTION				73,360,800
	COLLECTION:				
	Page 1				94,140,000
	Page 2				73,360,800
	ELEMENT NR. 1 - SUBSTRUCTURE CARRIED TO SUMMARY OF BILL NR. 3				167,500,800

8/3/1/2

SEND STAR COMPANY LTD
P.O. Box 140
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
BILL NR.2 - PC & PROVISIONAL SUMS					
<i>The following provisional sums are for the works or costs which can not entirely be foreseen, defined or detailed during the preparation of Bills of Quantities and should be used in whole or in part at the discretion of the Architect:</i>					
A	Electrical Installation	1	Sum		-
B	Plumbing Installations	1	Sum		-
C	External works	1	Sum		-
D	Allowance for making up levels	1	Sum		-
BILL NR. 2 - PC & PROVISIONAL SUMS CARRIED TO GENERAL SUMMARY					

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
ELEMENT No. 02 – FRAMES					
CONCRETE WORK:					
<i>Reinforced in-situ concrete grade '20'; vibrated; including vibrating around reinforcements:</i>					
A	Columns	15.4	M ³	350,000	5,380,200
B	Ring beams	59	M ³	350,000	20,530,125
REINFORCEMENTS: (Provisional):					
<i>High tensile steel reinforcement bars to BS 4449:1969; including tying wire and spacer blocks</i>					
A	12mm dia bars for ring beam	5062	Kg	5,000	25,311,600
B	6mm dia mild steel bars	1973	Kg	5,000	9,865,125
C	16mm dia bars for columns	31263	Kg	5,000	2,565,000
Formworks					
Sawn formwork to:					
A	Vertical sides of columns	1054	M ²	24,000	25,297,920
B	Sides of ring beams	2370	M	10,800	25,596,000
TO COLLECTION					114,545,970
ELEMENT No. 02 – FRAMES CARRIED TO SUMMARY OF BILL No. 03					114,545,970

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P.O. Box 14812
DAR-ES-SALAAM

8/3/21

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 04 - ROOFING: (All Provisional)				
	ROOF STRUCTURE:				
	STRUCTURAL TIMBER WORK:				
	<i>Well seasoned, treated softwood; pressure impregnated; moisture content not more than 20%</i>				
A.	150x50mm Tie Beam	630	M	13,500	8,505,000
B.	100x50mm Struts	1635	M	9,000	14,715,000
C.	100x50mm Rafter	945	M	9,000	8,505,000
D.	50x50mm Purlins	2184	M	4,500	9,828,000
E.	150x50mm Wall plate	176	M	13,500	2,376,000
F.	Allow item for joining pieces to all roof truss members, where joint is required to form one continuous piece	1	Item	2,000,000	2,000,000
	<i>Prime quality hardwood mninga or mkongo.</i>				
G.	250x25mm thick fascia boards	176	M	36,000	6,336,000
	ROOF COVERINGS:				
	<i>Troughed IT 5 Profile coloured Green roofing sheets Gauge "28", lapped to sides and ends as per manufacture's specification: fixed to purlins (m/s).</i>				
D.	Roof covering sloping not exceeding 45 degrees from horizontal.	483	M ²	56,000	27,048,000
E.	Ridge capping; 260mm girth	78	M	18,000	1,404,000
F.	Valley cover	89	M	18,000	1,602,000
	TO COLLECTION				82,319,000

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DAR-ES-SALAAM

ROOF DRAINAGE					
A.	150mm Half round UPVC rain water gutter as per Engineer's instructions including fixing with brackets and all	176	M	18,000	3,168,000
B.	Bends	30	No	8,000	240,000
C.	Outlets	10	No	10,000	100,000
D.	100mm diameter uPVC rain water down pipes fixed to wall	66	M	16,000	1,056,000
E.	Extra; swanneck	10	No	14,000	140,000
TO COLLECTION					4,704,000
COLLECTION:					
Page 1					82,319,000
Page 2					4,704,000
ELEMNENT No. 05 – ROOFING CARRIED TO SUMMARY OF BILL No. 03					87,023,000

3/5/2

SEND STAR COMPANY LTD.
P.O. Box 14012
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 05 - DOORS				
	WOOD WORK				
	<i>Prime quality hardwood paneled doors</i>				
A.	45x145mm Frame;40mm thick 1000x2400mm high paneled door comprising of 125mm wide stiles and top rail;180mm wide bottom rail;125mm intermediate rail; with 30mm thick solid panels, housed to stiles and rail. All Mkongo hardwood frames polished with two top light provide 6mm clear glass;16mm horizontal oxide bars with 50mmx25mm hardwood beads (M/S); (D1)	1	No.	1,400,000	1,400,000
B	Ditto; 910 x 2400mm high; (D2)	181	No	700,000	126,700,000
	Hard wood frames				
A.	1000 x 2400 x 45mm	1	No	183,600	183,600
B	900 x 2400 x 45mm	181	No	237,600	43,005,600
	Glazing				
	<u>6mm thick toughed clear glass fixed with hardwood beads (m/s)</u>				
A.	Panes over 0.5m ² not exceeding 1.0 m ²	24	M ²	80,000	1,920,000
	TO COLLECTION				173,209,200

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SEND STAR COMPANY LTD
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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 06 - WINDOWS				
	ALUMINIUM WINDOWS				
	<i>Composite Aluminium window units; as microns manufactured to Architects satisfaction finished with 21 microns silver anodized Aluminium alloy; matt finished; including assembling as necessary, bedding frame in proprietary bedding compound, pointing externally with mastic and stripping protective tape from Aluminium frame with and including mullions, transoms and unblocking devices where necessary; including mosquito gauze ex. USA externally;</i>				
A.	1500 x 1500mm high; divided into 2No panels; sliding panels; glazed with 6mm frosted/sand blasted glass; complete with locks; (W1)	216	No	675,000	145,800,000
B	700 X 500mm high; divided into 2No panels; sliding ditto; (W3)	12	No	105,000	1,260,000
	WINDOW GRILL				
	<i>Mild steel protected from rust by applying undercoat of zinc chromate and two finishing coats of gloss paint;</i>				
D	Window grills: comprising of flat bars, 19mmx4mm : 25x25mm hollow square section (HSS frames; cut and bent to pattern) as specified by the Architect.)	34	M ²	180,000	6,120,000
	ELEMENT No. 07 - WINDOWS CARRIED TO SUMMARY OF BILL No. 03				153,180,000

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P.O. Box 14012
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No 7 - FINISHINGS				
	FLOOR FINISH				
	TILES; SLAB				
	<i>Porcelain tiles; high quality; fixed to backing with adhesives and pointed with tile grout; pattern as per Architect's instructions</i>				
A.	400 x 400 x 8mm thick first quality non-glazed tiles to floor;	1373	M ²	70,000	96,110,000
B	8mm x 100mm high tile skirting	2370	M	7,000	16,590,000
	<i>Plastering in two-coats, steel troweled to smooth finish; first coat consisting of cement, lime putty and sand (1:2:4); finishing coat cement and lime (1:10):</i>				
C	15mm thick to wall	9006	M ²	14,000	126,084,000
	TILES; SLAB OR BLOCK FINISHING				
	<i>Glazed ceramic wall tiles; to BS 1281 fixed to backing with approved adhesives and pointed with approved tile grout:</i>				
D	250 x 400 x 8mm Thick tiling; to walls.	210	M ²	62,000	13,020,000
E	9mm PVC tile trim	60	M	10,000	600,000
	<i>Beds and backings; cement and sand (1:4); wood floated</i>				
F	32mm Thick bed ; to receive floor tiles.	1373	M ²	22,000	30,206,000
G	15mm Thick backing; to receive wall tiles.	210	M ²	14,000	2,940,000
H	15mm Thick Skirting 100mm wide	2370	M	1,400	3,318,000

8/3/91

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DAR-ES-SALAAM

	TO COLLECTION				288,868,000
	CEILING FINISH:				
	<i>Gypsum board finishing:</i>				
A	12mm thick gypsum board fixed to treated softwood branderig at 600mm centres (m/s) including all necessary accessories.	1373	M ²	24,000	32,952,000
	Extra over for ceiling access hatches; 600x600mm	12	No	50,000	600,000
	Gypsum Ceiling:				
A	100 x 25mm Moulded cornices	2370	M	4,000	9,480,000
	<i>Softwood; pressure impregnated with preservatives</i>				
B	50 x 100mm Ceiling joists	56	M	9,000	504,000
C	50 x 50mm branderig	1432	M	4,500	6,444,000
	TO COLLECTION				49,980,000
	COLLECTION:				
	Page 1				288,868,000
	Page 2				49,980,000
ELEMENT No. 9 - FINISHINGS CARRIED TO SUMMARY OF BILL No. 03					338,848,000

8/3/9/2

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P.O. Box 14072
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No: 8 - PAINTING AND DECORATING</u>				
	<u>INTERNAL WORK:</u>				
	<i><u>Prepare and apply one thinned coat and two full coats of emulsion paint as per the Architect's approval on</u></i>				
A.	Plastered ceiling or the like	1373	M ²	9,000	12,357,000
	<i><u>Prepare and apply one thinned coat and two full coats of VGA silk paint to manufacturer's specifications and Architect's approval on</u></i>				
D	Plastered walls; columns or the like	4503	M ²	9,000	40,527,000
	<i><u>Prepare and prime back of wood surfaces before fixing</u></i>				
E	Frames or the like; 100 to 200mm girth.	230	M	1,800	414,000
	<i><u>Prepare and apply one undercoat and two full coats of polyurethane clear varnish on timber surfaces</u></i>				
F	General surfaces of doors/glazed doors	69	M ²	9,000	621,000
G	Frames or the like; 200 to 300mm girth.	267	M	2,700	720,900
	<u>EXTERNAL WORK</u>				
	<i><u>Prepare and apply one under coat and two full coats of weatheguard paint</u></i>				
H	Plastered walls; columns or the like	4503	M ²	9,000	40,527,000
	TO COLLECTION				95,166,900

8/3/10/1

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DAR-ES-SALAAM

Prepare and apply one under coat and two full coats of oil paint as per the Architect's approval on timber surfaces

B Fascia board; 200 to 300mm girth 176 M 2,700 475,200 ✓

Prepare and apply one undercoat and two full coats of hammer enamel paint on metal surfaces:

C Grilles and balustrades; measured flat on both sides. 34 M² 18,000 612,000 ✓

TO COLLECTION

96,254,100 ✓

COLLECTION:

Page 1

95,166,900 ✓

Page 2

96,254,100 ✓

ELEMENT No. 10 - PAINTING AND DECORATION CARRIED TO SUMMARY OF BILL No. 03

191,421,000 ✓

SEND STAR COMPANY LTD
P.O. Box 14812
DAR-ES-SALAAM

8/31/02

SUMMARY		
ELEMENT	DESCRIPTION	AMOUNT (TSHS)
1	PRELIMINARIES	70,000,000
2	SUBSTRUCTURE	167,500,800
3	FRAME	114,545,970
4	WALLING	193,629,000
5	ROOFING	87,023,000
6	DOORS	227,572,000
7	WINDOWS	153,180,000
8	FINISHING	338,848,000
9	PAINING AND DECORATION	191,421,000
10	PC & PROVISIONAL SUMS	-
	GRAND TOTAL	1,473,719,770

SEND STAR COMPANY LTD.
P.O. Box 14012
DAR-ES-SALAAM



PROPOSED CONSTRUCTION OF MORTUARY AT MAWENI RRH, KIGOMA

ITEM	DESCRIPTION	TSHS.	Cts
	DESCRIPTION OF SITE:		
A	The site is located at MAWENI RRH, KIGOMA		
B	The contractor shall prove and maintain any necessary temporary roads, sleeper tracks, and temporary cross over during the execution of the works, clear away same at completion and reinstate and make good any work disturbed to the satisfaction of the local Authority and the employer.		
C	The Contractor shall be deemed to have visited the site and satisfied himself as to:-		
	i) The nature of the site		
	ii) The amount of bush, rubbish or debris to be cleared away before commencement.		
	iii) The nature of proximity and size of adjoining building and property.		
	iv) The nature of existing communications by roads or otherwise.		
	v) The means of access to the site.		
	vi) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.		
	vii) The source of adequate supplies of labour, plant and materials for the completion of the works.		
D	If the contractor wishes to execute trial holes before submitting his tender, he may do so in positions to be agreed with the Employer and at his sole expenses, including the reinstatement of the ground if so required by the Employer.		
E	The whole of the site will be available to the contractor immediately upon the issue of the order to commence.		

8/1/1

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TO COLLECTION			
ITEM	DESCRIPTION	TSHS.	Cts
A	Any sand, aggregate or other building materials shall be the property of the Employer and shall not be used in the construction of the works without the written consent of the Employer.		
B	The contractor is to satisfy himself as to any difficulties that the site may present and to make all necessary enquiries to any point which in his opinion requires further elucidation as no claim for lack of information on any of the above will be entertained.		
DESCRIPTION OF WORKS:			
C	The work within this contract comprises of:		
	Construction of MORTUARY BLOCK AT MAWENI RRII, KIGOMA ; With Solid Sand Block Walling, Aluminium Windows, Timber doors, Plumbing installations, Electrical installations, Finishings, Decorations, Paintings and Timber Roof Structure with IT5 Roof Covering Gauge 28. Approximate size of the Building is 24.95m x 16.865x 3.6m high.		
SINGULAR AND PLURAL			
D	Word importing the singular only also includes the plural.		
LAW GOVERNING CONTRACT			
E	The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.		
METHOD OF MEASUREMENT:			
F	These Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa first edition (metric) published by the architectural association of Kenya chapter of Quantity Surveyor Act, 1970, and applied equally to the measurement of proposed works and of variations by Quantity Surveyors.		

8/1/12

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G	Variation of 'Builder's work' will be subject to the same amended rates of percentage of adjustment.		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION	TSHS.	Cts
<u>DEFINITIONS OF ABBREVIATIONS:</u>			
A	The contractor should take due notice of the under mentioned abbreviations:-		
B	The contractor should take due notice of the under mentioned abbreviations:-		
	mm - Millimetres		
	cm - centimetres		
	M ³ - cubic meters		
	M ² - square metres		
	M - linear metres		
	No. - Number		
	Kg. - Kilograms		
	P.C - Prime cost		
C	The contractor shall allow for keeping all records appertaining to the work and shall keep on the site a daily diary recording weather conditions, temperature, visitors to the site, etc.		

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D	The contractor is to supply to the employer such information as he may be required in connection with the work, including statement showing the number of men employed in all trades daily, and delivery notes (stating the name of the project) for all materials delivered to the site.)		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION	TSHS.	Cts
<u>EMPLOYER'S INSPECTION:</u>			
A	No work shall be covered up until it is inspected and approved by the employer.		
B	The employer may at any time go to the end of defects liability period or during any extended time where any defect are being made good, instruct the contractor to open up, pull down, test or expose any part of the works in order to satisfy himself as to the quality of materials or workmanship used. If in the opinion of the employer such parts are not in strict accordance with the contract documents he may order the contractor to remove all defective work, replace with approved materials and reinstate any such part of the works and any other disturbed at his own expenses and to the entire satisfaction of the employer. If any such parts of the works are found to be in accordance with the contract documents the contractor will be reimbursed with the General conditions of contract.		
<u>DISTURBANCE OR NUISANCE:</u>			

8/1/4

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DAR-ES-SALAAM

C.	The contractor shall allow for taking all necessary precautions in the order and execution of the work so as to avoid causing disturbance or nuisance to the occupants of existing buildings and those adjacent to the works and for complying with the employer's instructions in this respect. The contractor shall be in tort for such nuisance.		
TRESPASS, DAMAGE AND CARE OF WORKS:			
D	The contractor shall prevent any trespass on the opinion adjoining property and he shall take all reasonable precautions during the progress of the contract to prevent any damage to the adjoining property or plant or private roadways and to prevent material, plant, rubbish and debris, etc. collecting on the adjoining property or roadways.	2,000,000	
TO COLLECTION TSHS.		2,000,000	
ITEM	DESCRIPTION	TSHS.	Cts
A	Should the contractor wish to erect scaffolding or to make use of adjoining property, he shall obtain prior permission from the employer and clear away at a completion of his work or when directed and make good any damage to his satisfaction. Except as provided for in the General conditions of contract, the contractor, shall be held responsible for the care of works generally until their completion, including all works executed and materials deposited on the site by himself or his sub-contractors or supplier together with all risks arising from weather, carelessness of operatives, damages and he shall make good all such damage or loss at his own expense.		
B	The contractor shall be responsible for the protection of any adjacent building, boundary walls, and fences, services either overhead or underground and for the making good of or paying for all damage thereto, should such be caused in the course of building operations.		

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C	The contractor shall allow for making good all damage to the road, kerbs, surface water channels, etc. Occasioned by heavy traffic, delivery of materials and building operations generally to the entire satisfaction of the employer and shall be responsible for observing any by law of local authority regarding keeping the road free from mud, filth dirt, etc, out of the execution of the works.		
PROTECTION FROM THE WEATHER:			
D	The contractor shall allow for covering up and protecting all new work from injury by weather or any other cause. Any damage, loss or expense caused by non-compliance with the clause shall be at sole risk of the contractor.		
		3,000,000	
TO COLLECTION		3,000,000	
ITEM	DESCRIPTION	TSHS.	Cts
TOOLS, PLANT AND SCAFFOLDING:			
A	Provide all necessary cranes, hoists, concrete mixer and other plant including ladder, staging, access gangways tackle; tarpaulins, tools, moulds templates and other requisites necessary for proper executing, adapting from time to time as may be necessary and maintain all plant and equipment during the course of the contract.		
		10,000,000	
B	The contractor shall allow for providing adapting from time to time as may be necessary and maintaining all scaffolding scaffold boards and temporary staging, etc, necessary for the execution of the works.		
C	The contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, etc. whether the same may or may not be particularly shown on the drawings, specifications provided that the same is reasonably to be inferred there from.		

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SITE ACCOMODATION:			
D	The contractor shall provide and maintain any necessary temporary office accommodation required by him and his sub-contractors suitably equipped with desks, chairs, drawing boards, and electric lighting and telephone.	16,000,000	
E	The contractor shall provide and maintain for his workers latrine facilities washing and drinking water, first aid equipment's and shelters equipped with tables, benches and checking facilities all to the reasonable satisfaction of the workers and approved by the employer and Health authorities.	2,000,000	
F	The contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for him and his-sub-contractors for the execution of the works.	5,000,000	
TO COLLECTION TSHS.		33,000,000	✓
ITEM	DESCRIPTION	TSHS.	Cts
WATER FOR THE WORKS			
A	The contractor shall allow for all necessary clean fresh water for the works, including that required by sub-contractors and for any temporary plumbing meters and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	3,000,000	
LIGHTING AND POWER FOR THE WORKS			
B	The contractor shall allow for providing and maintaining a temporary electricity supply for the works including that required by sub-contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make all works disturbed.	2,000,000	
WATCHING, HOARDING AND LIGHTING:			

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C	The contractor shall allow for providing and maintaining any barriers, hoarding, watching, lighting, which must comply with the By-laws of requirements of the local authority and policy regulations and the contractor must give all requisite policies to those authorities and provide everything necessary to protect the general public Workmen, plant, materials and the whole of the works.	12,000,000	
D	No advertisement will be permitted without the written authority of the employer.		
SIGN BOARD:			
E	The contractor shall provide and erect a large sized sign board on the site showing the title of the contract, the name and address of the employer, consultant, nominated suppliers and sub-contractor and such information as may be required by the employer who shall provide the sign layout and colors of the Board. The board shall be repainted when necessary and removed when no longer required.	2,000,000	
TO COLLECTION TSHS.		19,000,000	✓
ITEM	DESCRIPTION	TSHS.	Cts
PROTECTION:			
A	The contractor is required to protect works section until completion.		
TESTING:			
B	Allow for testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the employer and local authority.	3,000,000	
REMOVING RUBBISH AND CLEANING:			
C	The contractor shall make good all defects and injuries to the works, clean down external faces wash off stains to face work, clean off marks mortar and cement, clean windows inside and out, scrub floors, flush drains run and leave all parts of the works clean, free from rubbish and waste materials and perfect on completion.	4,000,000	

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

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

L_o, M_o, E_o , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in GCC 55.5.

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

$$F = P_n x P_c$$

where;

		<p>The effective value P_c of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under GCC 44 [Uncorrected Defects] (before deduction of retention money and before deducting sums previously paid on account) less:</p> <ul style="list-style-type: none"> • any amount for payment or repayment of any advance payment; • any amount for materials on site (if any); • any amounts for nominated sub-contractors (if any) • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under GCC 55.3 <p>and</p> <p>(ii) the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the Appendix to Tender, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Project Manager:</p>
	55.5	<p>The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those</p>

		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 Appendix to Tender shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 48 [Payment for Variations] or for any other reason.

54. Retention	56.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract. The total amount of retention shall not exceed the amount specified in the Special Conditions of Contract
	56.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	56.3	On completion of the whole Works, the Contractor may substitute retention money with an 'on demand' or unconditional Bank guarantee.
55. 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]
56. Bonus	58.1	If stated in the Special Conditions of Contract the Contractor shall be paid a Bonus calculated at the rate per calendar day for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
57. Advance Payment	59.1	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	59.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

	59.3	The advance payment shall be repaid, by deducting proportionate amounts from payments otherwise due to the Contractor, as specified in the SCC following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
58. 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.

59. 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.
60. Cost of Repairs	62.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
		E. Discharge of the Contract

61. 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.
62. 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
63. 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.
64. Operating and Maintenance Manuals	66.1	The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated pursuant to GCC 64.1 [Site

		Hand Over].
	66.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 66.1 by the dates specified pursuant to GCC 64.1 [Site Hand Over] or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.
65. Termination	67.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	67.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> 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; 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; c) contractor's failure to submit performance security within the time stipulated in the SCC; d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- 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;
- 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;
- g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];
- 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
- 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.

For the purpose of this paragraph:

"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;

"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

collusive practices" means impairing or

		<p>harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	67.3	When either party to the Contract gives notice of a fundamental breach of Contract to the other party for a cause other than those listed under GCC 67.2 above, the Project Manager shall decide whether the said breach is fundamental or not.
	67.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	67.5	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

66. 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.

67. 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,
68. 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>
69. Force Majeure	71.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	71.2	For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

	71.3	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.
	71.4	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure.
	71.5	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure.
	71.6	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 71.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.
70. 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.

30	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 [percent].
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PRICED BILL OF QUANTITIES

**PROPOSED CONSTRUCTION OF OUT PATIENT DEPARTMENT BLOCK AT MAWENI
RRH, KIGOMA**

ITEM	DESCRIPTION	TSHS.	Cts
	DESCRIPTION OF SITE:		
	Note: All preliminaries cost are to be measured before payments:		
A	The site is located at MAWENI RRH, KIGOMA		
B	The contractor shall prove and maintain any necessary temporary roads, sleeper tracks, and temporary cross over during the execution of the works, clear away same at completion and reinstate and make good any work disturbed to the satisfaction of the local Authority and the employer.		
C	The Contractor shall be deemed to have visited the site and satisfied himself as to:-		
	i) The nature of the site		
	ii) The amount of bush, rubbish or debris to be cleared away before commencement.		
	iii) The nature of proximity and size of adjoining building and property.		
	iv) The nature of existing communications by roads or Otherwise.		
	v) The means of access to the site.		
	vi) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.		
	vii) The source of adequate supplies of labour, plant and materials for the completion of the works.		
D	If the contractor wishes to execute trial holes before submitting his tender, he may do so in positions to be agreed with the Employer and at his sole expenses, including the reinstatement of the ground if so required by the Employer.		

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E	The whole of the site will be available to the contractor immediately upon the issue of the order to commence.		
TO COLLECTION			
ITEM	DESCRIPTION	TSHS.	Cts
A	Any sand, aggregate or other building materials shall be the property of the Employer and shall not be used in the construction of the works without the written consent of the Employer.		
B	The contractor is to satisfy himself as to any difficulties that the site may present and to make all necessary enquiries to any point which in his opinion requires further elucidation as no claim for lack of information on any of the above will be entertained.		
DESCRIPTION OF WORKS:			
C	The work within this contract comprises of:		
	Construction of STAFF HOUSE AT MAWENI RRH, KIGOMA; With Solid Sand Block Walling, Aluminium Windows, Timber doors, Plumbing installations, Electrical installations, Finishings, Decorations, Paintings and Timber Roof Structure with ITS Roof Covering Gauge 28. Approximate size of the Building is 11.97m x 7.58x 3.8m high.		
SINGULAR AND PLURAL			
D	Word importing the singular only also includes the plural.		
LAW GOVERNING CONTRACT			
E	The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.		
METHOD OF MEASUREMENT:			
F	These Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa first edition (metric) published by the architectural association of Kenya chapter of Quantity Surveyor Act, 1970, and applied equally to the measurement of proposed works and of variations by Quantity Surveyors.		

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G	Variation of 'Builder's work' will be subject to the same amended rates of percentage of adjustment.		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION	TSHS.	Cts
<u>DEFINITIONS OF ABBREVIATIONS:</u>			
A	The contractor should take due notice of the under mentioned abbreviations:-		
B	The contractor should take due notice of the under mentioned abbreviations:-		
	mm - Millimetres		
	cm - centimetres		
	M ³ - cubic meters		
	M ² - square metres		
	M - linear metres		
	No. - Number		
	Kg. - Kilograms		
	P.C. - Prime cost		
C	The contractor shall allow for keeping all records appertaining to the work and shall keep on the site a daily diary recording weather conditions, temperature, visitors to the site, etc.		

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D	The contractor is to supply to the employer such information as he may be required in connection with the work, including statement showing the number of men employed in all trades daily, and delivery notes (stating the name of the project) for all materials delivered to the site.)		
	TO COLLECTION TSHS.		
ITEM	DESCRIPTION	TSHS.	Cts
	EMPLOYER'S INSPECTION:		
A	No work shall be covered up until it is inspected and approved by the employer.		
B	The employer may at any time go to the end of defects liability period or during any extended time where any defect are being made good, instruct the contractor to open up, pull down, test or expose any part of the works in order to satisfy himself as to the quality of materials or workmanship used. If in the opinion of the employer such parts are not in strict accordance with the contract documents he may order the contractor to remove all defective work, replace with approved materials and reinstate any such part of the works and any other disturbed at his own expenses and to the entire satisfaction of the employer. If any such parts of the works are found to be in accordance with the contract documents the contractor will be reimbursed with the General conditions of contract.		
	DISTURBANCE OR NUISANCE:		

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C.	The contractor shall allow for taking all necessary precautions in the order and execution of the work so as to avoid causing disturbance or nuisance to the occupants of existing buildings and those adjacent to the works and for complying with the employer's instructions in this respect. The contractor shall be in tort for such nuisance.		
TRESPASS, DAMAGE AND CARE OF WORKS:			
D.	The contractor shall prevent any trespass on the opinion adjoining property and he shall take all reasonable precautions during the progress of the contract to prevent any damage to the adjoining property or plant or private roadways and to prevent material, plant, rubbish and debris, etc. collecting on the adjoining property or roadways.		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION	TSHS.	Cts
A	Should the contractor wish to erect scaffolding or to make use of adjoining property, he shall obtain prior permission from the employer and clear away at a completion of his work or when directed and make good any damage to his satisfaction. Except as provided for in the General conditions of contract, the contractor shall be held responsible for the care of works generally until their completion, including all works executed and materials deposited on the site by himself or his sub-contractors or supplier together with all risks arising from weather, carelessness of operatives, damages and he shall make good all such damage or loss at his own expense		
B	The contractor shall be responsible for the protection of any adjacent building, boundary walls, and fences, services either overhead or underground and for the making good of or paying for all damage thereto, should such be caused in the course of building operations.		

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C	The contractor shall allow for making good all damage to the road, kerbs, surface water channels, etc. Occasioned by heavy traffic, delivery of materials and building operations generally to the entire satisfaction of the employer and shall be responsible for observing any by law of local authority regarding keeping the road free from mud, filth dirt, etc, out of the execution of the works.		
PROTECTION FROM THE WEATHER:			
D	The contractor shall allow for covering up and protecting all new work from injury by weather or any other cause. Any damage, loss or expense caused by non-compliance with the clause shall be at sole risk of the contractor.		
TO COLLECTION			
ITEM	DESCRIPTION	TSHS.	Cts
TOOLS, PLANT AND SCAFFOLDING:			
A	Provide all necessary cranes, hoists, concrete mixer and other plant including ladder, staging, access gangways tackle, tarpaulins, tools, moulds templates and other requisites necessary for proper executing, adapting from time to time as may be necessary and maintain all plant and equipment during the course of the contract.	15,000,000	
B	The contractor shall allow for providing adapting from time to time as may be necessary and maintaining all scaffolding scaffold boards and temporary staging, etc, necessary for the execution of the works.		
C	The contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, etc, whether the same may or may not be particularly shown on the drawings, specifications provided that the same is reasonably to be inferred there from.		

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	SITE ACCOMODATION:		
D	The contractor shall provide and maintain any necessary temporary office accommodation required by him and his sub-contractors suitably equipped with desks, chairs, drawing boards, and electric lighting and telephone.	8,000,000	
E	The contractor shall provide and maintain for his workers latrine facilities washing and drinking water, first aid equipment's and shelters equipped with tables, benches and checking facilities all to the reasonable satisfaction of the workers and approved by the employer and Health authorities.	2,000,000	
F	The contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for him and his sub-contractors for the execution of the works.	5,000,000	
	TO COLLECTION TSHS.	30,000,000	
ITEM	DESCRIPTION	TSHS.	Cts
	WATER FOR THE WORKS		
A	The contractor shall allow for all necessary clean fresh water for the works, including that required by sub-contractors and for any temporary plumbing meters and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	3,000,000	
	LIGHTING AND POWER FOR THE WORKS		
B	The contractor shall allow for providing and maintaining a temporary electricity supply for the works including that required by sub-contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make all works disturbed.	3,000,000	
	WATCHING, HOARDING AND LIGHTING:		

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C	The contractor shall allow for providing and maintaining any barriers, hoarding, watching, lighting, which must comply with the By-laws of requirements of the local authority and policy regulations and the contractor must give all requisite policies to those authorities and provide everything necessary to protect the general public Workmen, plant, materials and the whole of the works.	15,000,000	
D	No advertisement will be permitted without the written authority of the employer.		
SIGN BOARD:			
E	The contractor shall provide and erect a large sized sign board on the site showing the title of the contract, the name and address of the employer, consultant, nominated suppliers and sub-contractor and such information as may be required by the employer who shall provide the sign layout and colors of the Board. The board shall be repainted when necessary and removed when no longer required.	2,000,000	
TO COLLECTION TSHS.		23,000,000	
ITEM	DESCRIPTION	TSHS.	Cts
PROTECTION:			
A	The contractor is required to protect works section until completion.	6,000,000	
TESTING:			
B	Allow for testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the employer and local authority.	3,000,000	
REMOVING RUBBISH AND CLEANING:			
C	The contractor shall make good all defects and injuries to the works, clean down external faces wash off stains to face work, clean off marks mortar and cement, clean windows inside and out, scrub floors, flush drains run and leave all parts of the works clean, free from rubbish and waste materials and perfect on completion.	6,000,000	

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D	The contractor shall clean and cart away all rubbish as it accumulates and keep the works in orderly condition to the satisfaction of the employer.		
	TO COLLECTION TSHS.	7,000,000	
	COLLECTION		
	Page No. 1		
	Page No. 2		
	Page No. 3		
	Page No. 4	2,000,000	
	Page No. 5	3,000,000	
	Page No. 6	33,000,000	
	Page No. 7	19,000,000	
	Page No. 8	7,000,000	
	BILL NR.1 - PRELIMINARIES CARRIED TO GENERAL SUMMARY	64,000,000	

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ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	BILL NR.2 : PC & PROVISIONAL SUMS				
	<i>The following provisional sums are for the works or costs which can not entirely be foreseen, defined or detailed during the preparation of Bills of Quantities and should be used in whole or in part at the discretion of the Architect:</i>				
A	Electrical Installation	1	Sum		-
B	Plumbing Installations	1	Sum		-
C	ICT Installation	1	Sum		-
D	External works	1	Sum		-
BILL NR. 2 – PC & PROVISIONAL SUMS CARRIED TO GENERAL SUMMARY					

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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
<u>ELEMENT No. 01 - SUBSTRUCTURE</u>					
<u>Soil sterilisation</u>					
A	Gladiator solution 4TC applied to hardcore bed as per manufacturer specification	425	M ²	6,000	2,550,000
B	Ditto; at a rate of 8 litres per linear metre to external backfilling of foundations.	270	M	3,000	810,000
<u>Damp Proof Membrane</u>					
C	500 Gauge polythene damp proof membranes; laid in two layers on sand blinded hardcore bed surfaces	425	M ²	6,000	2,550,000
CONCRETE WORK:					
<i>Reinforced in-situ concrete grade '20'; vibrated; including vibrating around reinforcements:</i>					
A	100mm thick beds	43	M ³	350,000	14,875,000
B	Plinth beams	9	M ³	350,000	3,260,250
REINFORCEMENTS: (Provisional):					
<i>High tensile steel reinforcement bars to BS 4449:1969; including tying wire and spacer blocks:</i>					
A	12mm dia bars for plinth beam	1153.44	Kg	5,000	5,767,200
B	6mm dia mild steel bars	449.55	Kg	5,000	2,247,750

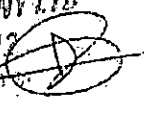
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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	TO COLLECTION				32,060,200
	FORMWORK				
	<u>Sawn Formwork to:</u>				
A	Vertical sides of of plinth beams	120	M ²	24,000	2,880,000
B	Edges of bed; 100mm high	104	M	2,400	249,600
	<u>Damp Proof Course:</u>				
C	150mm wide; Hessians based damp proof course; laid on blockwork with 150mm end laps	270	M	4,000	1,080,000
	<u>Render; cement and sand (1:3); trowelled</u>				
D	12mm thick; to plinth; to concrete or block work base	540	M ²	12,000	6,480,000
	<u>Prepare and apply three coats of black bituminous paint on:</u>				
E	Rendered surfaces to plinth	540	M ²	12,000	6,480,000
	TO COLLECTION				17,169,600
	COLLECTION:				
	Page 1				32,060,200
	Page 2				17,169,600
	ELEMENT NR. 1 - SUBSTRUCTURE CARRIED TO SUMMARY OF				49,229,800

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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 02 - FRAMES				
	CONCRETE WORK:				
	<i>Reinforced in-situ concrete grade '20'; vibrated; including vibrating around reinforcements:</i>				
A	Columns	2	M ³	350,000	567,000
B	Ring beams	13	M ³	350,000	4,677,750
	REINFORCEMENTS; (Provisional):				
	<i>High tensile steel reinforcement bars to BS 4449:1969; including tying wire and spacer blocks</i>				
A	12mm dia bars for ring beam	1153	Kg	5,000	5,767,200
B	6mm dia mild steel bars	450	Kg	5,000	2,247,750
C	16mm dia bars for columns	4942	Kg	5,000	24,710,400
	Formworks				
	Sawn formwork to:				
A	Vertical sides of columns	156	M ²	24,000	3,732,480
B	Sides of ring beams	540	M	10,800	5,832,000
	TO COLLECTION				47,534,580
	ELEMENT No. 02 - FRAMES CARRIED TO SUMMARY OF BILL No. 03				47,534,580

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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 03- WALLING				
	<u>BLOCK WORK:</u>				
	<i>Solid concrete blocks with strength of 4MPa; bedded and jointed in cement/sand mortar.</i>				
A	150mm thick; walls	972	M ²	43,000	41,796,000
ELEMENT No. 04 – WALLING CARRIED TO SUMMARY OF BILL No. 03					41,796,000

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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 04 - ROOFING: (All Provisional)</u>				
	<u>ROOF STRUCTURE:</u>				
	<u>STRUCTURAL TIMBER WORK:</u>				
	<i><u>Well seasoned, treated softwood; pressure impregnated; moisture content not more than 20%</u></i>				
A.	150x50mm Tie Beam	438	M	13,500	5,913,000
B.	100x50mm Struts	792	M	9,000	7,128,000
C.	100x50mm Rafter	734	M	9,000	6,606,000
D.	50x50mm Purlins	700	M	4,500	3,150,000
E.	150x50mm Wall plate	88	M	13,500	1,188,000
F.	Allow item for joining pieces to all roof truss members where joint is required to form one continuous piece	1	Item	3,000,000	3,000,000
	<i><u>Prime quality hardwood mulnga or mkongo.</u></i>				
G.	250x25mm thick fascia boards	145	M	36,000	5,220,000
	<u>ROOF COVERINGS:</u>				
	<i><u>Troughed IF-5 Profile coloured Green roofing sheets Gauge "28", lapped to sides and ends as per manufacture's specification; fixed to purlins (m/s)</u></i>				
D	Roof covering sloping not exceeding 45 degrees from horizontal.	1188	M ²	56,000	66,528,000
E	Ridge capping; 260mm girth	196	M	18,000	3,528,000
F	Valley cover	123	M	18,000	2,214,000
	TO COLLECTION				104,475,000

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ROOF DRAINAGE					
A.	150mm Half round UPVC rain water gutter as per Engineer's instructions including fixing with brackets and all accessories	145	M	18,000	2,610,000
B.	Bends	30	No.	8,000	240,000
C.	Outlets	10	No.	10,000	100,000
D.	100mm diameter uPVC rain water down pipes fixed to wall	60	M	16,000	960,000
E.	Extra swanneck	10	No.	14,000	140,000
TO COLLECTION					1,440,000
COLLECTION:					
Page 1					104,475,000
Page 2					1,440,000

ELEMENENT No. 05 - ROOFING CARRIED TO SUMMARY OF BILL No. 03

105,915,000

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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 05 - DOORS				
	WOOD WORK				
	<i>Prime quality hardwood paneled doors</i>				
A.	45x145mm Frame; 40mm thick 1100x2400mm high paneled door comprising of 125mm wide stiles and top rail; 180mm wide bottom rail; 125mm intermediate rail; with 30mm thick solid panels, housed to stiles and rail. All Mkongo hardwood frames polished with two top light provide 6mm clear glass, 16mm horizontal oxide bars with 50mmx25mm hardwood beads (M/S); (D1)	1	No.	1,400,000	1,400,000
B	Ditto; 910 x 2400mm high; (D2)	3	No	700,000	2,100,000
C	Ditto; 750 x 2400mm high (D3).	6	No	650,000	3,900,000
	WOOD WORK				
	<i>Prime quality hardwood flush doors</i>				
A.	45x145mm Frame; 40mm thick. 1200x2400mm high Double Door comprising of 125mm wide stiles and top rail; All Mkongo hardwood frames polished with two top light provide 6mm clear glass, 16mm horizontal oxide bars with 50mmx25mm hardwood beads (M/S); (D4)	7	No	1,000,000	7,000,000
B	Ditto; 910 x 2400mm high; single panel (D5)	5	No	900,000	4,500,000
	Hard wood frames				
A.	1100 x 2400 x 45mm.	1	No	237,600	237,600
B	1200 x 2400 x 45mm	7	No	183,600	1,285,200
C	900 x 2400 x 45mm	8	No	237,600	1,900,800
D	750 x 2400 x 45mm	6	No	226,800	1,360,800

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	TO COLLECTION				23,684,400
	<u>Glazing</u>				
	<u>6mm. thick toughed clear glass fixed with hardwood beads (m/s)</u>				
A.	Panes over 0.5m ² not exceeding 1.0 m ²	48	M ²	80,000	3,840,000
B	Panes over 1m ² not exceeding 1.5 m ²	5	M ²	80,000	400,000
	IRON MONGERY:				
	<u>Supply and fix the following iron mongery: UNION or any equal and approved; to hardwood with matching screws.</u>				
A	Three-lever mortise lockset:	9	No	160,000	1,440,000
B	Butt hinges	18	Prs	57,600	1,036,800
C	Rubber door stopper fixed to concrete floor or block work base.	30	No	18,000	540,000
D	Door closer	1	No	180,000	180,000
E	100 mm long Brass barrel bolts.	9	No	35,200	316,800
F	Ladies Symbols	1	No	20,700	20,700
G	Gentlemen Symbols	1	No	20,700	20,700
H	Handicapped Symbols	1	No	20,700	20,700
I	Door handles	22	Prs	66,600	1,465,200
	Door Hitting Plate	22	Prs	81,000	1,782,000
	TO COLLECTION				11,062,900
	COLLECTION:				
	Page 1				23,684,400
	Page 2				11,062,900

ELEMENT No. 06 – DOORS CARRIED TO SUMMARY OF BILL
No. 03

34,747,300

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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 06 - WINDOWS				
	ALUMINIUM WINDOWS				
	<i>Composite Aluminium window units; as microns manufactured to Architects satisfaction finished with 21 microns silver anodized Aluminium alloy; matt finished; including assembling as necessary; bedding frame in proprietary bedding compound. pointing externally with mastic and stripping protective tape from Aluminium frame with and including mullions, transoms and unblocking devices where necessary; including mosquito gauze ex. USA externally;</i>				
A.	1600 x 1500mm high; divided into 2No panels; sliding panels; glazed with 6mm frosted/sand blasted glass; complete with locks; (W1)	15	No	720,000	10,800,000
B.	Ditto; 1000 x 1500mm high; divided into 2No. sliding panel ditto; (W2)	2	No	450,000	900,000
C.	750 X 500mm high; divided into 2No panels; sliding ditto; (W3)	6	No	112,500	675,000
	WINDOW GRILL				
	<i>Mild steel protected from rust by applying undercoat of zinc chromate and two finishing coats of gloss paint;</i>				
D	Window grills: comprising of flat bars, 19mmx4mm.; 25x25mm hollow square section (HSS frames; cut and bent to pattern as specified by the Architect.)	43	M ²	180,000	7,740,000
	ELEMENT No. 07 - WINDOWS CARRIED TO SUMMARY OF BILL No. 03				20,115,000

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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No 7 - FINISHINGS</u>				
	<u>FLOOR FINISH</u>				
	<u>TILES; SLAB</u>				
	<i>Porcelain tiles; high quality; fixed to backing with adhesives and pointed with tile grout; pattern as per Architect's instructions</i>				
A.	400 x 400 x 8mm thick first quality non-glazed tiles to floor;	425	M ²	70,000	29,750,000
B.	8mm x 100mm high tile skirting	540	M	7,000	3,780,000
	<i>Plastering in two coats, steel troweled to smooth finish; first coat consisting of cement, lime putty and sand (1:2:4); finishing coat cement and lime (1:10);</i>				
C.	15mm thick to wall	1944	M ²	14,000	27,216,000
	<u>TILES; SLAB OR BLOCK FINISHING</u>				
	<i>Glazed ceramic wall tiles; to BS 1281 fixed to backing with approved adhesives and pointed with approved tile grout;</i>				
D.	walls.	87	M ²	62,000	5,394,000
E.	9mm PVC tile trim	36	M	10,000	360,000
	<i>Beds and backings; cement and sand (1:4); wood floated</i>				
F.	tiles.	425	M ²	22,000	9,350,000
G.	15mm Thick backing; to receive wall tiles.	87	M ²	14,000	1,218,000
H.	15mm Thick Skirting 100mm wide	540	M	1,400	756,000

8/3/91

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	TO COLLECTION				77,824,000
	<u>CEILING FINISH:</u>				
	<u>Gypsum board finishing:</u>				
A	12mm thick gypsum board fixed to treated softwood branderling at 600mm centres (m/s) including all necessary accessories:	425	M ²	24,000	10,200,000
	Extra over for ceiling access hatches; 600x600mm	3	No	50,000	150,000
	<u>Gypsum Ceiling:</u>				
A	100 x 25mm Moulded cornices	540	M	4,000	2,160,000
	<u>Softwood: pressure impregnated with preservatives:</u>				
B	50 x 100mm Ceiling joists	426	M	9,000	3,834,000
C	50 x 50mm branderling	1548	M	4,500	6,966,000
	TO COLLECTION.				23,310,000
	<u>COLLECTION:</u>				
	Page 1				77,824,000
	Page 2				23,310,000
	ELEMENT No. 9 – FINISHINGS CARRIED TO SUMMARY OF BILL No. 03				101,134,000

8/3/92

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ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 8 - PAINTING AND DECORATING</u>				
	<u>INTERNAL WORK:</u>				
	<i><u>Prepare and apply one thinned coat and two full coats of emulsion paint as per the Architect's approval on</u></i>				
A.	Plastered ceiling or the like	425	M ²	9,000	3,825,000
	<i><u>Prepare and apply one thinned coat and two full coats of VGA silk paint to manufacturer's specifications and Architect's approval on</u></i>				
D	Plastered walls; columns or the like	972	M ²	9,000	8,748,000
	<i><u>Prepare and prime back of wood surfaces before fixing</u></i>				
E	Frames or the like; 100 to 200mm girth.	366	M	2,700	988,200
	<i><u>Prepare and apply one undercoat and two full coats of polyurethane clear varnish on timber surfaces</u></i>				
F	General surfaces of doors/glazed doors.	16	M ²	9,000	144,000
G	Frames or the like; 200 to 300mm girth.	96	M	2,700	259,200
	<u>EXTERNAL WORK</u>				
	<i><u>Prepare and apply one under coat and two full coats of weatherguard paint</u></i>				
H	Plastered walls; columns or the like	972	M ²	9,000	8,748,000
	TO COLLECTION				22,712,400

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	<p><u>Prepare and apply one under coat and two full coats of oil paint as per the Architect's approval on timber surfaces</u></p>				
B	<p>Fascia board; 200 to 300mm girth</p>	145	M	2,700	391,500 ✓
	<p><u>Prepare and apply one undercoat and two full coats of hammer enamel paint on metal surfaces:</u></p>				
C	<p>Grilles and balustrades; measured flat on both sides.</p>	43	M ²	18,000	774,000 ✓
	<p>TO COLLECTION</p> <p><u>COLLECTION:</u></p> <p>Page 1</p> <p>Page 2</p>				<p>23,877,900 ✓</p> <p>22,712,400 ✓</p> <p>23,877,900 ✓</p>
<p>ELEMENT No. 10 - PAINTING AND DECORATION CARRIED TO SUMMARY OF BILL No. 03</p>					<p>46,590,300</p>

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8/31/02

SUMMARY		
ELEMENT	DESCRIPTION	AMOUNT (TSHS)
1	PRELIMINARIES	64,000,000
2	SUBSTRUCTURE	49,229,800
3	FRAME	47,534,580
4	WALLING	41,796,000
5	ROOFING	105,915,000
6	DOORS	34,747,300
7	WINDOWS	20,115,000
8	FINISHING	101,134,000
9	PAINTING AND DECORATION	46,590,300
10	PC & PROVISIONAL SUMS	
	GRAND TOTAL	447,061,980

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PROPOSED CONSTRUCTION OF MARTENITY BLOCK AT MAWENI RRH, KIGOMA

ITEM	DESCRIPTION	TSHS.	Cts
	DESCRIPTION OF SITE:		
	Note: All preliminaries cost are to be measured before payments:		
A	The site is located at MAWENI RRH, KIGOMA		
B	The contractor shall prove and maintain any necessary temporary roads, sleeper tracks, and temporary cross-over during the execution of the works, clear away same at completion and reinstate and make good any work disturbed to the satisfaction of the local Authority and the employer.		
C	The Contractor shall be deemed to have visited the site and satisfied himself as to:-		
	i) The nature of the site		
	ii) The amount of bush, rubbish or debris to be cleared away before commencement.		
	iii) The nature of proximity and size of adjoining building and property.		
	iv) The nature of existing communications by roads or Otherwise.		
	v) The means of access to the site.		
	vi) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.		
	vii) The source of adequate supplies of labour, plant and materials for the completion of the works.		
D	If the contractor wishes to execute trial holes before submitting his tender, he may do so in positions to be agreed with the Employer and at his sole expenses, including the reinstatement of the ground if so required by the Employer.		

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E	The whole of the site will be available to the contractor immediately upon the issue of the order to commence.		
TO COLLECTION			
ITEM	DESCRIPTION		Cts
A	Any sand, aggregate or other building materials shall be the property of the Employer and shall not be used in the construction of the works without the written consent of the Employer.		
B	The contractor is to satisfy himself as to any difficulties that the site may present and to make all necessary enquiries to any point which in his opinion requires further elucidation as no claim for lack of information on any of the above will be entertained.		
DESCRIPTION OF WORKS:			
C	The work within this contract comprises of:		
	Construction of MORTUARY BLOCK AT MAWENI RRH, KIGOMA; With Solid Sand Block Walling, Aluminium Windows, Timber doors, Plumbing installations, Electrical installations, Finishings, Decorations, Paintings and Timber Roof Structure with ITS Roof Covering Gauge 28. Approximate size of the Building is 24.95m x 16.865 x 3.6m high.		
SINGULAR AND PLURAL			
D	Word importing the singular only also includes the plural.		
LAW GOVERNING CONTRACT			
E	The contract shall be in all respect to be constructed and operated in accordance with the law of Tanzania.		
METHOD OF MEASUREMENT:			
F	These Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa first edition (metric) published by the architectural association of Kenya chapter of Quantity Surveyor Act, 1970, and applied equally to the measurement of proposed works and of variations by Quantity Surveyors.		

8/1/2

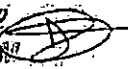
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G	Variation of 'Builder's work' will be subject to the same amended rates of percentage of adjustment.		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION		Cts
<u>DEFINITIONS OF ABBREVIATIONS:</u>			
A.	The contractor should take due notice of the under mentioned abbreviations:-		
B.	The contractor should take due notice of the under mentioned abbreviations:-		
	mm - Millimetres		
	cm - centimetres		
	M ³ - cubic meters		
	M ² - square metres		
	M - linear metres		
	No. - Number		
	Kg. - Kilograms		
	P.C - Prime cost		
C	The contractor shall allow for keeping all records appertaining to the work and shall keep on the site a daily diary recording weather conditions, temperature, visitors to the site, etc.		

D	The contractor is to supply to the employer such information as he may be required in connection with the work, including statement showing the number of men employed in all trades daily, and delivery notes (stating the name of the project) for all materials delivered to the site.)		
TO COLLECTION TSHS.			
ITEM	DESCRIPTION		Cts
<u>EMPLOYER'S INSPECTION:</u>			
A	No work shall be covered up until it is inspected and approved by the employer.		
B	The employer may at any time go to the end of defects liability period or during any extended time where any defect are being made good, instruct the contractor to open up, pull down, test or expose any part of the works in order to satisfy himself as to the quality of materials or workmanship used. If in the opinion of the employer such parts are not in strict accordance with the contract documents he may order the contractor to remove all defective work, replace with approved materials and reinstate any such part of the works and any other disturbed at his own expenses and to the entire satisfaction of the employer. If any such parts of the works are found to be in accordance with the contract documents the contractor will be reimbursed with the General conditions of contract.		
<u>DISTURBANCE OR NUISANCE:</u>			

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C.	The contractor shall allow for taking all necessary precautions in the order and execution of the work so as to avoid causing disturbance or nuisance to the occupants of existing buildings and those adjacent to the works and for complying with the employer's instructions in this respect. The contractor shall be in tort for such nuisance.		
	TRESPASS, DAMAGE AND CARE OF WORKS:		
D	The contractor shall prevent any trespass on the opinion adjoining property and he shall take all reasonable precautions during the progress of the contract to prevent any damage to the adjoining property or plant or private roadways and to prevent material, plant, rubbish and debris, etc. collecting on the adjoining property or roadways.		
	TO COLLECTION TSHS.		
ITEM	DESCRIPTION		Cts
A	Should the contractor wish to erect scaffolding or to make use of adjoining property, he shall obtain prior permission from the employer and clear away at a completion of his work or when directed and make good any damage to his satisfaction. Except as provided for in the General conditions of contract, the contractor, shall be held responsible for the care of works generally until their completion, including all works executed and materials deposited on the site by himself or his sub-contractors or supplier together with all risks arising from weather, carelessness of operatives, damages and he shall make good all such damage or loss at his own expense		
B	The contractor shall be responsible for the protection of any adjacent building, boundary walls, and fences, services either overhead or underground and for the making good of or paying for all damage thereto, should such be caused in the course of building operations.		

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C	The contractor shall allow for making good all damage to the road, kerbs, surface water channels, etc. Occasioned by heavy traffic, delivery of materials and building operations generally to the entire satisfaction of the employer and shall be responsible for observing any by law of local authority regarding keeping the road free from mud, filth dirt, etc, out of the execution of the works.		
	PROTECTION FROM THE WEATHER:		
D	The contractor shall allow for covering up and protecting all new work from injury by weather or any other cause. Any damage, loss or expense caused by non-compliance with the clause shall be at sole risk of the contractor.	1,000,000	
	TO COLLECTION	1,000,000	
ITEM	DESCRIPTION		Cts
	TOOLS, PLANT AND SCAFFOLDING:		
A	Provide all necessary cranes, hoists, concrete mixer and other plant including ladder, staging, access gangways tackle, tarpaulins, tools, moulds templates and other requisites necessary for proper executing, adapting from time to time as may be necessary and maintain all plant and equipment during the course of the contract.	10,000,000	
B	The contractor shall allow for providing adapting from time to time as may be necessary and maintaining all scaffolding scaffold boards and temporary staging, etc, necessary for the execution of the works.		
C	The contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, etc. whether the same may or may not be particularly shown on the drawings, specifications provided that the same is reasonably to be inferred there from.		

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	SITE ACCOMODATION:		
D	The contractor shall provide and maintain any necessary temporary office accommodation required by him and his sub-contractors suitably equipped with desks, chairs, drawing boards, and electric lighting and telephone.	3,000,000	
E	The contractor shall provide and maintain for his workers latrine facilities washing and drinking water, first aid equipment's and shelters equipped with tables, benches and checking facilities all to the reasonable satisfaction of the workers and approved by the employer and Health authorities.		
F	The contractor shall provide and maintain any temporary storage, shed or buildings which in his opinion are necessary for him and his sub-contractors for the execution of the works.		
	TO COLLECTION TSHS.	13,000,000	
ITEM	DESCRIPTION		Cts
	WATER FOR THE WORKS		
A	The contractor shall allow for all necessary clean fresh water for the works, including that required by sub-contractors and for any temporary plumbing meters and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	3,000,000	
	LIGHTING AND POWER FOR THE WORKS		
B	The contractor shall allow for providing and maintaining a temporary electricity supply for the works including that required by sub-contractor and for any meters and fittings to give artificial lighting and power necessary for the execution of the works and pay all charges, in connection and make all works disturbed.	3,000,000	
	WATCHING, HOARDING AND LIGHTING:		

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C	The contractor shall allow for providing and maintaining any barriers, hoarding, watching, lighting, which must comply with the By-laws of requirements of the local authority and policy regulations and the contractor must give all requisite policies to those authorities and provide everything necessary to protect the general public Workmen; plant, materials and the whole of the works.	8,000,000	
D	No advertisement will be permitted without the written authority of the employer.		
	SIGN BOARD:		
E	The contractor shall provide and erect a large sized sign board on the site showing the title of the contract, the name and address of the employer; consultant, nominated suppliers and sub-contractor and such information as may be required by the employer who shall provide the sign layout and colors of the Board. The board shall be repainted when necessary and removed when no longer required.	2,000,000	
	TO COLLECTION TSHS.	16,000,000	
ITEM	DESCRIPTION		Cts
	PROTECTION:		
A	The contractor is required to protect works section until completion.	500,000	
	TESTING:		
B	Allow for testing all the installations required to be tested and provide everything necessary for this purpose and leave the whole in perfect working order to the satisfaction of the employer and local authority.	2,000,000	
	REMOVING RUBBISH AND CLEANING:		
C	The contractor shall make good all defects and injuries to the works, clean down external faces wash off stains to face work, clean off marks mortar and cement, clean windows inside and out, scrub floors, flush drains run and leave all parts of the works clean, free from rubbish and waste materials and perfect on completion.	4,000,000	

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D	The contractor shall clean and cart away all rubbish as it accumulates and keep the works in orderly condition to the satisfaction of the employer	2,000,000	
	TO COLLECTION ISHS.	8,500,000	
	COLLECTION		
	Page No. 1		
	Page No. 2		
	Page No.3		
	Page No. 4		
	Page No.5	1,000,000	
	Page No. 6	13,000,000	
	Page No. 7	16,000,000	
	Page No.8	8,500,000	
	BILL NR.1 - PRELIMINARIES CARRIED TO GENERAL SUMMARY	38,500,000	

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DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	TO COLLECTION				62,800,240
	FORMWORK				
	<i>Sawn Formwork to:</i>				
A	Vertical sides of of plinth beams	120	M ²	24,000	2,880,000
B	Edges of bed; 100mm high	104	M	2,400	249,600
	<i>Damp Proof Course:</i>				
C	150mm wide, Hexmans based damp proof course, laid on blockwork with 150mm end laps	174	M	4,000	1,496,000
	<i>Render cement and sand (1:1) trowelled</i>				
D	12mm thick; to plinth; to concrete or block work base	748	M ²	12,000	8,976,000
	<i>Prepare and apply three coats of black bituminous paint on:</i>				
E	Rendered surfaces to plinth	748	M ²	12,000	8,976,000
	TO COLLECTION				22,577,600
	COLLECTION:				
	Page 1				62,800,240
	Page 2				22,577,600
	ELEMENT NR. 1 - SUBSTRUCTURE CARRIED TO SUMMARY OF				85,377,840

8/31/12

SEND STAR COMPANY LTD.
P.O. Box 14012
DOR. ES. SALCEDO

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
ELEMENT No. 02 - FRAMES					
CONCRETE WORK:					
<i>Reinforced in-situ concrete grade '20'; vibrated; including vibrating around reinforcements:</i>					
A	Columns	2	M ³	350,000	819,000
B	Ring beams	19	M ³	350,000	6,479,550
REINFORCEMENTS: (Provisional):					
<i>High tensile steel reinforcement bars to BS 4449:1969; including tying wire and spacer blocks</i>					
A	12mm dia bars for ring beam	1598	Kg	5,000	7,988,640
B	6mm dia mild steel bars	623	Kg	5,000	3,113,550
C	16mm dia bars for columns	4942	Kg	5,000	24,710,400
Formworks					
Sawn formwork to:					
A	Vertical sides of columns	225	M ²	24,000	5,391,360
B	Sides of ring beams	748	M	10,800	8,078,400
TO COLLECTION					56,580,900
ELEMENT No. 02 - FRAMES CARRIED TO SUMMARY OF BILL					56,580,900
No. 03					

8/3/21

SEND STAR COMPANY LTD
P.O. Box 14072
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT No. 04 - ROOFING: (All Provisional)</u>				
	<u>ROOF STRUCTURE:</u>				
	<u>STRUCTURAL TIMBER WORK:</u>				
	<i><u>Well seasoned, treated softwood; pressure impregnated; moisture content not more than 20%</u></i>				
A.	150x50mm Tie Beam	438	M	13,500	5,913,000
B.	100x50mm Struts	792	M	9,000	7,128,000
C.	100x50mm Rafter	734	M	9,000	6,606,000
D.	50x50mm Purlins	700	M	4,500	3,150,000
E.	150x50mm Wall plate	88	M	13,500	1,188,000
F.	Allow item for joining pieces to all roof truss members where joint is required to form one continuous piece	1	Item	2,000,000	2,000,000
	<i><u>Prime quality hardwood muingu or mkongo.</u></i>				
G.	250x25mm thick fascia boards	145	M	36,000	5,220,000
	<u>ROOF COVERINGS:</u>				
	<i><u>Troughed IT-5 Profile coloured Green roofing sheets Gauge "28", lapped to sides and ends as per manufacture's specification; fixed to purlins (m/s).</u></i>				
D	Roof covering sloping not exceeding 45 degrees from horizontal.	1188	M ²	56,000	66,528,000
E	Ridge capping: 260mm girth	196	M	18,000	3,528,000
F	Valley cover	123	M	18,000	2,214,000
	TO COLLECTION				103,475,000

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SEMD STAR COMPANY LTD.
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ROOF DRAINAGE					
A.	150mm Half round UPVC rain water gutter as per Engineer's instructions including fixing with brackets and all	145	M	18,000	2,610,000 ✓
B.	Bends	30	No.	8,000	240,000 ✓
C	Outlets	10	No	10,000	100,000 ✓
D	100mm diameter uPVC rain water down pipes fixed to wall	60	M	16,000	960,000 ✓
E.	Extra; swanneck	10	No	14,000	140,000 ✓
TO COLLECTION					4,050,000 ✓
<u>COLLECTION:</u>					
Page 1					103,475,000 ✓
Page 2					4,050,000 ✓
ELEMNT No. 05 - ROOFING CARRIED TO SUMMARY OF BILL No. 03					107,525,000 ✓

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SEMI STAR COMPANY LTD
P.O. Box 1427
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 05 - DOORS				
	WOOD WORK				
	<i>Prime quality hardwood paneled doors</i>				
A.	45x145mm Frame; 40mm thick 1500x2400mm high paneled door comprising of 125mm wide stiles and top rail; 180mm wide bottom rail; 125mm intermediate rail; with 30mm thick solid panels, housed to stiles and rail. All Mkongo hardwood frames polished with two top light provide 6mm clear glass; 16mm horizontal ioxide bars with 50mmx25mm hardwood beads (M/S); (D1)	4	No	1,400,000	5,600,000
B	Ditto; 910 x 2400mm high; (D2)	4	No	700,000	2,800,000
	WOOD WORK				
	<i>Prime quality hardwood flush doors</i>				
A.	45x145mm Frame; 40mm thick 1800x2400mm high Double Door comprising of 125mm wide stiles and top rail; All Mkongo hardwood frames polished with two top light provide 6mm clear glass; 16mm horizontal ioxide bars with 50mmx25mm hardwood beads (M/S); (D4)	8	No	1,600,000	12,800,000
B	Ditto; 910 x 2400mm high; single panel (D5)	7	No	700,000	4,900,000
C	Ditto; 750 x 2400mm high (D3). Hard wood frames	16	No	650,000	10,400,000
A.	1500 x 2400 x 45mm	4	No	183,600	734,400
B	1800 x 2400 x 45mm	8	No	302,400	2,419,200
C	900 x 2400 x 45mm	11	No	237,600	2,613,600
D	750 x 2400 x 45mm	16	No	226,800	3,628,800

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SEND STAR COMPANY LTD
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NAR. ES. SALAAM

	TO COLLECTION				45,896,000
	Glazing:				
	6mm. thick toughed clear glass fixed with hardwood beads (m/s)				
A.	Panes over 0.5m ² not exceeding 1.0 m ²	48	M ²	80,000	3,840,000
B.	Panes over 1m ² not exceeding 1.5 m ²	5	M ²	80,000	400,000
	IRON MONGERY:				
	<i>Supply and fix the following iron mongery: UNION or any equal and approved; to hardwood with matching screws.</i>				
A.	Three-lever mortise lockset	39	No	160,000	6,240,000
B.	Butt hinges	60	Prs	57,600	3,456,000
C.	Rubber door stopper fixed to concrete floor or block work base.	51	No	18,000	918,000
E.	100 mm long Brass barrel bolts.	9	No	35,200	316,800
H.	Handicapped Symbols	2	No	20,700	41,400
I.	Door handles	32	Prs	66,600	2,131,200
	Door Hitting Plate	32	Prs	81,000	2,592,000
	TO COLLECTION				19,935,400
	COLLECTION:				
	Page 1				45,896,000
	Page 2				19,935,400
	ELEMENT No. 06 - DOORS CARRIED TO SUMMARY OF BILL				65,831,400

No. 03

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SEND STAR COMPANY LTD.
P.O. Box 14012
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 06 - WINDOWS				
	ALUMINIUM WINDOWS				
	<i>Composite Aluminium window units; as microns manufactured to Architects satisfaction finished with 21 microns silver anodized Aluminium alloy; matt finished; including assembling as necessary, bedding frame in proprietary bedding compound, pointing externally with mastic and stripping protective tape from Aluminium frame with and including mullions, transoms and unblocking devices where necessary; including mosquito gauze ex. USA externally;</i>				
A.	1600 x 1500mm high; divided into 2No panels; sliding panels; glazed with 6mm frosted/sand blasted glass; complete with locks; (W1)	30	No	720,000	21,600,000
B.	Ditto; 1500 x 500mm high; divided into 2No. sliding panel ditto; (W2)	2	No	225,000	450,000
C.	1000 X 500mm high; divided into 2No panels; sliding ditto; (W3)	16	No	150,000	2,400,000
	WINDOW GRILL				
	<i>Mild steel protected from rust by applying undercoat of zinc chromate and two finishing coats of gloss paint;</i>				
D.	Window grills; comprising of flat bars, 19mmx4mm : 25x25mm hollow square section (HSS frames; cut and bent to pattern as specified by the Architect.)	85	M ²	180,000	15,300,000
	ELEMENT No. 07 - WINDOWS CARRIED TO SUMMARY OF BILL No. 03				39,750,000

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SEND STAR COMPANY LTD.
P.O. Box 14072
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
	ELEMENT No 7 - FINISHINGS				
	FLOOR FINISH				
	TILES; SLAB				
	<i>Porcelain tiles; high quality; fixed to backing with adhesives and pointed with tile grout; pattern as per Architect's instructions</i>				
A.	400 x 400 x 8mm thick first quality non-glazed tiles to floor.	425	M ²	70,000	29,750,000
B	8mm x 100mm high tile skirting.	540	M	7,000	3,780,000
	<i>Plastering in two coats, steel towèled to smooth finish; first coat consisting of cement, lime putty and sand (1:2:4); finishing coat cement and lime (1:10);</i>				
C	15mm thick to wall	1944	M ²	14,000	27,216,000
	TILES; SLAB OR BLOCK FINISHING				
	<i>Glazed ceramic wall tiles; to BS 1281 fixed to backing with approved adhesives and pointed with approved tile grout;</i>				
D	250 x 400 x 8mm Thick tiling; to walls.	87	M ²	62,000	5,394,000
E	9mm PVC tile trim	36	M	10,000	360,000
	<i>Beds and backings; cement and sand (1:4); wood floated</i>				
F	32mm Thick bed ; to receive floor tiles.	425	M ²	22,000	9,350,000
G	15mm Thick backing; to receive wall tiles.	87	M ²	14,000	1,218,000
H	15mm Thick Skirting 100mm wide	540	M	1,400	756,000

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	TO COLLECTION				77,824,000
	CEILING FINISH:				
	<i>Gypsum board finishing:</i>				
A	12mm-thick gypsum board fixed to treated softwood branderling at 600mm centres (m/s) including all necessary accessories.	425	M ²	24,000	10,200,000
	Extra over for ceiling access hatches; 600x600mm	3	No.	50,000	150,000
	Gypsum Ceiling:				
A	100 x 25mm Moulded cornices	540	M	4,000	2,160,000
	<i>Softwood; pressure impregnated with preservatives</i>				
B	50 x 100mm Ceiling joists	426	M	9,000	3,834,000
C	50 x 50mm branderling	1548	M	4,500	6,966,000
	TO COLLECTION				23,310,000
	COLLECTION:				
	Page 1				77,824,000
	Page 2				23,310,000
	ELEMENT No. 9 - FINISHINGS CARRIED TO SUMMARY OF BILL No. 03				101,134,000

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SEND STAR COMPANY LTD.
P.O. Box 1401
DAR-ES-SALAAM

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
ELEMENT No. 8 - PAINTING AND DECORATING					
INTERNAL WORK:					
<i>Prepare and apply one thinned coat and two full coats of emulsion paint as per the Architect's approval on</i>					
A.	Plastered ceiling or the like	425	M ²	9,000	3,825,000
<i>Prepare and apply one thinned coat and two full coats of VGA silk paint to manufacturer's specifications and Architect's approval on</i>					
D	Plastered walls; columns or the like	972	M ²	9,000	8,748,000
<i>Prepare and prime back of wood surfaces before fixing</i>					
E	Frames or the like; 100 to 200mm girth.	366	M	1,800	658,800
<i>Prepare and apply one undercoat and two full coats of polyurethane clear varnish on timber surfaces</i>					
F	General surfaces of doors/glazed doors	16	M ²	9,000	144,000
G.	Frames or the like; 200 to 300mm girth.	96	M	2,700	259,200
EXTERNAL WORK					
<i>Prepare and apply one under coat and two full coats of weatherguard paint</i>					
H	Plastered walls; columns or the like	972	M ²	9,000	8,748,000
TO COLLECTION					22,383,000

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DAR-ES-SALA 436

	<u>Prepare and apply one under coat and two full coats of oil paint as per the Architect's approval on timber surfaces</u>				
B	Fascia board; 200 to 300mm girth	145	M	2,700	391,500
	<u>Prepare and apply one undercoat and two full coats of hammer enamel paint on metal surfaces:</u>				
C	Grilles and balustrades; measured flat on both sides.	85	M ²	18,000	1,530,000
	TO COLLECTION				1,921,500
	<u>COLLECTION:</u>				
	Page 1				22,383,000
	Page 2				1,921,500
ELEMENT No. 10 - PAINTING AND DECORATION CARRIED TO SUMMARY OF BILL No. 03					24,304,500

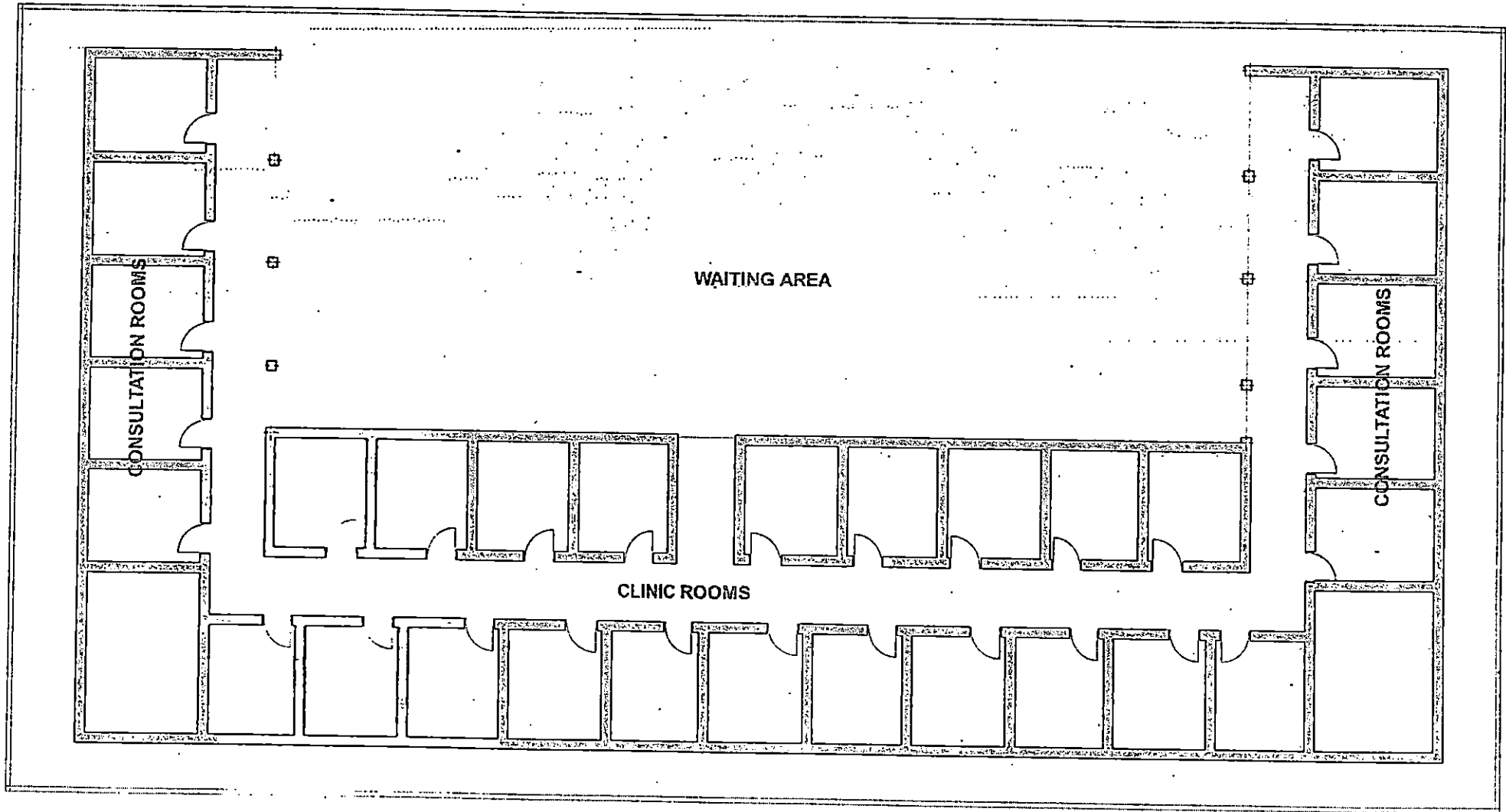
8/3/10/2

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P.O. BOX 12047
Nairobi, Kenya

SUMMARY		
ELEMENT	DESCRIPTION	AMOUNT (TSHS)
1	PRELIMINARIES	38,500,000
2	SUBSTRUCTURE	85,377,840
3	FRAME	56,580,900
4	WALLING	57,895,200
5	ROOFING	107,525,000
6	DOORS	65,831,400
7	WINDOWS	39,750,000
8	FINISHING	101,134,000
9	PAINTING AND DECORATION	24,304,500
10	PC & PROVISIONAL SUMS	-
	GRAND TOTAL	576,898,840

SEND STAR COMPANY LTD
P.O. Box 14812
DAR-ES-SALAAM

DRAWINGS



FORMS OF SECURITY

1. Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*

Tender No.: *[insert number of tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity (PE)]*

We, *[insert the name of tenderer]*, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagree to arithmetical correction made to the tender price; or
- (c) have been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITB. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

2. Tender Security (Bank Guarantee)

[If required, the Bank/Tenderer shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of PE]*

Date: *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures, expressed in the currency of the PE's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the

Tenderer was unsuccessful, or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

3. Form of Tender Security (Tender Bond)

[If required, the Surety/Tenderer shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, authorized to transact business in *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of PE]* as Obligee (hereinafter called "the PE") in the sum of *[insert amount in figures expressed in the currency of the PE's Country or the equivalent amount in an international freely convertible currency] [insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the PE dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (2) Disagreement to arithmetical correction made to the tender price; or
- (3) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

(a)

then the Surety undertakes to immediately pay to the PE up to the above amount upon receipt of the PE's first written demand, without the PE having to substantiate its demand, provided that in its demand the PE shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the PE at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

[insert signature(s) of authorized representative(s)]

[insert signature(s) of authorized representative(s)]

[insert printed name and title]

[insert printed name and title]

4. Performance Bank Guarantee [Unconditional]

[The bank/successful Tenderer providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has been awarded Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

5. Performance Bond

[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]51

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has been awarded Contract No. *[reference number of the contract]* dated _____ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 2___, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

FORMS - INTEGRITY

**UNDERTAKING BY BIDDER ON ANTI - BRIBERY POLICY / CODE OF CONDUCT
AND COMPLIANCE PROGRAMME**

- (1) Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Bidder may cover the subcontractors and consortium partners in its own statement, provided the Bidder assumes full responsibility.
- (3)
 - (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - (b) Each Bidder will make full disclosure in the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the bid and, if successful, the implementation of the contract.
 - (c) The successful Bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - (d) Within six months of the completion of the performance of the contract, the successful Bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - (e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

- (4) Bids which do not conform to these requirements shall not be considered.
- (5) If the successful Bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

MEMORANDUM (Format 1)

(Regulation 78 (2) of the Public Procurement Regulations GN No. 446 of 2013 as Amended in 2016

This company _____ (name of company) places importance on competitive bidding taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

MEMORANDUM (Format 2)

Regulation 78 (2) of the Public Procurement Regulations GN No. 446 of 2013 as Amended in 2016

This company _____ (*name of company*) has issued, for the purposes of this bid, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers)"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____