

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



ADDENDUM NO. 01

FOR

**CONTRACT FORTENDER No. ME/007/2021-2022/HQ/W/18 FOR PROPOSED
CONSTRUCTION OF TWO STOREY OPD BUILDING AT SONGEA RRH
PROCUREMENT UNDER TANZANIA COVID-19 SOCIAL ECONOMIC RECOVERY
PLAN (TCRP)**

BETWEEN

**PERMANENT SECRETARY, MINISTRY OF HEALTH
OF P.O BOX 743
DODOMA**

AND

**M/S KIURE ENGINEERING COMPANY LTD,
OF P.O. BOX 2714
ARUSHA.**

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FORM OF ADDENDUM NO. 1

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**ADDENDUM NO.1 FOR CONTRACT FOR TENDER No. ME/007/2021-2022/HQ/W/18
FOR PROPOSED CONSTRUCTION OF TWO STOREY OPD BUILDING AT SONGEA
RRH PROCUREMENT UNDER TANZANIA COVID-19 SOCIAL ECONOMIC
RECOVERY PLAN (TCRP)**

This Addendum is entered into this this 28th day of MAY 2022

Between

**PERMANENT SECRETARY, MINISTRY OF HEALTH of P.O. Box 743 DODOMA,
Tanzania (hereinafter referred "the Employer") of the one part**

And

**M/S KIURE ENGINEERING COMPANY LTD, of P.O. Box 2714 Arusha - Tanzania
(hereinafter referred "the Contractor") of the other part.**

WHEREAS, under the Principal Contract the Ministry of Health has agreed to engage the Contractor and the Contractor had the Tender for PROPOSED CONSTRUCTION OF TWO STOREY OPD BUILDING AT SONGEA RRH PROCUREMENT UNDER TANZANIA COVID-19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP)(hereafter referred to as "Works") for SONGEA REGIONAL REFERRAL HOSPITAL AT SONGEA - RUVUMA and the employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defect therein in the sum of TZS 3,870,000,000 (Three Billion Eight Hundred Thousand Seventy Thousand) VAT Inclusive Only (hereinafter called "Contract Price")

A. WHEREAS, the Permanent Secretary Ministry of Health through Final Review Contract Bill of Quantities (Phase I) made by leading Consultant team M/S Aru Build Environment Consulting Co. Ltd of P.O Box 35700 Dar es Salaam, has agreed no change in time for execution of works and shall remain to be Six Months to end of 30th June, 2022 for Phase I works which involves "Ground Floor to Completion Level" which will cost a tune price of Tsh 2,700,000,000/=

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B. WHEREAS, the parties have deemed appropriate to amend some of the provisions of the Principal Contract to enable the Contractor continue with Construction Works of Songea -Ruvuma for the Ministry of Health on the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto mutually agree to amend the Principal Contract as follows: -

AMENDMENT OF SPECIAL CONDITION OF CONTRACT (SCC) AND FORM OF THE CONTRACT

1.0 Amendment is made on Form of Contract by adding Article No.6 To read "Both Parties agreed on the change of the scope of work from original contract value of from original contract value of TSH TZS 3,870,000,000 VAT Inclusive for the whole Three Storey Building to TZS 2,700,000,000/= VAT Inclusive "Ground Floor to Completion only". The measured works for Ground Floor to Completion works will involves the follows works; -

- a. Construction of substructure
- b. Frame
- c. Stairs
- d. Walling of ground floor
- e. Doors of ground floor
- f. Windows of ground floor
- g. Finishes of ground floor
- h. Painting and Decoration of ground floor
- i. Electrical works Installation
- j. Ground floor Plumbing Installations
- k. Fire Fighting Equipment's
- l. Foul water drainage
- m. Medical gas ground floor first fix only
- n. Laboratory gas ground floor
- o. Laboratory drainage

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- 2.0 Amendment is made on Special Condition of the Contract Clause No.20 of GCC 56.1 By deleting the words "The amount of retention is 10% of the value of works of the interim payment certificates" and substitute for them the words "The payment for **retention money(2nd Half Moiety)** will be paid to Contractor upon submission of **Retention Bank Guarantee certified by Consultant from Reputable Bank**". for duration of **15 months from date of intended practical completion of the project**.
- 3.0 Amendment is made on Special Condition of the Contract Clause No.20 of GCC 56.1 By deleting the words "Limit of retention: 5% of the accepted contract amount" and substitute for them the words "In order to accelerate the implementation of the project the amount **projected for payment until the Project Practical Completion date including the 1st Half Moiety of retention money**, the same to be paid to Contractor upon submission of **Bank Guarantee certified by Consultant from Reputable Bank** of the period not less than **three (3) Months**".
- 4.0 Without prejudice save for the amendments made by this Addendum, the rest of the Articles in Principal Contract shall remain unaltered.
- 5.0 That no any article in this addendum shall be construed different from the principal contract

IN WITNESS WHEREOF, the parties hereto acting through their representatives duly Authorized have caused this Addendum to be signed in their respective names and delivered as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto acting through their representatives duly Authorized have caused this Addendum to be signed in their respective names and delivered as of the day and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

Name: PROF. ABEL N. MAKURU

(Authorized Representative)

Designation: PERMANENT SECRETARY

Signature: [Signature]

Date: 28/05/2022

THE CONTRACTOR

Name: SAID IPP KIUKE

(Authorized Representative)

Designation: CONTRACT MANAGER

Signature: [Signature]

Date: 28/05/2022

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WITNESS

Name: Dr. Hassan A. Hassan
Designation: Acting Director Legal
Signature: Rise
Date: 28/05/22

WITNESS

Name: Eng. OMAR KIVE
Designation: DIRECTOR
Signature: [Signature]
Date: 28/05/22

LETTER OF NOTIFICATION OF REVISED SCOPE WORKS

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LETTER OF ACKNOWLEDGEMENT OF REVISED SCOPE OF WORKS

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REVISED BOQ (SCOPE OF WORKS)

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PRINCIPAL CONTRACT

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