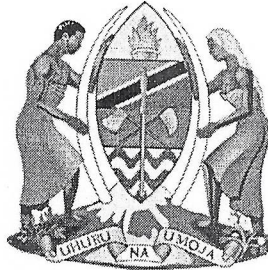


**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH**



ADDENDUM NO. 01

FOR

**CONTRACT FOR TENDER No. ME/007/2021-2022/HQ/W/17 FOR PROPOSED
CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE
REGIONAL REFERRAL HOSPITAL 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 MASASI CONSTRUCTION COMPANY LTD,
OF P.O. BOX 9580
DAR ES SALAAM - TANZANIA**

FORM OF ADDENDUM NO. 1

**ADDENDUM NO.1 FOR CONTRACT FOR TENDER No. ME/007/2021-2022/HQ/W/17
FOR PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT
KITETE REGIONAL REFERRAL HOSPITAL PROCUREMENT UNDER TANZANIA
COVID-19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP).**

This Addendum is entered into this this _____ day of _____ 2022

Between

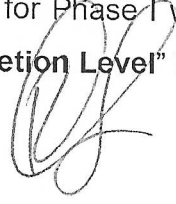
**PERMANENT SECRETARY, MINISTRY OF HEALTH OF P.O. BOX 743 DODOMA,
TANZANIA** (hereinafter referred "the Employer") of the one part.

And

**M/S MASASI CONSTRUCTION COMPANY LTD, OF P.O. BOX 9580 DAR ES SALAAM
- 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 THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERRAL HOSPITAL PROCUREMENT UNDER TANZANIA COVID-19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP) (hereafter referred to as "Works") for KITETE REGIONAL REFERRAL HOSPITAL AT TABORA REGIONAL 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 6,472,554,817.66 (Six Billion Four Hundred Seventy Two Million Five Hundred Fifty Four Thousand Eight Hundred Seventeen Cent Sixty Six Cent) VAT Inclusive Only (hereinafter called "Contract Price")

A. WHEREAS, the Ministry of Health through Final Review Contract Bill of Quantities (Phase I) made by leading Consultant team M/S MEKON ARCH CONSULT LTD of P.O BOX 31924 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 all works involved for Phase I "**Ground Floor to Completion Level**" has been completed.



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 Kitete RRH for the Ministry of Health on the terms and conditions set forth herein.

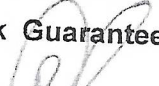
NOW THEREFORE, the Parties hereto mutually agree to amend the Principal Contract as follows:

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 TZS 6,472,554,817.66 VAT Inclusive for the whole Three Storey Building to TZS 2,699,992,302.60/= VAT Inclusive **"Ground Floor to Completion Level"**. The measured works for Ground Floor to Completion Level works will involves the follows works; Construction of substructure

- a. Frame
- b. Stairs
- c. Walling
- d. Doors
- e. Windows
- f. Finishes
- g. Painting and Decoration
- h. Electrical works Installation
- i. Ground floor Plumbing Installations
- j. Fire Fighting Equipment's
- k. Ground Floor Air Condition Installations

1.0 Amendment is made on Form of Contract by adding Article No.7 To read "The Client will provide **Payment in Account for the Approved Material Procurement by Consultant** in order to assist bulk procurement of building material upon submission of **Bank Guarantee certified by Consultant** from **Reputable Bank**".



- 2.0 Amendment is made on Form of Contract by adding Article No.8 To read "The Client **may initiate the Construction of the remained blocks** depending on availability of Fund. However, if the continuation is initiated within the first Six months after the completion of contractual works, the contract rates for the subsequent work shall not change from Contractor's tender submission. All the condition of the contract shall not change".
- 1.0 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.**
- 2.0 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**".
- 3.0 Without prejudice save for the amendments made by this Addendum, the rest of the Articles in Principal Contract shall remain unaltered.
- 4.0 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.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

Name: Imamre Hassan

(Authorized Representative)

THE CONTRACTOR

Name: KLIMIT B. CADWA

(Authorized Representative)

Designation: Acquirer PS
Signature: [Signature]
Date: 2/6/2022

Designation: DIRECTOR
Signature: [Signature]
Date: 2/6/2022

WITNESS

Name: RASHA A. MATHIAS
Designation: Acting Director Legal Ser
Signature: [Signature]
Date: 2/6/2022

WITNESS

Name: Radijo Tomic
Designation: Director
Signature: [Signature]
Date: 2/6/2022

MASSACHUSETTS DEPARTMENT OF
REGISTRATION
TELEPHONE: 617-725-1000
FAX: 617-725-1001