

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



**CONTRACT DOCUMENT
FOR**

**ME/007/2021-2022/HQ/W/17 PROPOSED CONSTRUCTION OF THREE
STOREY MATERNITY BUILDING AT KITETE RRH PROCUREMENT
UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY
PLAN (TCRP) MOHCDGEC/2021/2022/HQ/W/17.**

**CLIENT:
MINISTRY OF HEALTH,**

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

**CONTRACTOR:
MASASI CONSTRUCTION
CO. LTD P.O Box 9580 DAR ES
SALAAM..**

DECEMBER, 2021

Form of Contract

This Contract, made the 20th day of 12 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 **MASASI CONSTRUCTION CO. LTD P.O Box 9580 DAR ES SALAAM**.(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **ME/007/2021-2022/HQ/W/17 PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE RRH PROCUREMENT UNDER TANZANIA COVID 19NSOCIAL 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 **TZS Six Billion Four Hundred Seventy Two Million Five Hundred Fifty Four Thousand Eight Hundred Seventeen Cents Sixty Six (6,472,554,817.66) VAT Inclusive** (hereinafter called "Contract Price").

Now this Agreement 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 **TZS Six Billion Four Hundred Seventy-Two Million Five Hundred Fifty-Four Thousand Eight Hundred Seventeen Cents Sixty-Six (6,472,554,817.66) 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,

.....
Signature of Authorized representative
Name.....**Prof. Abel N. Makubi**
Occupation.....**Permanent Secretary**
MINISTRY OF HEALTH, COMMUNITY, DEVELOPMENT, GENDER, ELDERLY AND CHILDREN
P. O. Box 743, DODOMA

In the presence of
Signature.....
Name.....**Isaac Makoko**
Occupation.....**Legal officer**

For and on behalf of Messrs MASASI CONSTRUCTION CO. LTD

.....
Signature of Authorized representative
Name.....**RIMIT B. LASWA**
Occupation.....**DIRECTOR**

In the presence of
Signature.....
Name.....**Pradeep J. Tane**
Occupation.....**Director**

MASASI CONSTRUCTION CO. LTD.
P. O. Box 9580
DAR-ES-SALAAM
TEL. 2185401, FAX: 2182770
Mobile: 0713-326972

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 ME/007/2021-2022/HQ/W/17</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 Tabora . 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

		v. Letter of Notification to award vi. Letter of Acceptance vii. Negotiation minutes viii. Priced Bill of Quantities ix. Drawings.
4	4.1	The language of the Contract documents is English The law that applies to the Contract is the Laws of Tanzanian
5	7.1	Address for communication Employer's: Ministry of Health, Community Development, Gender, Elderly and Children Government City, P.O. Box 743, 40478 Dodoma. Contractor's MASASI CONSTRUCTION CO. LTD P.O Box 9580 DAR ES SALAAM
6	12.1	
7	16.1	The minimum insurance covers for shall be; (a) for loss or damage to the Works, Plant and Materials: TZS 50,000,000.00 (Tanzanian Shillings Fifty Million only) (b) For loss or damage to Equipment: TZS. 30,000,000 (Tanzanian Shillings Thirty Million only) (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) (d) The minimum cover for personal injury or death insurance

		<p>(e) for the Contractor's employees is TZS 10,000,000 (Tanzanian Shillings Ten Million only)</p> <p>(f) And for other people TZS. 10,000,000 (Tanzanian Shillings Ten Million only)</p>
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>d. Providing condoms (male and female) to workers</p>
10	27.1	<p>The Site Possession Date shall be 7 days after the date of signing contract.</p>
	31.1	<p>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 Tabora.
11	30.4	<p>Arbitration will take place at DODOMA in accordance with rules and regulations published by The National Construction</p>

		Council (NCC) Tanzania
12.	32.1	Appointing Authority for the Adjudicator is The National Construction Council (NCC) of Tanzania
		B. Time Control
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. Non refundable 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 15% 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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		<p>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].</p> <p>The Employer means the person named as employer in the SCC and the legal successors in title to this person.</p> <p>Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>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.</p> <p>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.</p> <p>Materials are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p>Months mean calendar months.</p> <p>Plant is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.</p>
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		<p>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.</p> <p>The Site is the area where works are to be executed as specified in the SCC.</p> <p>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.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>A 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.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager in consultation with the Employer, which varies the Works.</p>
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		<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	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine.. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the 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).

	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</p>

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

		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

<p>53. Compensation Events</p>	<p>53.1</p>	<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	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.
	53.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
	53.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project

		Manager.
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.

	55.3	<p>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> $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$ <p>where;</p> <p>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;</p>
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		<p>a is a constant, specified in the Appendix to Tender, representing the nonadjustable portion in contractual payments;</p> <p>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;</p> <p>Ln, Mn, En, 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</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in GCC 55.5</p> <p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.</p> $F = P_n \times P_c$ <p>where;</p>
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		<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</p>

		on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available
	55.6	If the Contractor fails to complete the Works within the time for completion prescribed under GCC 20 [Commencement and Completion of Works] adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 35 [Extension of the Intended Completion Date], the above provision shall apply only to adjustments made after the expiry of such extension of time.
	55.7	The weightings for each of the factors of cost given in the 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;

		<p>e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;</p> <p>f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</p> <p>h) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and</p> <p>i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p> <p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices" means impairing or</p>
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	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 <i>[percent]</i> .
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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 209/549/01/215

3thDecember, 2021

MASASI CONSTRUCTION CO. LTD
P.O Box 9580
DAR ES SALAAM.

RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO TENDER NO.
ME/007/2021-2022/HQ/W/17 PROPOSED CONSTRUCTION OF THREE
STOREY MATERNITY BUILDING AT KITETE 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/17 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 TZS Six Billion Four Hundred Seventy-Two Million Five Hundred Fifty-Four Thousand Eight Hundred Seventeen Sixty-Six Cents. (6,472,554,817.66) 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



MASASI CONSTRUCTION CO. LTD.

BUILDING AND CIVIL ENGINEERING CONTRACTORS

P.O.Box 9580 Dar es Salaam Head Office: Tel: 2185401, Mob: 0713 - 326972, 0787 - 888890
Fax: 2182770, E-mail: masasi.tz@gmail.com

REF. NO. MCC/BML/21/531

4TH December, 2021

Permanent Secretary
Ministry of Health, Community Development
Gender, Elderly and Children
Government City – Mtumba
Afya Street
P.O. Box 743
40478 DODOMA

Dear Sir,

**RE: AWARD OF CONTRACT FOR PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING
AT KITETE RRH PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY PLAN
(TCRP), TENDER NO. ME/007/2021-2-022/HQ/W/17**

SUB: LETTER OF ACCEPTANCE

We refer to you letter Ref. No. CAB 209/549/01/215 dated 3rd December, 2021 concerning above mentioned subject of award of Contract to our Company by Ministry of Health, Community Development, Gender, Elderly and Children

We are pleased and honoured to confirm our acceptance of the award for **TZS 6,472,554,817.66** (Tanzania Shilling Six Billion Four Hundred Seventy Two Five Hundred Fifty Four Thousand Eight Hundred Seventeen and Cents Sixty Six) as per your above mentioned letter (copy of letter attached).

We look forward to the Contract signing arrangements and request you to let us know when you require us to report to your Office.

We thank the Tender Board for awarding our Company above mentioned tender and we assure you our best services at all times.

Yours faithfully,

MASASI CONSTRUCTION CO. LTD

R.B. LADWA
DIRECTOR

c.c. Chief Executive Officer, Public Procurement Regulatory Authority, P.O. Box 2865, Dodoma

NEGOTIATION MINUTES

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

Project Name: Proposed construction of three storey maternity building at Kitete Regional Referral Hospital, procurement under Tanzania COVID19 social economic recovery plan (TCRP).

Conducted On: 01st December, 2021

Venue: HBE Office, NHIF Building Office, MoHCDGEC

Prospective Bidder: M/s Masasi Construction Co. LTD.

Attendance:

S/N	Name	Title	Organization	Position
1.	Arch. Paul C. Korosso	Head of Building Section	MoHCDGEC	Chairperson
2.	Norah Mkonyi	Procurement Officer	MoHCDGEC	Member
3.	Bhavti Ladwa	Finance Director	Masasi Construction Co. LTD.	Contractor representative
4.	Rimit Ladwa	Director	Masasi Construction Co. LTD.	Contractor

Absent with apology:

1. Valuer. Wilson Waitara

AGENDA

1. Opening of the Meeting
2. Introduction and adoption of Agenda.
3. Discussion on the subject matter;
 - i) Discussion on scope of work.
 - ii) Discussion on the contract price.
 - iii) Discussion on the compensation event
 - iv) Discussion on the payment modalities
 - v) Discussion on the liabilities
 - vi) Discussion on the securities

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

- vii) Discussion on staffing
- viii) Discussion on work duration
- ix) Discussion on work schedule
- x) Discussion on performance bond
- xi) Discussion tax clearance

4. Closing of the meeting.

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

1. OPENING OF THE MEETING:

Chairperson of the meeting called the meeting to order at 0143 Hrs by welcoming remark to attendants

2. INTRODUCTION AND ADOPTION OF AGENDA:

Introduction of Negotiation Team Members. Team members were given negotiation issues, read to team members and accepted for Negotiation and discussion.

3. DISCUSSIONS AND RESOLUTIONS

Negotiation meeting was conducted and agreement reached as follows.

ISSUE	AGREEMENT (WITH FULL DETAILS)
Scope of the work	<p>The scope of the work is as defined in the bidding document. The Bill of Quantity (BOQ) defines the project sum to be as here under negotiated.</p> <p>The drawings under Consultants review shall be the working drawings. Technical specifications shall be confirmed by the Project Manager after review of the drawings and shall be in compliance with the standard specification for government / public buildings.</p> <p>Mutually Agreed that this project shall be implemented in phases depending on the availability of fund. The contractor will be awarded the whole contract for construction of three storey maternity building at Kitete amounting to Tsh 6,472,554,817.66 (VAT Inclusive).</p> <p>Phase one shall commence immediately after signing of the contract and its scope shall be within the available budget of Tsh. 2,700,000,000.00 (VAT inclusive) pertinent to Consultant's reviews and scoping. The method statement for project implementation shall be provided by the Project Manager.</p> <p>Late succession of subsequent phases shall not institute any penalty to the Client. Contract rates shall not change for a period of six (6) months after practical completion of the first phase. Post contract</p>

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

	<p>negotiation on rate, among other sensitive issues, to be held prior to commencement of phase two should the latent period exceeds six (06) months after the completion of the preceding phase. Negotiation for other succeeding phases shall be applicable.</p> <p>The contractor asked on how to handle a circumstances on cost and time should there be any outcomes on consultant's review altering the current defined scope of work.</p> <p>The Chairperson clarified that there will be a consultant and consultant review is restricted to compulsory cases only, in case it alters scope of work consideration will be done in accordance to laws, regulations and procedures.</p>
Contract price	<p>The read out submitted contract sum from the contractor was Tshs. 6,215,499,958.75. (VAT Inclusive). During evaluation a positive error of Tshs. 245,407,000 was noted making the corrected Contract sum to be Tshs. 6,505,080,218.75. (VAT Inclusive)</p> <p>Without altering the quality of work to be delivered, the chairperson asked for a discount. The contractor offered a discount of 0.5 percent from the corrected contract sum, which was agreed by the bidder. The offered discount amounted to Tsh.32,525,401.09 Thus, making the agreed Contract sum to be Tshs. 6,472,554,817.66 (VAT Inclusive).</p>
Compensation events	<p>The time mutually agreed to compensate for late payment (accrued interest) on either party to be referred to, after 45 working days. If there will be any signs of interest to be born in the project, contractor shall notify the employer in advance (early warning) in order to avoid unnecessarily damages or provide to, any compelling reasons. Losses and damages must be avoided in both parties for all avoidable cases.</p>

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

Payment modalities	<p>The payment modalities will be as stipulated in the special conditions of contract. 15% of contract sum as advance payment supported by a bank guarantee.. Interim payment can be applied after <u>any substantive work done</u>. No material on/off site shall be paid.</p> <p>Other Payments such as Penultimate payments, Final payments and Retention money will be treated as per contract agreement and standard procedures.</p>
Liabilities	<p>The contractor has agreed to abide to all contract terms and conditions including quality, time and cost. Testing and Commissioning will be conducted as per practicing laws, regulations and procedures. Defect liability period will be one (01) year.</p>
Securities	<p>The contractor will submit bank guarantee for the advance payment claim. <u>Performance bond</u> and all risk insurance will be in a form of insurance cover issued from a reputable firm. The contractor shall insure that the whole work is fully covered with necessary contractual insurance and bonds.</p>
Staffing	<p>All the key staff to the project as required by the Tender requirements will be available and in case of any change will be replaced by an equally qualified profession. The Consultant shall verify the staffing schedule from time to time.</p> <p>The Client will appoint a Clerk of works who will be approved by the consultants.</p> <p>The consultant will have full representative (Resident Engineer / Architect on site during the whole period of construction who will be responsible on daily work coordination and will cooperate with the Contractor's Site Engineer and all other site staff.</p>
Work duration	<p>The work duration is agreed to span for four months from the day of site possession less mobilization period for construction works and 12 calendar months for Defects liability period.</p>

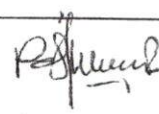

MINUTES FOR THE NEGOTIATION MEETING AT MOHCDGEC – DODOMA

	The contractor has been granted seven (7) days mobilization period from the date of signing the contract. The commencement and completion date will be established during site possession meeting, keeping in mind that, commencement date shall be seven (7) days after mobilization.
Work schedule	The contractor shall submit a detailed work program covering the agreed duration of the work pertaining to timely submission of reviewed drawings by the consultant. Consultant and contractor shall all cooperate and focus on work completion and project delivery within an anticipated time and Quality yet reflect the value for money.
<u>Performance bond</u>	Performance bond shall cover the whole period of work including defect liability.
Tax clearance	The contractor shall submitted tax clearance certificate which shall be confirmed.

4.CLOSING OF THE MEETING:

The meeting was closed at 0342 Hrs and the chairperson concluded for the negotiation to be successfully and thanked all the members for their constructive comments that lead to meet the negotiation conclusion.

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

S/ N	NAME OF FFICER	DESIGNATION	INSTITUTION	REMARK	SIGNATURE	DATE
1	Arch. Paul Korosso	Head of HBE	MOHCDGEC (Employer)	Agreed / Not Agreed.		01/12/2021
2	Rimit Ladwa	Director	Masasi Construction Co. LTD	Agreed / Not Agreed.		01/12/2021

PRICED BILL OF QUANTITIES

ITEM	DESCRIPTION	AMOUNT(TZS)
A	<p>STANDARD PHRASEOLOGY</p> <p>Note:- These Bills of Quantities have been prepared using a standard phraseology and the contractor's attention is drawn to the preambles to sections in these Bills of Quantities</p> <p>QUALIFICATIONS OF THE RULES OF THE SMM</p> <p>Quantities</p> <p>Notwithstanding the provisions of EASMM Clause A6 (c) fractions of a unit less than half, which would cause an entire item to be eliminated have been regarded as whole units.</p> <p>DEFINITIONS/ABBREVIATIONS</p> <p>Definitions</p> <p>Words importing the singular only also include the plural and vice versa where the context requires</p> <p>The term "the works" shall mean the whole of the works envisaged by the contract, including, unless expressly stated otherwise, the works of nominated sub-contractors, nominated suppliers, local authorities and public undertakings whether or not the works of the latter are represented by prime cost sums.</p> <p>The term "instructions", and words derived there from, shall mean written instructions issued by the Architect unless otherwise described.</p> <p>The term "approval" and words derived there from, shall mean written approval issued by the Architect unless otherwise described.</p> <p>The term " Provisional " shall indicate all works that cannot be fully ascertained by measurement at the time of Bills of Quantities preparation and shall be subject to verification of actual quantities.</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	
	<p>DEFINITIONS/ABBREVIATIONS</p> <p>Definitions</p> <p>A The term "manufacturer's recommendations" shall mean all printed or written recommendations or instructions issued by a manufacturer and current at the tender date.</p> <p>B The term "or other equal and approval" shall mean the standard required and that materials or goods of equal written approval of the Project Manager/ Architect.</p> <p>C The terms "approval", approved", "to approval", "as directed" and the like, refer always to approval or directions given by the Architect. Approval will not be valid unless given in writing. When the contractor seek approval for work which cannot proceed without the Project mArchitect's selection or inspection (e.g.) performance tests; work of aesthetic importance) he shall give two weeks notice in order that arrangements approval, such approvals will be limited to the visual appearance of the work involved and are not in any case particularly in relation to the kind and standards of materials, goods and work.</p> <p>Abbreviations</p> <p>D The following abbreviations are used:-</p> <p>E BS British Standard current at tender date</p> <p>F BSCP British Standard Code of Practice current at tender date</p> <p>G SMM East African Standard Method of Measurement of Building Works (with Quantities) First Edition</p> <p>DEFINITIONS/ABBREVIATIONS</p> <p>Abbreviations</p> <p>H mm - Millimetre (s)</p> <p>J m - Meter (s)</p> <p>K m2 - Square metre (s)</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
L	m3 - Cubic metre (s)	
M	Kg Kilogramme (s)	
N	nr Number (s)	
P	Prs - Pairs	
	To Collection	
A	<p>General attendance</p> <p>In addition to the facilities referred to in Smm Clause B19(b) all items of general attendance include arranging with nominated sub-contractors and nominated suppliers as to time for submission of drawings for the Architect's approval, commencement of their work on the site or manufacture and delivery of their goods and materials as appropriate, obtaining from them particulars of holes, mortices, chases, recesses, fixings and the like and supplying them with all dimensions and other information for the proper execution of the works.</p>	
B	The contractor shall be responsible for the procurement and/or preparation of all detailed setting out and shop drawings sufficient to achieve proper co-ordination of the works	
C	As part of his obligations responsible under this contract and the various sub-contracts the contractor will be ultimately responsible for sub-contractor's and nominated suppliers' activities and to ensure that they are aware of the requirements of his programme in so far as work on site and the issue of information is concerned.	
	PRELIMINARY PARTICULARS:	
	Name	
D	The project shall be known as the <i>PROPOSED CONSTRUCTION OF MATERNITY AND PAEDIATRIC BLOCK FOR SIMIYU REGIONAL REFERRAL HOSPITAL AT BARIADI TOWN COUNCIL-SIMIYU REGION</i>	
E	Nature of the works.	
	The works comprise:	

ITEM	DESCRIPTION	AMOUNT(TZS)
	Construction of Maternity and Paediatric Block to meet health standard guideline for regional referral hospital level	
F	Location The works are situated on Bariadi Town Council in Simiyu Region	
G	General description of the works The Project consists of the following works;- 1. Building Works: Maternity and Paediatric Block (G+2)- approximately 4,810 Square metres 2. External works: Soft and Hard landscaping around the building 3. All services associated with the project; Including Electrical Installations, ICT, Air Conditioning, Laboratory Gases, Plumbing Engineering Installations etc.	
	To Collection	
	PRELIMINARY PARTICULARS: (CONTINUED) Size of Building A The gross floor area of the building is approximately 4810 Square metres Time for Completion B The construction period is to be stated in the tender C In this connection the contractor is to submit with his tender a programme showing how he proposes to carry out the work including a method statement and details of plant he intends to employ during the execution of the contract. Bases for Tendering D The Contractor is requested to submit tenders on the bases of the Bid document requirements Employer E The Employer is : THE PERMANENT SECRETARY,	

ITEM	DESCRIPTION	AMOUNT(TZS)
	<p>MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN (MoHCDGEC), UNIVERSITY OF DODOMA, FACULTY OF SOCIAL SCIENCE AND COMMUNITY DEVELOPMENT, BUILDING NO. 1, P.O. BOX 743, 40478 DODOMA, TANZANIA.</p> <p>Architects are:</p> <p>F DEPARTMENT OF ARCHITECTURE ARDHI UNIVERSITY, P.O. BOX 35176, DAR ES SALAAM</p> <p>Quantity Surveyors are:</p> <p>G DEPARTMENT OF BUILDING ECONOMICS ARDHI UNIVERSITY, P.O. BOX 35176, DAR ES SALAAM</p> <p>Structural & Civil Engineers are:</p> <p>H BUREAU FOR INDUSTRIAL COOPERATION UNIVERSITY OF DAR ES SALAAM P. O. BOX 35131, DAR ES SALAAM</p> <p>Electrical and Mechanical Engineers are:</p> <p>J ML ENGINEERING CONSULTANCY LTD P. O. BOX 70267, DAR ES SALAAM</p>	
	To Collection	
	<p>PRELIMINARY PARTICULARS: (CONTINUED)</p> <p>Character of the operations</p> <p>A Before pricing the Bills of Quantities the contractor must satisfy himself in detail as to the character of the operations and in particular in respect of the type of structure to be erected, the design of reinforcement, the nature of temporary works required and where necessary the standard of finish required for exposed concrete surfaces.</p> <p>Visiting of the site</p> <p>B The Contractor will be deemed to have visited the site and to have satisfied himself as to the nature, extent and character of the works, local conditions, accessibility of the works, the supply of and conditions affecting labour and materials and any other matter which may affect his tender.</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
C	<p>Visits to the site shall be by appointment only and tenderer are to contact the Client to make the necessary arrangements.</p> <p>PRELIMINARY PARTICULARS: DRAWINGS AND OTHER DOCUMENTS</p> <p>Tender Documents</p> <p>D The tender documents are as indicated in the Instructions to Tenders</p> <p>The tender is requested to note this as no claim in respect of the discrepancy between the bill specification and tender drawings specification shall be entertained.</p> <p>E The Contractor is required to check the documents and the number of each page if any are missing or duplicated or if any writing or figures are indistinct, to notify at once the Client. No subsequent claim for loss consequently upon the Contractor's failure to comply with this clause will be entertained.</p> <p>F No alteration, addition or qualifying note is to be made by the Contractor in the text of the Bills of Quantities. Should any alteration, addition or note be made such will not be recognized and the text of the Bills as printed will be strictly adhered to</p> <p>G If there is any matter upon which the Contractor requires further information or clarification he is to contact the employer in good time in order that all tenderers may be given such additional information as is available.</p>	
	To Collection	
A	<p>PRELIMINARY PARTICULARS: (CONTINUED)</p> <p>Note:- The Contractor is to submit at the time of delivering his tender, as per the Instructions to Tenders</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
B	No claims arising from any neglect on the part of the Contractor in these matters will be entertained.	
C	The drawings enclosed with the tender documents are for the Contractor's convenience in tendering and are not intended as a substitute for a thorough inspection of the remaining drawings at the Client's offices by appointment as previously described.	
	Contractor's Scrutiny	
D	The Contractor is to compare the drawings including the drawings of sub-contractors, the specification and/or Bills of Quantities before the work is up in hand or materials ordered and he shall report any discrepancies to the Architect in good time.	
E	If the Contractor or any of his sub-contractors (whether nominated or otherwise) has reason to question the application of any details or materials described In the specification and/or Bills of Quantities or shown on the drawings he will inform the Architect two weeks before construction so that she shall be further considered.	
	Pricing of Preliminaries Bill	
F	The Contractor will be required to provide, for purpose of contract administration, a detailed break-down of his pricing of this section of the Bills of Quantities during submission of his tender and this will form basis for the award of contract.	
G	This detailed break-down, which shall be submitted with the priced Bills of Quantities, shall indicate clearly the initial cost and running cost of each item of the preliminaries.	
F	Costs relating to items which are not priced will be deemed to have been included elsewhere in these Bills of Quantities	
	Bills of Quantities	
G	All work included in these Bills of Quantities have been measured accurately except where an item has been described as "provisional" The tenderer is to note that firm quantities will not be subject to adjustment if remeasurement of a bill item will result in less than or equal to plus or minus 1% of the bill quantity.	
H	The term " Provisional " shall indicate all works that cannot be fully ascertained by measurement at the time of Bills of Quantities preparation and shall be subject to verification of actual quantities.	

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	
	CONTRACT: FORM, TYPE AND CONDITIONS CONTRACT: CONTRACTOR'S LIABILITY Risk of injury, injury to person and property and of damage to the works A The contractor must provide for the efficient protection of the general Public and the occupants and users of the surrounding buildings during the progress of the works included in or to be done in connection with this contract and the Contractor shall, for this purpose guard and protect his plant, tools and materials and take all necessary measure in order to prevent mishaps and accidents Insurances B The Contractor is to allow in his tender for effecting insurance under and in accordance with the GCC Clause 13 of the PPRA Conditions of contract C All the foregoing insurances are to be with a reputable, local and an approved insurance company CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER Access to site D The Contractor's attention is directed to the congested and confined area in which the site is situated and he must ascertain from the police and the local authority vehicles and any restricted times or places for unloading, etc. E The Contractor in tendering will be deemed to have taken account of these matters and any additional costs in purchasing materials in small quantities, special deliveries etc. Possession of the site F At commencement of the contract the Contractor will be given possession of the complete site	4,500,000.00

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	4,500,000.00
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</p> <p>Use of Site</p> <p>A The Contractor shall use the site for the execution of the works embraced in the contract including storage of materials and plant necessary in the carrying out of the same. In no way will the Contractor be permitted to use the site for the preparation of and storage of materials for use other than on this Contract.</p> <p>Schedule of Condition</p> <p>B The Contractor, Prior to commencement of work on site, shall in conjunction with the Project manager /Architect, adjoining owners and relevant authorities prepare and agree a "schedule of Condition" of roads, paths, manholes, drains, etc., which are adjacent to the site. at completion of the works, but prior to formal hand-over, this schedule shall be checked and any work found to be damaged due to the Contractor's building operations shall be made good at the Contractor's expense.</p> <p>C The Contractor shall also, prior to commencement of work on site, prepare and agree with the Architect a grid of existing site levels</p> <p>Limitations of Working Space</p> <p>D The Contractor is to take all reasonable precautions to prevent workmen, including those employed by sub-contractors, from trespassing on adjoining owner's property.</p> <p>Overtime</p> <p>E Where and when it is found necessary to work overtime in order to maintain progress or for other reasons the Architect's sanction in writing must first be obtained and any such sanction will only be granted on the understanding that such overtime will not entail the Employer in any payment thereby additional to the Contract sum unless the Architect shall otherwise direct.</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
F	In cases where the Project Manager/Architect shall direct that the Contractor is to be paid the additional cost of overtime working which he may have sanctioned in writing, the additional cost concerned shall be limited to the net cost of overtime working payable to the operatives involved, plus an addition for overheads but subject to no other addition of any kind as the Architect may consider for this purpose:-	
G	(1) "Additional cost" shall mean the "non-productive element" of payments made to workpeople in accordance with the working rules of the relevant wage -fixing body for overtime working in excess of that allowed for by the contractor in the calculation of the contract sum; and	
	To Collection	
A	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>(2) "Overhead" shall mean additional direct costs necessarily incurred by the contractor as a direct result of such additional temporary lighting, extend hours for canteen facilities, direct supervision and the like but shall exclude head or regional office costs or charges</p> <p>In this connection the Contractor will be deemed to have made allowance in his tender for any overtime he considers necessary to complete the works by the agreed date</p> <p>Use of Materials Found on Site</p> <p>The use of materials found on site shall be prohibited except for those specifically described as to be re-used and excavated material, which are suitable may be used for making up levels, etc. Should the Contractor discover materials on site he feels can be re-used as filling media he must obtain the Architect's written approval to their use prior to proceeding with incorporating them in the works.</p> <p>Disposal of Materials</p> <p>Unless otherwise described all materials found on site shall be removed from site to a pit provided by the Contractor</p> <p>Hoardings</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
E	The Contractor is to construct and maintain, a strong temporary fence made from new 30 gauge galvanised corrugated iron sheets fixed on new size 50 x 100mm softwood timbers as necessary during the execution of the works and remove after practical completion of the works.	7,000,000.00
F	The Contractor is to provide all necessary additional access doors and gates complete with proper locks and fastenings and maintain, alter and adapt as necessary during the carrying out of the works.	
	Temporary Name Boards	
G	The Contractor is to erect a sign board indicating the name of the registered project and the names of the various firms and persons engaged on the works. The dimensions, design and construction of the same are to be to the satisfaction of the Architect	5,000,000.00
H	Allow for the associated cost for the registration of the project registration of all firms engaged in the projects.	10,000,000.00
	To Collection	22,000,000.00
	CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)	
	Employer's Notice Boards	
A	During the course of the contract the Employer or his agents reserve the right to instruct the Contractor to erect, "To Let", and other Marketing or Directional boards in suitable positions on the building and the contractor must allow for in his tender.	
B	These boards are not to be obstructed or removed by the Contractor without the consent of the Employer or his Agent. When removed with authority, they are to be carefully stored until handed over.	
C	The Contractor will be responsible for any damage or loss in respect of these boards from the time they are erected on the site until they are handed over to the Employer or to his agents	
	Advertising Rights	

ITEM	DESCRIPTION	AMOUNT(TZS)
E	All rights in advertising in connection with this contract are strictly reserved to the Employer and the Contactor is expressly forbidden to advertise or to permit to be advertised.	
F	No information concerning this contract may be released to the press or to any other party or person without the prior consent of the Employer to whom the proposed press hand-out or other information shall be submitted in each case for approval	
	Maintenance of Existing Services	
E	The Contractor is to take all reasonable measures to ascertain the location of all existing services including liaising with local authorities, public undertakings, the Employer's representative and any other persons having knowledge of the site to avoid damage to any existing services	
G	The Contractor shall be responsible for protecting, upholding and maintaining all existing services during progress of the works and for giving all necessary notices to the statutory authorities and he is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith	
	To Collection	
	CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED) Order of Execution and Completion of the Works	

ITEM	DESCRIPTION	AMOUNT(TZS)
A	The Contractor will be required prior to commencement of the works to prepare a fully detailed programme and progress chart covering the whole of the work. The draft chart is to be submitted to the Architect for comment and after revision, one copy is to be kept on the site and four copies supplied for the use of the Architect and other consultants. On this chart the contractor is to indicate the latest dates for receipt of information from the design team in connection with both the general work and work to be executed by nominated sub-contractors and suppliers. At any time during the progress of the works the Contractor shall allow at least seven days for receipt of information or clarification of queries. Such days shall exclude Saturdays, Sundays and Public Holidays.Refer to the relevant special condition of contract of the contract.	
B	Progress of work executed on site shall be indicated weekly on the Contractor's copy of the chart and this information will be available for transfer by the Architect's representative to other copies of the chart	
C	When for any reason the contract falls substantially behind programme or the sequence of the operations is materially altered the Contractor shall, if so requested by the Project Manager/Architect, prepare a revised programme in the manner described above taking into account the current situation.	
D	<p>Temporary Accommodation and Facilities for Use of the Clerk of Works & Contractor</p> <p>Contractor shall provide temporary accommodation and facilities for use by the Clerk of works to the following standards:-</p> <ol style="list-style-type: none"> 1. Workable Floor spaces: 10-12 square metres minimum 2. Furniture: Tables, Six chairs and One lockup desks. 3. Equipment: Work-top plan chestand filling cabinets 4. new desktop computer; core i3 and new printer A3 5. Lighting 6. Protective clothing and water dispenser/hot water kettle and associated cutleries <p>B In addition the Contractor shall provide for the said office all necessary electric light, daily cleaning and proper attendance and take down and clear away on completion or when no longer required and make good all work disturbed.</p> <p>C The Contractor is also to provide office for the sole use of the Engineer or his representative, for the duration of the contract, a modern theodolite, level and staff in good condition and proper working order.</p> <p>D The Contractor shall also provide the full time services of a competent foreman to act under the directions of the Engineer or his representative. Protective clothing and boots for the sole use of the Engineer and visiting staff shall also be made available</p>	6,500,000.00

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	6,500,000.00
	CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)	
A	The Contractor shall be responsible for cleaning, maintaining and protecting such instruments and clothing as may be necessary during the carrying out of the contract	
B	The Contractor shall also provide accommodation either as part of his general site establishment or a separate accommodation space for holding site meetings chaired by the Architect generally or by the Contractor in respect of co-ordination meetings with sub-contractors. Such accommodation is to be sufficient to accommodate Contractor's organisation and sub-contractors as required.	
	Setting out of Works and Tolerances	
C	The Contractor shall survey the reinforced concrete structure floor by floor immediately after the completion of each section of the work. The survey (to be given to the Project Manager/Architect without delay before superincumbent work is constructed) shall record on a drawing the position, levels, dimensions and alignments of all parts of the structure and shall show clearly any divergence from the specified tolerances	
	Adjoining Owners Property and Land	
D	The Contractor is to make his own arrangements with adjoining owners regarding access to their premises where this is convenient or necessary for executing the works	
E	Except as provided in the Contract conditions, the Contractor shall be held responsible for any damage to third party premises resulting from the works and shall make good such damage at his own expense to the reasonable satisfaction of the Architect and the owners or occupiers thereof or their authorized representatives	
	Materials and Workmanship	
F	The whole of the materials and workmanship are to be as described in these Bills of Quantities, the best of their respective kinds and all articles and materials unless otherwise described are to be of a standard or quality not less than those contained in the latest relevant standard.	
F	Standards of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the works	

ITEM	DESCRIPTION	AMOUNT(TZS)
G	Standard of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the Works	
	To Collection	
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>Materials and Workmanship (Continued)</p> <p>A Samples of materials as may be required shall be furnished to the Project Manager/Architect by the Contractor without delay. The samples approved will be retained by the Project Manager/Architect who will be at liberty to reject all materials and workmanship not corresponding with the approved sample. All samples not forming part of the finished works shall be removed on completion of the works or when no longer required.</p> <p>B The Contractor will forthwith remove all materials and workmanship rejected by the Project Manager/Architect in writing within such time as may be specified and replace them with others of such better quality as shall be satisfactory to the Architect and shall be approved by him</p> <p>C In case the Contractor shall neglect or refuse to comply with the foregoing conditions, the Project manager/Architect or his representative may on behalf of the Employer remove such materials and workmanship or any part thereof and replace the same with such other materials and workmanship as shall be satisfactory to him</p> <p>D The Employer will deduct all expenses thereby incurred or for which the Employer may be liable, from the amount of any money which may be or become due to the Contractor or may recover the same by action at law or otherwise from the Contractor as the Employer may determine</p> <p>E All crates, packing cases and casings of all kinds containing goods delivered to the site and included in this contract, including goods supplied by nominated suppliers are, where required to be returned, shall be carefully preserved and properly nailed down and the contractor is to allow in his prices for re-addressing and returning them to the senders. He will be responsible for any loss or damage claimed</p> <p>Testing materials</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
F	The Contractor is to provide all samples of materials for testing and is to allow for delivery to the nominated testing authority	
G	If the results of any tests are unsatisfactory the cost of the testing and any resulting reconstruction which may be ordered by the Architect is to be borne by the Contractor	
H	Note:- A provisional sum for laboratory charges for testing materials has been included in the "Provisional and Prime Cost Sums" section of these Bills of Quantities	
	To Collection	
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>Temporary Works</p> <p>A In certain cases described herein, the contractor's proposals for temporary works may be required to be submitted to the Architect or Structural Engineer for prior approval</p> <p>B Such approval, where given, will relate only to the general principles and methods proposed and in every case of the Contractor shall remain entirely responsible for the detailed design and adequacy of all temporary works required for completion of the Contract</p> <p>C Where a suggested method of effecting temporary works has been described in the Bills of Quantities, and/or is indicated on the drawings, the Contractor may adopt some alternative method subject to the prior approval of the Architect or Engineer as described above, but in any case the Contractor will be held entirely responsible for the detailed design and adequacy of whatever method he adopts</p> <p>Site Meetings</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
D	<p>The Contractor shall attend all site meetings arranged by the Architect as per schedule. The purpose of these meetings, to be held under the administration of the Architect is to review progress and clarify any matters arising to maintain the regular progress of the works</p>	5,000,000.00
E	<p>At each site meeting the Contractor shall present a written report which clearly notes the progress planned and actually achieved since the last site meeting, outstanding information required and weather reports for the period since the last site meeting stating the effects, if any, on progress of the works</p>	
	<p>Co-ordination Meetings</p>	
F	<p>The Contractor shall be responsible for holding co-ordination meetings with all sub-contractors engaged on this project</p>	
G	<p>The purpose of the co-ordination meetings, to be held under the administration of the Main Contractor, is to clarify matters etc., and to arrange with other trades routes of services and position of equipment and to ensure that all services are installed in the correct sequence.</p>	
	<p style="text-align: center;">To Collection</p>	5,000,000.00
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>A Sureties</p> <p>B The Contractor will be required to guarantee with one surety being a reputable local bank acceptable to the employer for an amount equal to 10% of the contract sum, for the due and proper observance of the terms and stipulations of the Contract and pay the necessary stamp duties.</p> <p>C The Contractor may alternatively make a cash deposit of 10% of the contract sum with the Employer</p> <p>Certificates</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
D	Payments in respect of fluctuations in prices of materials and rates of wages for contracts allowing price adjustments may be included in certificates; as per the relevant clause in the conditions of contract.	
E	Every application for a certificate by the contractor must be accompanied by a detailed priced statement setting forth the particulars of the works executed to date together with a list of materials on site	
F	Prior to the issue of any certificate pursuant to the GCC Clause 44 of the PPRA Conditions of contract, in which is included the value of materials or goods not incorporated into the works, the contractor shall provide to the Project Manager/Architect and the Quantity Surveyor a description and documentary evidence of the measures employed to ensure that the Contractor has the right to pass ownership of the said materials or goods to the Employer and that no contract of sale for the said materials or goods contains any clause maintaining reservation of title to the supplier or vendor. The contractor is further required to indemnify and will be deemed to have indemnified the Employer against any loss or claim in respect of the said materials for which he has requested payment and the value of which has been included in any party or of a supplier implementing a retention as a result of non-payment	
G	The Contractor's attention is drawn to to the fact that NO provision is made for the certification of the value of materials stored off-site. In the event that the Project Manager/Architect should decide to exercise his discretion in this respect however, it will be necessary for the Contractor first to show that the sub-contract or contract of sale concerned contains the express show/proof	
H	Should this course be adopted, it may become necessary for the Quantity Surveyor to carry out a quantity and documentation check. Unless such payments have been specifically requested in writting by the Employer.	
	To Collection	
	CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED) Price Adjustment/Fluctuations	

ITEM	DESCRIPTION	AMOUNT(TZS)
A	<p>In the event of Tenders being accepted as described herein claims for adjustment of the Contract Sum for labour and materials cost variations in accordance with Clause 49 of the PPRA conditions.</p> <p>Measurement of Variations</p>	
B	<p>Measurement of variations will be carried out by the Quantity Surveyor who will give to the contractor an opportunity of being present. Completed measurements will be handed to the Contractor periodically for his check and queries, and sections of priced variation will similarly be handed to him at a later stage</p> <p>Measurement of the Works</p>	
C	<p>Measurement of the works, executed in accordance with drawings and instructions of the Project Manager/Architect/Engineer, will be carried out by the Quantity Surveyor who will give the Contractor an opportunity of being present. Completed measurements will be handed to the contractor periodically for his check and queries and priced sections will similarly be handed to him at a later stage</p>	
D	<p>Upon the request of the Quantity Surveyor the Contractor will furnish him with all invoices, receipts accounts and other vouchers that may be required in connection with the contract</p>	
E	<p>Prior to the issue of a certificate the Contractor shall, if requested, produce for the Quantity Surveyor's inspection all receipted accounts relating to prime cost items and provisional sums and receipts for charges paid by the Contractor</p> <p>Wages Books</p>	
F	<p>The Contractor will keep proper wages books and time sheets showing the wages paid to and time worked by the workpeople in his employ or in connection with the execution of the Contract and such wages books and time sheets will be produced whenever required for verification</p> <p>Labour Returns</p>	
G	<p>The Contractor shall prepare for the Architect a daily distribution return showing the number and description of workpeople employed on the works including those employed by nominated sub-contractors. The returns are to be forwarded at the end of each week to the Architect</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	
	CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)	
	Dayworks	
A	Should it be found that work ordered by the Project Manager/Architect cannot properly be measured according to rules of EASMM and valued at bills of quantities rate, or at rates analogous thereto the contractor may be allowed daywork rates for such work on the instruction by the Architect prior to.	
B	Where the Contractor intends to record authorized variation work on daywork vouchers the Project Manager/Architect is to be informed before such work commences. The daywork sheets in connection therewith must be priced and submitted to the Project Manager/Architect or his authorized representative for verification by not later than the end of the week following that in which the work has been executed dayworks.	
C	For time and materials (except provisional and prime cost sums) the rates will be the standard rates included in Bills of Quantities with the additions for on cost as specified by the Contractor	
D	The individual rates for plant shall be as quoted in the Bills of Quantities	
	Drawings, etc.	
E	The Contractor is to allow for the cost of any copies of drawings, specifications, etc., which he may require in excess of those provided without charge under conditions of contract.	
F	All drawings, tracings, prints and writings, except letters, are to be considered the property of the Architect and they are to be returned to him on completion of the works.	
	Attendance Upon Trades	
G	The Contractor shall provide for attendance on and by all trades as may be required to complete the whole of the works	
	Services Drawings and Testing	
H	At practical completion of the works the contractor is to deposit with the Project Manager/Architect two copies of each of record drawings showing in detail as actually executed drainage, electrical, heating and all other service installations and mains, together with certificates confirming that the installations have been TESTED and conform to the specification and requirements of the statutory authorities concerned	

ITEM	DESCRIPTION	AMOUNT(TZS)
J	The Contractor will be responsible for obtaining from his sub-contractors all relevant drawings and certificates and for obtaining and requisite additional supporting certificates from statutory authorities	
	To Collection	
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>A The Certificate of Practical Completion of the works will not be issued until the contractor has complied with the foregoing requirements.</p> <p>B Note:- The Contractor may obtain copy of negatives of the working drawings from the Architect for the purpose of preparing record drawings</p> <p>Building Maintenance and Job Diary</p> <p>C When required all sub-contractors and suppliers shall provide in duplicate information and operating and maintenance guidance about the materials or goods included within the works and where necessary record drawings for insertion in the relevant parts of the diary and shall be responsible for the accuracy of such information, guidance and drawings</p> <p>Handing Over</p> <p>D Six (6) weeks before any section of the work will be ready for handing over the Contractor shall inform the Project Manager/Architect of the fact in writing</p> <p>WORKS BY NOMINATED SUB-CONTRACTORS</p> <p>Domestic Sub - Contractors</p> <p>E Tenders for specialist services to be executed by domestic sub-contractors for which Bills of Quantities has been included in the document</p> <p>F The Contractor will be responsible for the supervision and administration of all sub-contracts in accordance with the conditions including those applicable to the work of statutory undertakings whether carried out without charge or not and will be responsible for the organization and progression of all such work.</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
G	The Contractor must bear the additional costs to the sub-contract tender which he has been instructed to accept for any revisions to the sub-contractor's agreed programme which he requires for his own convenience	
	Attendance Upon Sub - Contractors	
H	The contractor is to add to all prime cost sums for work to be executed by nominated sub-contractors for general attendance as may be specifically required; he shall also include a profit margin on all nominated subcontractors works.	
J	General attendance on nominated sub-contractors and statutory undertaking engineers shall include for the following:-	
	To Collection	
A	Use of temporary roads, pavings and paths	
B	Use of standing scaffolding, which shall be left in position until no longer required and also altered and adapted to suit the reasonable requirements of the nominated sub-contractors, etc.	
C	Use of hoisting facilities	
D	Use of sanitary accommodation and welfare facilities	
E	Providing office accommodation, lockable store and space for storage of plant and materials. The Contractor will also be required to provide security to properties of all nominated sub contractors including statutory undertakings; should there be any theft due to breakage of said lockable stores, the contractor shall replace at his own cost all articles lost.	
F	Providing light including leads, lamps, fittings, etc.	
G	Providing portable water supplies (clean and safe water for drinking)	
H	Clearing away rubbish	
J	Other attendance on nominated sub-contractors, etc., as defined in the Standard method of measurement of building works has been given where appropriate following each individual prime cost sum	

ITEM	DESCRIPTION	AMOUNT(TZS)
K	<p>Note:- Where electric power is required the Contractor is to allow for providing this supply to all floor levels and to positions convenient to nominated sub-contractors' work and shall include for all necessary leads, fittings, etc., and pay all necessary charges</p> <p>GOODS AND MATERIALS FROM NOMINATED SUPPLIERS</p> <p>Nominated suppliers</p> <p>L</p> <p>All articles to be supplied by nominated suppliers for which prime cost sums are included in these Bills of Quantities and which the contractor has to fix or place in position or hand to sub-contractor for fixing will be delivered to the site unless otherwise described</p> <p>M</p> <p>All goods and fittings delivered to the site are to be received into the charge of the Contractor who must satisfy himself that they are sound, correct and in good order and he will be required to replace at his own cost all articles lost or found to be damaged on completion</p> <p>N</p> <p>The Contractor must bear the additional costs to the supplier's tender which he has been instructed to accept for any revisions to the supplier's agreed programme which he required for his own convenience</p>	
	To Collection	
	<p>GOODS AND MATERIALS FROM NOMINATED SUPPLIERS (CONTINUED)</p> <p>A</p> <p>The Contractor is to add to all prime cost sums for articles to be supplied by nominated suppliers for profit</p> <p>Fixing Only, etc.</p> <p>B</p> <p>The prices for fixing only (or placing in position or handing to sub-contractors) articles supplied by nominated suppliers, or otherwise supplied to the contractor, are to include for receiving the articles unloading, getting in, sorting, hoisting, distributing, assembling and fixing only, etc., as described in the particular item and for casing up and projecting as required.</p> <p>WORKS BY PUBLIC BODIES</p> <p>Statutory Undertaking Engineers</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
C	<p>The Contractor is to note that in statutory undertaking engineers will require access to the building during the progress of the works for the purpose of installing their mains, equipment, etc.</p> <p>Attendance Upon Statutory Undertaking Engineers</p>	
D	<p>The Contractor is to add for profit and general attendance as previously defined under the heading "Attendance upon sub-contractors"</p>	
E	<p>Prime cost sums for work to be executed or charges to be made by local and statutory authorities will in all cases be net and all cash discount for the contractor excluded therefrom</p>	
	<p>WORKS BY OTHERS DIRECTLY ENGAGED BY THE EMPLOYER</p>	
	<p>Reservation of Rights of use of Site by Employer</p>	
F	<p>The Project Manager/ Architect reserves the right of use the site or the building or any portion thereof for the execution of any work or storage of materials not included in this contract which he may decide to be carried out by other persons</p>	
G	<p>The Contractor is to allow all reasonable access and facilities for the execution of such works but is not required to provide any plant or materials except by special arrangement and will hand over sections of the work as and when reasonable to enable such work to proceed.</p>	
H	<p>The Contractor is to afford facilities to the Employer, his Project Manager/Architect and/or any other persons authorised by them in or upon the building and site so that this work may proceed simultaneously with the progress of the contract.</p>	
J	<p>The provisions of this clause do not relieve the Contractor of any of his obligations under the contract</p>	
	<p>To Collection</p>	
	<p>WORKS BY OTHERS DIRECTLY ENGAGED BY THE EMPLOYER (CONTINUED)</p> <p>Tradesmen, etc., Directly Engaged by the Employer or his Tenants</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
A	<p>The Contractor is to allow access for and permit the execution of work not forming part of this contract to be carried out by contractors, tradesmen or others directly engaged by the Employer or his tenants. Specific attendance upon, or builder's work in connection with such person will not be paid for as an addition to the contract sum unless specifically authorized by the Architect</p> <p>GENERAL FACILITIES AND OBLIGATIONS IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</p> <p>Plant, Tools and Vehicles</p>	
B	<p>Notwithstanding any specific provisions measured in these Bills of Quantities in accordance with the EASMM the Contractor shall provide and maintain during the carrying out of the work and remove on completion all necessary plant, tools, vehicles, etc., for the use of all trades and sub-contractors engaged upon the works</p> <p>Scaffolding</p>	20,000,000.00
C	<p>The Contractor shall provide, erect, maintain, alter and adapt as necessary and dismantle when no longer required and remove on completion all necessary scaffolding or staging, including boards, for the whole of the works including works to be carried out by nominated sub-contractors</p>	10,000,000.00
D	<p>Such scaffolding and staging shall include independent, suspended putlog or mobile scaffolds, hoist or ladder towers, access platforms, gantries, safety rails and barriers, bricklayers, birdcage, hop-up or other scaffolding, staging or the like or any other temporary means of access either internal or external</p>	
E	<p>The Contractor's attention is drawn to the clause entitled "Attendance upon sub-contractors" where general attendance is to be provided for nominated sub-contractors and statutory undertaking engineers so far as the use of standing scaffolding is described</p>	
F	<p>If the contractor uses steel scaffolding, this will be painted or galvanized and kept free from rust. If any marks or damage are caused by rust from the scaffolding, the Contractor will be responsible for executing at his own expense all necessary remedial measures required by the Project Manager/Architect</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
	To Collection	30,000,000.00
	IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR (CONTINUED)	
	Site Administration and Security	
A	The Contractor shall provide an adequate resident site staff including resident engineers, agent, general and sectional foremen, site surveyors, etc., and a sufficient number of men for the proper, complete and expeditious execution of the works and supply and cartage, workmanship and materials which, although not specifically mentioned, may be nevertheless incidentally necessary for the proper completion of the work described herein	5,000,000.00
B	The Contractor will be responsible for keeping all persons under his control including men employed by sub-contractors and all unauthorized persons within bounds and will be responsible for the safety of all new and existing buildings, materials, plant, etc., and for all damage to premises and property, roads, footways, fences and gates by workmen, lorries or from any other cause whatsoever	
C	The Contractor is to give the Project Manager/Architect ten days notice in writing prior to executing any work affecting adjoining properties or utility services	
D	No cutting through walls or floors is to be done other than as indicated by the drawings, without the sanction of the Project Manager/Architect and the Contractor will be held responsible for all damage arising through carelessness in this respect	
E	The contractor will be held responsible for all damage to the property of the public utility service authorities and for the making good of or paying for all damage thereto	
F	The Contractor shall provide all watching, and lighting on the site of the works necessary for the carrying out of the works	
	Protection of the works from inclement weather	
G	The Contractor shall protect the Works as necessary against damage or the harmful effects of weather conditions	
	Water for the works	
H	The Contractor shall provide water for the whole of the works including that required by sub-contractor together with all necessary temporary connections, plumbing, storage tools, fittings, etc., give notice to the local water supply authority, pay all charges and clear away on completion and make good.	3,000,000.00
	Lighting and power for the works	

ITEM	DESCRIPTION	AMOUNT(TZS)
J	The Contractor shall provide all necessary and adequate temporary lighting and power including all necessary leads, lamps and fittings, etc., and pay all charges for electric current or other fuel consumed	3,000,000.00
	To Collection	11,000,000.00
	Temporary roads, hardstandings and similar items	
A	The Contractor shall provide all necessary temporary roads, paths, gangways, hardstandings, crossings, etc., into, on and around the site of the works for lorries, carts, barrows, etc., Including all necessary excavation or making up levels to ramps, etc., both for his own use and for the use of all sub-contractors and for the delivery of materials, etc., and for the proper execution of works	
	Traffic regulations	
B	The Contractor shall comply with all police regulations relative to movement of vehicles, standing vehicles, restrictions as to parking and the like	
	Safety, Health and Welfare of Workpeople	
C	The Contractor shall provide such welfare and safety measures and amenities required by the nature and situation of the works up to a suitable standard	5,000,000.00
D	In addition the Contractor shall ascertain and comply with the requirements of all local and statutory Authorities in particular the Contractors Registration Board bylaw in respect of safety precautions taken during construction having regard to building to be erected.	
	Disbursements Arising from the Employment of Workpeople	
E	The Contractor shall comply with the requirements of any national or local trade agreements operating in the area in which the work is to be carried out	
F	The Contractor, through his labour relations officer, will be expected to take all necessary steps to avoid disputes in collaboration with recognized trades union officials, and in this connection will be expected to provide welfare facilities to standards not less than those prescribed by the statutory regulations	
	Maintenance of Public Highways	

ITEM	DESCRIPTION	AMOUNT(TZS)
G	The Contractor shall clear all deposits of mud or clay from the public highways as they arise should such deposits be attributable to the vehicles of the contractor and any supplier or sub-contractor under the contract	
	Removal of rubbish, protective casings and coverings and cleaning the works on completion	
H	The Contractor shall remove all rubbish, debris and surplus material, etc., including that arising from sub-contractors' work, etc., at regular and frequent intervals during the carrying out of the Contract to maintain a clean and safe site and on completion clean all floors and pavings, clean all glass on both sides, remove all paint splashes, clean out all rainwater heads and down pipes, drains, gullies, manholes, etc., touch up all paintwork and leave the whole of the works in a clean and perfect condition ready for immediate occupation and use	5,000,000.00
	To Collection	10,000,000.00
	IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR (CONTINUED)	
	Tape Protection to Windows, Entrance Screens and Doors	
A	The windows, entrance screens and doors will be supplied with tape protection and the sub-contractor will strip off tape and clean down	
B	The Contractor should allow for any additional protection he may deem necessary and also arrange with the sub-contractor a programme for stripping and cleaning down.	
	Drying the Works	
C	The Contractor will be responsible for and is to allow controlling the humidity of the building immediately before handing over and at all other times (including holiday periods) as may be necessary to facilitate the progress and completion of the works, including the work of sub-contractors, as described in the clauses hereafter.	
	Temporary Fencing, Hoardings, Screens, Fans, Planked Footways, Guard Rails, Gantries and Similar items	

ITEM	DESCRIPTION	AMOUNT(TZS)
D	The Contractor shall provide and erect all necessary hoardings, fences, fans, screens, strutting, shoring, gantries, footways, etc., temporary or otherwise for or in consequence of any of the works or for the protection and security of all persons and property whatsoever and take down and clear away on completion or when no longer required and make good all work disturbed	
E	The Contractor shall provide all temporary lighting and obtain all licences and consents, pay all deposits legally demandable, maintain, alter and adapt as necessary and comply with the requirements of the local and other authorities in respect of all the hoardings, fences, fences, screens, strutting, shoring, gantries, footways, etc., previously described as necessary during the carrying out of the works	
F	Note:- Any fees or charges (not deposits) payable in connection with the foregoing items of hoardings, fences, fans, screens, strutting, shoring, gantries, footways, etc., should be allowed for this purpose	
	To Collection	
A	IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR (CONTINUED)	
	Control of Noise, Pollution and all Other Statutory Obligations	
	<p>The and surrounding buildings will be in occupation during the course of this contract and the Contractor is to allow in his prices and programming for carrying out the work so as to cause the minimum disturbance to the occupants and the exercise of all due precautions and for complying with all reasonable instructions from the Project Manager/Architect to achieve this</p> <p>The Contractor shall make every endeavour to reduce construction noise to the minimum. All power tools shall have efficient silencing jackets</p>	

ITEM	DESCRIPTION	AMOUNT(TZS)
C	The Contractor shall take all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the works	
D	The Contractor shall take all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes	
E	The contractor is to comply with all statutory enactments and obligations not previously defined arising out of or as a direct consequence of the execution of the works	
F	No claim will be admitted by reason of the Contractor having failed to comply with all or any of the foregoing conditions	
	To Collection	
	COLLECTION	
	1/1	-
	1/2	-
	1/3	-
	1/4	-
	1/5	-
	1/6	-
	1/7	4,500,000.00
	1/8	-
	1/9	22,000,000.00
	1/10	-
	1/11	6,500,000.00
	1/12	-
	To Collection	33,000,000.00
	1/13	
	1/14	5,000,000.00
	1/15	

ITEM	DESCRIPTION	AMOUNT(TZS)
	1/16	
	1/17	
	1/18	
	1/19	
	1/20	
	1/21	30,000,000.00
	1/22	11,000,000.00
	1/23	10,000,000.00
	1/24	
	1/25	
	1/26	33,000,000.00
BILL NR I - PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT CARRIED TO GENERAL SUMMARY		89,000,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR. 01 - SITE PREPARATION				
	The Building site				
A	Carefully cover and protect adjacent buildings during and after construction as directed by Architect and Structural Engineer.	1	Item		500,000.00
	Tree				
B	Cutting down trees; over 300mm but n.e 600mm girth, grubbing up roots and remove debris from the site.	1	nr		500,000.00

TO SUMMARY OF BILL NR. TWO	TZS	1,000,000.00
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 1: SUBSTRUCTURE				
	(PROVISIONAL)				
	<u>EXCAVATION AND EARTHWORK</u>				
	<u>SITE PREPARATION</u>				
	<u>Site Clearance</u>				
	Cutting grasses, Scrubs, trees or the like				
A	Excavating average 150mm deep; Clear site of demolished material and removal 40Km from the site	2260	m2	5,250.00	11,865,000.00
	<u>Excavating</u>				-
	Excavate; commencing at stripped level;				-
	foundation trenches				-
B	not exceeding 1.50m deep	603	m³	7,500.00	4,522,500.00
C	Excavate pit for column base; commencing at stripped level				-
D	not exceeding 1.50m deep	856	m³	7,500.00	6,420,000.00
E	over 1.5m not exceeding 3.0m deep	172	m³	10,000.00	1,720,000.00
	Extra over all kinds of excavations irrespective of depth for				-
F	breaking up rocks (Provisional)	206	m³	20,000.00	4,112,000.00
	<u>Disposal</u>				-
	Excavated material				-
G	backfilling; well rammed and consolidated; around foundation maximum 250mm thick; with selected or imported materials	1023	m³	6,000.00	6,135,570.00
	Surplus excavated material				-

G	Ditto at a rate of 8 liters per linear metre, backfilling to one side of foundation wall	198	m	5,000.00	990,000.00
	CONCRETE WORK				-
	INSITU CONCRETE; PLAIN				-
	Grade "10"; 19mm aggregate; granite or equal and approved				-
H	50mm Blinding	585	m ²	13,000.00	7,605,000.00
J	35mm Blinding	1512	m ²	12,000.00	18,144,000.00
	INSITU CONCRETE; REINFORCED				-
	Grade 30; 19mm aggregate; granite or equal and approved; vibrated				-
K	150mm Bed	1632	m ²	43,500.00	70,992,000.00
L	Thickenssing; average 350 x 200 x 150mm	266	m	5,000.00	1,330,000.00
M	Steps and ramps	10	m ³	290,000.00	2,900,000.00
	TO COLLECTION			TZS	139,295,730.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Grade 25; 19mm aggregate; granite or equal and approved; vibrated				
	(The following Items were designed provisionally shall be adjusted accordingly after Geotech report)				-
A	Foundations	50	m ³	280,000.00	14,000,000.00
B	Column bases	158	m ³	280,000.00	44,240,000.00
C	Ground beams	37	m ³	280,000.00	10,360,000.00
D	Starter Columns	13	m ³	280,000.00	3,640,000.00
	LABOURS ON CONCRETE OF ANY DESCRIPTION				-
	Treating surfaces of unset concrete				-
E	power floating	1632	m ²	2,500.00	4,080,000.00
F	textured ribbed pattern finish	265	m ²	2,000.00	530,000.00
					-

REINFORCEMENT (provisional)					
The following items have been measured provisional)					
<u>Bars; high yield steel; cold worked; B.S. 4466; 460 N/mm²</u>					
Straight or bent					
G	Irrespective of diameter; generally General; 25mm, 20mm, 16mm, 12mm, 10mm, 8mm diameter bars	76,920	Kg	3,000.00	230,760,000.00
<u>Fabric reinforcement; B.S 252; Reference A393;</u>					
<u>Mesh size 200x200mmm; Weight 3.02kgs</u>					
<u>per square metre; 200mm end laps; 200mm side laps</u>					
H	To concrete bed, ramp, step and the like	1632	m ²	14,000.00	22,848,000.00
SAWN FORMWORK TO REINFORCED IN-SITU CONCRETE					
Fair face formwork; generally					
J	Vertical sides of column bases	255	m ²	15,000.00	3,825,000.00
K	Vertical sides of starter columns	176	m ²	15,000.00	2,640,000.00
M	Vertical sides of ground beams	440	m ²	15,000.00	6,600,000.00
N	Vertical sides of foundations	143	m ²	15,000.00	2,145,000.00
TO COLLECTION				TZS	345,668,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Edges of beds and the like over 75mm but not exceeding 150mm high	198	m	2,500.00	495,000.00
B	Vertical risers of steps over 75mm but not exceeding 150mm high	96	m	2,500.00	240,000.00
Sundries associated with insitu works					
Expansion Joints,					

C	12mm thick x 175mm wide construction joint filled with polysulphide sealant.	40	m	10,000.00	400,000.00
	Isolation Joints				-
D	25mm wide, 50mm deep groove, filled with sealant rubber flex.	40	m	15,000.00	600,000.00
E	100mm wide, aluminium cover on expansion joint	40	m	25,000.00	1,000,000.00
	BLOCKWORK				-
	<u>Concrete blocks; B.S. 6073; type A; 7.0N per square millimetre; solid; in cement mortar (1:3)</u>				-
	Walls				-
F	230mm thick	795	m ²	35,000.00	27,825,000.00
	DAMP PROOF COURSES				-
	Damp-proof Courses				-
G	Hessian based bitumen damp proof course to BS 743 type 5A 230mm wide laid horizontally on blockwork	530	m	2,500.00	1,325,000.00
H	1000 Gauge UPVC damp proof membrane laid horizontal with 150mm laps	1512	m ²	1,500.00	2,268,000.00
	INSITU FINISHING				-
	Rendering; 12mm first coat of cement and sand (1:6); 3mm second coat of gypsum powdered skimming; steel trowelled				-
	15mm two coat work; to concrete or blockwork base; generally to				-
J	walls	198	m ²	7,500.00	1,485,000.00
	THREE COATS WEATHER GUARD PAINT				-
	<u>Wood floated rendered surfaces; external</u>				-
	Walls				-
K	over 300mm girth	198	m ²	6,000.00	1,188,000.00
	TO COLLECTION			TZS	36,826,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Page 2/2/1				41,570,070.00
	Page 2/2/2				139,295,730.00
	Page 2/2/3				345,668,000.00
	Page 2/1/4				36,826,000.00
	TO SUMMARY OF BILL NR. TWO			TZS	563,359,800.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 3: FRAMES				
	PROVISIONAL				
	<u>CONCRETE WORK:</u>				
	<u>INSITU CONCRETE; REINFORCED</u>				
	Grade 25; 19mm aggregate; granite or equal and approved; vibrated				
	(The following Items were designed provisionally shall be adjusted accordingly after Geotech report)				
A	Horizontal beams.	237	m³	280,000.00	66,422,160.00
B	Columns	67	m³	280,000.00	18,760,000.00
C	150mm Thick suspended slab	3178	m²	42,500.00	135,065,000.00
D	150mm Thick downstand	5	m²	42,500.00	212,500.00
E	1500 mm girth x 150mm Thick gutter	243	m	63,750.00	15,501,450.00
	<u>REINFORCEMENT (provisional)</u>				-
	The following items have been measured provisional)				-
	<u>Bars: high yield steel; cold worked; B.S. 4466; 460 N/mm²</u>				-
	Straight or bent				-
F	Irrespective of diameter; generally General; 25mm, 20mm, 16mm, 12mm, 10mm, 8mm diameter bars	127361	Kg	3,000.00	382,083,840.00
	SAWN FORMWORK TO REINFORCED IN-SITU CONCRETE				-
	Fair face formwork; generally				-
G	Sides and soffits of horizontal beams.	819	m²	15,000.00	12,290,850.00
H	Vertical sides of columns	932	m²	15,000.00	13,980,000.00
J	Soffits of suspended slab	3178	m²	15,000.00	47,670,000.00
K	Edges of slabs and the like over 75mm but not exceeding 150mm high	514	m	2,500.00	1,285,000.00

L	Vertical and soffit of concrete gutter	438	m ²	15,000.00	6,565,320.00
TO COLLECTION				TZS	699,836,120.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sundries associated with insitu works				
	<u>EXPANSION JOINTS</u>				
A	12mm thick x 175mm wide construction joint filled with polysulphide sealant.	120	m	10,000.00	1,200,000.00
	Isolation Joints				
B	25mm wide, 50mm deep groove, filled with sealant rubber flex.	120	m	15,000.00	1,800,000.00
C	100mm wide, aluminium cover horizontal on expansion joint	120	m	25,000.00	3,000,000.00
D	100mm wide, hardwood cover vertically on expansion joint	32	m	35,000.00	1,134,000.00
TO COLLECTION				TZS	7,134,000.00
	COLLECTION				
	Page 2/3/1				699,836,120.00
	Page 2/3/2				7,134,000.00
TO SUMMARY OF BILL NR. TWO				TZS	706,970,120.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 4 : STAIRS AND RAMPS				
	PROVISIONAL				
	CONCRETE WORK:				
	INSITU CONCRETE; REINFORCED				
	approved;vibrated				
A	Stairs	97	m³	290,000.00	28,057,500.00
B	Beams	3	m³	290,000.00	984,492.00
C	150mm. Landing.	37	m²	43,500.00	1,605,150.00
	REINFORCEMENT (provisional)				
	The following items have been measured provisional)				
	<u>Bars: high yield steel; cold worked; B.S. 4466; 460 N/mm²</u>				
	Straight or bent				
D	Irrespective of diameter; generally General; 25mm, 20mm,16mm,12mm,10mm,8mm diameter bars	15852	Kg	3,000.00	47,555,910.00
	SAWN FORMWORK TO REINFORCED IN-SITU CONCRETE				
	Fair face formwork; generally				
E	Sloping soffits of stairs.	86	m²	20,000.00	1,713,600.00
F	Sides and soffits of beams.	28	m²	20,000.00	555,960.00
G	Soffits of landing.	37	m²	20,000.00	738,000.00
H	Edges of slab 75/150mm high	25	m	3,000.00	73,800.00
J	Edges of slopping soffit	41	m	5,000.00	204,000.00
K	Edges of riser 150mm. wide.	175	m	3,000.00	525,000.00
	BALUSTRADES AND HANDRAILS				
	Polished stainless steel pipe corrossion resistant,heat resistant,high strenght performance to support a continous load of 75 kg/m or a concentrated load of 90 kg to the Architect's approval				
L	75mm dia. Hand rail	41	m	125,000.00	5,100,000.00

M	50mm dia. Balusters	82	m	65,000.00	5,304,000.00
N	35mm dia. Tubular railing	163	m	55,000.00	8,976,000.00
TO COLLECTION				TZS	101,393,412.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUNDRIES				
	Fixing devices				
	Raw bolt expansion bolt ; set in prepared mortice in concrete				
A	12 mm dia. x 100 mm rawlbolt or similar	245	nr	2,500.00	612,000.00
	Stainless steel cap cover to balusters 10mm stainless steel bolt and nut balusters anchored to concrete				
B	10mm x 75mm Diameter	82	nr	5,000.00	408,000.00
	Stainless steel clips hold tubular rails with balusters				
C	10mm x 75mm Diameter	82	nr	5,000.00	408,000.00
	(The following below items in Ramp)				
	CONCRETE WORK				
	IN-SITU CONCRETE; REINFORCED				
	Normal; mix Grade 25 at 28 days - 19mm aggregate vibrated				
D	Beams; horizontal	12	m3	290,000.00	3,441,720.00
	Suspended slabs ; to slopes, cambers and radii				
E	175 mm thick; sloping ; laid in bays	325	m2	58,500.00	19,012,500.00
	R.C walls				
F	100 mm thick walls	260	m2	29,000.00	7,540,000.00
	REINFORCEMENT				
	(The following items have been measured provisional)				
	Bars; high yield steel; BS 4449 & 4466 ; grade 460N/mm2;deformed				
	Straight or bent				
	Irrespective of diameter; generally General;				
G	20mm,16mm,12mm,10mm,8mm diameter bars	14211	kg	3,000.00	42,634,350.00

J	SAWN FORMWORK TO REINFORCED IN-SITU CONCRETE				-
	Formwork; generally				-
	Formwork; fair faced finish				-
	Soffits ; horizontal				-
	Soffits ; sloping ; exceeding 15 deg from horizontal				-
	suspended slabs ; strutting height approximately 8.00metres ; sloping curving	325	m2	20,000.00	6,500,000.00
TO COLLECTION				TZS	80,556,570.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Sides; vertical or battering				
	beams or the like	35	m2	20,000.00	703,560.00
B	Sides; vertical or battering				-
	R.C walls or the like	260	m2	20,000.00	5,200,000.00
C					-
	Raking cutting	50	m	2,500.00	125,000.00
TO COLLECTION				TZS	6,028,560.00
COLLECTION					
Page 2/4/1					101,393,412.00
Page 2/4/2					80,556,570.00
Page 2/4/3					6,028,560.00
TO SUMMARY OF BILL NR. TWO				TZS	187,978,542.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 5: WALLING				
	<u>PRECAST CONCRETE</u>				
	<u>Normal; class 25/10; vibrated; surface fair finish</u>				
	<u>Decorative Copping</u>				
A	100 x 50mm precast concrete weathered and throated,beveled fair faced on exposed surfaces; hoisting to position; bedded and pointed in cement and sand (1:3) mortar	233	m	25,000.00	5,824,500.00
	<u>Window Cill</u>				-
B	150 x 75mm precast concrete weathered and throated,beveled fair faced on exposed surfaces; hoisting to position; bedded and pointed in cement and sand (1:3) mortar	301	m	30,000.00	9,030,000.00
	<u>BLOCKWORK</u>				-
	<u>Concrete blocks; B.S. 6073; type A; 7.0N per square millimetre; solid; in cement mortar (1:4)</u>				-
	Walls or partitions				-
C	100mm thick	144	m²	28,000.00	4,032,000.00
D	150mm thick	5078	m²	30,000.00	152,340,000.00
E	230mm thick	750	m²	35,000.00	26,250,000.00
	Drywall Partitions				-
	Internal Partitions/Shop Front				-
	Supply and install aluminium framed partition;comprising of 100 x 40 x 1.2mm thick powder coated aluminium profile framing;gypwall DONN classic system or equal and approved non-loading dry walling system; Infill 12mm gypsum board (2500mm high) on both sides and 8mm toughed clear on top (800mm high); complete with glazing nead;silicone and rubber;including proming and two finishing coat of wash n wear/ weather guard paint; in accordance with drawings or as per Architect approval.				-

F	Composite Partition with one number door	36	m ²	175,000.00	6,306,300.00
	TO COLLECTION			TZS	203,782,800.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BALUSTRADES AND HANDRAILS				
	Polished stainless steel pipe corrossion resistant,heat resistant,high strenght performance to support a continous load of 75 kg/m or a concentrated load of 90 kg to the Architect's approval				
A	75mm dia. Hand rail	232	m	110,000.00	25,520,000.00
B	50mm dia. Balusters	1044	m	75,000.00	78,300,000.00
C	35mm dia. Tubular railing	232	m	55,000.00	12,760,000.00
	SUNDRIES				
	Fixing devices				
	Raw bolt expansion bolt ; set in prepared mortice in concrete				
D	12 mm dia. x 100 mm rawl bolt or similar	2320	nr	1,500.00	3,480,000.00
	Stainless steel cap cover to balusters 10mm stainless steel bolt and nut balusters anchoraed to concrete				
E	10mm x 75mm Diameter	1044	nr	5,000.00	5,220,000.00
	Stainless steel clips hold tubular rails with balusters				
F	10mm x 75mm Diameter	2320	nr	5,000.00	11,600,000.00
	TO COLLECTION			TZS	136,880,000.00
	COLLECTION				
	Page 2/5/1				203,782,800.00
	Page 2/5/2				136,880,000.00

	TO SUMMARY OF BILL NR. TWO			TZS 340,662,800.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 6: ROOFING				
	FLAT ROOF				
	<u>WATERPROOF ROOFING MEMBRANE</u>				
	Roof coverings ; laps to manufacturer's instructions ;priminig and bonding to concrete base ; to level, falls and cross-falls or slopes not exceeding 45 degrees from horizontal				
	Gammal water proofing membrane; two layers overlapping on different direction 100mm laps; overall bonding between layers; Laid to cement and sand screed (m/s).				-
A	concrete flat roofs ; generally	899	m²	30,000.00	26,961,000.00
B	Work around pipes	16	nr	10,000.00	160,000.00
	Cement and sand (1:4) with approved water proofing additive, steel trowelled smooth				-
C	40mm (Average) screed to falls, cross falls and slopes not exceeding 15 degrees from horizontal to receive water proofing membrane	678	m²	18,000.00	12,198,600.00
	<u>PROTECTIVE ROOFING PAINT (provisional)</u>				-
	Two coats bituminous aluminium paint				-
D	over 300mm. wide; sloping to roofs	899	m²	5,000.00	4,493,500.00
	<u>Roof drainage.</u>				-
	"Fulbora" cast iron rainwater outlet				-
E	150mm vertical spigot outlet with dome grating, cast in concrete	16	nr	75,000.00	1,200,000.00
F	150mm UPVC iron down water pipe fixed to wall with standard holder bats.	742	m	15,000.00	11,130,000.00
G	Extra; swarn neck.	16	nr	15,000.00	240,000.00
H	Extra; shoe	16	nr	15,000.00	240,000.00

J	Rainwater concrete trough; size as per	16	nr	25,000.00	400,000.00
	TO COLLECTION			TZS	57,023,100.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PITCHED ROOF				
	<u>ROOF COVERING:</u>				
	<u>26 Gauge; Aluzinc; IT5; resincoat roofing sheet lapped to sides and ends as per manufacturer's specifications; fixed to Z- purlins (m/s).</u>				
A	Roof covering sloping not exceeding 45 degrees from horizontal	1937	m²	42,000.00	81,354,000.00
B	Ridge/Valley capping ; 1500mm girth.	284	m	25,000.00	7,102,500.00
	ROOF STRUCTURE (PROVISIONAL)				
	Mild steel Structural work				
	<u>Site welded and connected; including hoisting to position;one primer and three full coats of oil base paints as specified by structural engineer</u>				
	<u>Angles</u>				
C	Rafter and Bottom chord ; 100x75x13Kg/m	17391	Kg	6,000.00	104,346,000.00
D	Strut ; 75 x 50 x 5.65 Kg/m	8933	Kg	6,000.00	53,595,000.00
E	Z- purlins 152.4 x 50.8 x 20mm	5025	Kg	6,000.00	30,150,000.00
	Mild Steel plate				
F	400 x 200 x 4mm thick	90	nr	30,000.00	2,700,000.00
	Mild steel Bolts				
G	16mm dia 150mm long Anchored Bolt	120	nr	15,000.00	1,800,000.00
H	12mm dia 80mm long Bolt	594	nr	1,500.00	891,000.00

	TO COLLECTION			TZS	281,938,500.00
	COLLECTION				
	Page 2/6/1				57,023,100.00
	Page 2/6/2				281,938,500.00
	TO SUMMARY OF BILL NR. TWO			TZS	338,961,600.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 7: DOORS				
	JOINERY				
	Prime quality Hardwood				
	Panelled Door				
	Mkongo or similar approved hardwood				
	<u>Frames ; to surfaces requiring plugging ; rough grounds</u>				-
A	45 x 145mm Frame with one labor	1605	m	45,000.00	72,225,000.00
	<u>Transome</u>				-
B	45 x 145mm Transome with one labor	227	m	45,000.00	10,215,000.00
	<u>Mullion</u>				-
C	45 x 145mm. rebated ; screwed and pellated	57.6	m	45,000.00	2,592,000.00
	<u>Architraves; mould</u>				-
D	50 x 19mm	1605	m	10,000.00	16,050,000.00
	<u>Glazing beads; mould</u>				-
E	20 x 20mm	949	m	6,000.00	5,694,000.00
	<u>Sawn hardwood, third grade.</u>				-
F	70x20mm Grounds, plugged.	1605	m	7,500.00	12,037,500.00
	<u>Doors; solid hardwood ; fixing</u>				-
G	Panelled door;120x45mm stiles, top and middle rail;180x45mm bottom rail; two number 20mm thick panel with different size; 45mm x 910 x 2100mm overall	2	nr	650,000.00	1,300,000.00
H	Panelled door;120x45mm stiles, top and middle rails;180x45mm bottom rail; two number 20mm thick panel with different size; 45mm x 810 x 2100mm overall	88	nr	640,000.00	56,320,000.00
H	Panelled door;120x45mm stiles, top and middle rails;180x45mm bottom rail; two number 20mm thick panel with different size; 45mm x 710 x 2100mm overall	100	nr	625,000.00	62,500,000.00

H	Panelled door;120x45mm stiles, top and middle rails;180x45mm bottom rail; two number 20mm thick panel with different size; 45mm x 700 x 2100mm overall	40	nr	625,000.00	25,000,000.00
H	Panelled door;120x45mm stiles, top and middle rails;180x45mm bottom rail; two number 20mm thick panel with different size; 45mm x 600 x 2100mm overall	42	nr	625,000.00	26,250,000.00
	TO COLLECTION			TZS	290,183,500.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Duct Door				
	Composite Unit complete wth frame and all necessary fittings				
A	Overall size 700mm x 2100mm door opening, comprising frame with 25x50mm top, intermediate and bottom rail; single louvre panels fixed with screws and finished on both sides with polyurethane matt polished	12	nr	450,000.00	5,400,000.00
	Fire door				-
	<u>Composite unit</u>				-
B	Supply and fix FIRE DOOR; Polyguard Wired fire glass 120minutes rating; complete with frame and ironmongery;signage S-FD-760-DSS; "ex ASSA ABLOY" or other approved manufacturer; 1100x2100mm overall size	2	nr	3,500,000.00	7,000,000.00
	GLAZING				-
	6mm Thick O.Q polished clear sheet glass glazed with hardwood beads (m.s.)				-
C	Panes over 0.10 not exceed 0.50 square meters	259	m²	45,000.00	11,655,000.00
	IRONMONGERY				-
	Supply and fix the following ironmongery to aluminium or timber with suitable screws provided by the supplier				-
	UNION or equal and approved manufacturer;				-
D	127x89x3mm Ball bearing butt hinges Code: X8205-BB-3 ; satin stainless steel Grade 304	408	prs	12,000.00	4,896,000.00
E	Double Euro Profile Cylinder with key operation on both sides (to suit a 40 mm thick door); Cat: 916.59.008 ; nickel plated matt finish	272	nr	85,000.00	23,120,000.00

F	135 x 61 mm Reflex lever handles with 19mm spindle;satin stainless steel; Code 1000RRS20	272	prs	45,000.00	12,240,000.00
G	Medium duty with blackcheck overhead door closer ;satin stainless steel finish; Code: N8824BC	272	nr	125,000.00	34,000,000.00
H	45x24mm Floor mounted door stop; DS 100, grade 316 steel; complete with black rubber buffer; satin stainless steel finish	272	nr	8,500.00	2,312,000.00
J	152 x 152 x 3 mm Quadrant shaped back plate for use with pull handle; Satin stainless steel finish	272	nr	25,000.00	6,800,000.00
K	75mm diameter 'MALE' door signage; grade 316 steel;Satin stainless steel finish; Ref. FS200	12	nr	25,000.00	300,000.00
TO COLLECTION				TZS	107,723,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	75mm diameter 'FEMALE' door signage; grade 316 steel;Satin stainless steel finish; Ref. FS200	12	nr	25,000.00	300,000.00
B	75mm diameter 'DISABLED' door signage; grade 316 steel;Satin stainless steel finish; Ref. FS200	6	nr	25,000.00	150,000.00
ALUMINIUM DOORS (COMPOSITE UNITS)					-
<u>Supply and install aluminium hinged doors with top glass fix vent: comprising of 100 x 40 x 1.2mm thick powder coated aluminium profile framing;ex-UAE;Infill 8mm thick frosted glass (acid etched glass);complete with heavy duty hinges,door closer,door stopper,locks,pull and push handles;asembling :fix to grounds sealing all arounds with approved non-hardening weather silicone;removing protective tape;in accodance with drawings or as per Architect approval.</u>					-
C	Overall size 700 x 2100mm high;	141	nr	425,000.00	59,925,000.00
<u>Supply and install aluminium hinged doors with top glass fix vent: comprising of 100 x 40 x 1.2mm thick powder coated aluminium profile framing;ex-UAE;Infill 8mm thick toughed bronze glass;complete with heavy duty hinges,door closer,door stopper,locks,pull and push handles;asembling :fix to grounds sealing all arounds with approved non-hardening weather silicone;removing protective tape;in accodance with drawings or as per Architect approval.(Shop front doors)</u>					-

D	Overall size 900 x 2700mm high;	2	nr	450,000.00	900,000.00
E	Overall size 1500 x 2700mm high; double door	1	nr	750,000.00	750,000.00
	TO COLLECTION			TZS	62,025,000.00
	COLLECTION				
	Page 2/7/1				290,183,500.00
	Page 2/7/2				107,723,000.00
	Page 2/7/3				62,025,000.00
	TO SUMMARY OF BILL NR. TWO			TZS	459,931,500.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 8: WINDOWS				
	Metalwork				
	<u>COMPOSITE UNITS</u>				
	<u>Supply and install windows comprising of 100mm series: Powder coated aluminium profile framing: 12mm thick ex-UAE; Infill with toughened glass: 8mm thick bronze or equal and approved ;assesmb ling with stainless steel screws to all joints and fixing to timber/wall ground sealing all around with non-hardening weather silicon complete with mosquito proofing shutters;including glazing bead;EPDM gasket;sliding locks: as per Architect approval.</u>				
	Sliding and fixed panels				
A	Overall size 3500x 2500mm	14	nr	2,495,000.00	34,930,000.00
B	Overall size 3300x 2500mm	8	nr	2,300,000.00	18,400,000.00
C	Overall size 2250x 2050mm	85	nr	1,280,000.00	108,800,000.00
D	Overall size 3000x 800mm	8	nr	685,000.00	5,480,000.00
E	Overall size 1500x 800mm	4	nr	350,000.00	1,400,000.00
F	Overall size 1000x 800mm	4	nr	250,000.00	1,000,000.00
	<u>Metal grilles (PROVISIONAL)</u>				
	Mild steel RHS and flat bars site welded as per Architect's drwgs or approval				
G	Overall size 3500x 2500mm	14	nr	850,000.00	11,900,000.00
H	Overall size 3300x 2500mm	8	nr	800,000.00	6,400,000.00
J	Overall size 2250x 2050mm	85	nr	450,000.00	38,250,000.00
K	Overall size 3000x 800mm	8	nr	250,000.00	2,000,000.00
L	Overall size 1500x 800mm	4	nr	150,000.00	600,000.00
M	Overall size 1000x 800mm	4	nr	100,000.00	400,000.00

	TO SUMMARY OF BILL NR. TWO			TZS 229,560,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR. 09 - FINISHING				
	<u>INTERNALLY</u>				
	<u>INSITU FINISHING</u>				
	<u>Plaster: 12mm first coat of cement and sand (1:6);</u> <u>3mm second coat of gypsum powdered skimming;</u> <u>steel trowelled</u>				
	15mm two coat work; to concrete or block work base; generally to				
A	walls	8830	m ²	8,000.00	70,640,000.00
B	Soffits of ceiling	2628	m ²	8,000.00	21,024,000.00
C	soffits of staircase landings	37	m ²	8,000.00	295,680.00
D	sloping soffits of staircase	86	m ²	8,000.00	688,000.00
E	sloping sides/waist of stairs	47	m ²	8,000.00	374,400.00
F	sloping soffits of ramp	325	m ²	8,000.00	2,600,000.00
G	Soffit and sides of beams	1902	m ²	8,000.00	15,215,200.00
	Self levelling epoxy floor slury				
H	2 mm to Floor and skirting; with and including 20mm thick cement sand screed (1:3), well levelled and compacted	199	m ²	175,000.00	34,825,000.00
	<u>TILE, SLAB OR BLOCK FINISHING</u>				
	<u>Polished porcelain tiles: BS 6431; imported: "Rosa Thanos"</u> <u>coloured; to pattern as per drawings; breaking strength not</u> <u>less than 35N/mm2; bedding and jointing in cement</u> <u>mortar (1:3); grouting joints with approved grout</u>				
	400x 400 x 8mm; joints straight both ways; to cement and sand base; generally to				
J	Floors	4013	m ²	55,000.00	220,715,000.00
K	Landing	37	m ²	55,000.00	2,032,800.00

	TO COLLECTION			TZS	368,410,080.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Unpolished porcelain slab "GPSLM-11": ex RAK 1650x300x20mm rectified half bull nose edge finish. coloured; to pattern as per drawings; bedding and jointing with pest adhesives or cement sand mortar (1:3); grouting joints with approved grout				
	To treads; butt joints; to cement and sand base				
A	300mm wide	175	m	20,000.00	3,500,000.00
	To risers; butt joints; to cement and sand base				
B	150mm high	175	m	10,000.00	1,750,000.00
	Glazed ceramics tiles; imported; ex-RAK: "Crema Rosa" 501 G.L 112 or the like; to pattern as per drawings; bedding and jointing in cement mortar (1:3); grouting joints with approved grout				
	300 x 600x 8mm; joints straight both ways; to cement and sand base; generally to				
C	Walls	2648	m ²	50,000.00	132,400,000.00
	<u>BEDS OR BACKINGS</u>				
	<u>Mortar: cement and sand (1:4)</u>				
D	32mm to floors	4050	m ²	15,000.00	60,749,400.00
E	12mm to walls	2648	m ²	7,000.00	18,536,000.00
	<u>SUSPENDED CEILING</u>				
	Gypsum board finishing:				
F	9mm thick gypsum board ceiling, fixed with approved nails to treated softwood branderings (m/s)	1476	m ²	12,000.00	17,712,000.00
	<u>Softwood; pressure impregnated with preservatives:</u>				
G	50 x 50mm. Branderings.	4723	m	3,500.00	16,531,200.00
H	150 x 50mm. Hangers.	886	m	12,000.00	10,627,200.00
J	gypsum cornice	1586	m	2,500.00	3,965,000.00
	<u>SKIRTING</u>				
	Approved porcelain tiles				

K	20x100mm high; skirting with round edge and coved junction	3513	m	6,000.00	21,078,000.00
TO COLLECTION				TZS	286,848,800.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>EXTERNALLY</u>				
	<u>INSITU FINISHING</u>				
	<u>Rendering: 12mm first coat of cement and sand (1:6); 3mm second coat of gypsum powdered skimming; steel trowelled</u>				
	15mm two coat work; to concrete or block work base; generally to				
A	walls	579	m ²	8,500.00	4,923,091.20
B	ceiling/gutter	280	m ²	8,500.00	2,376,600.00
	<u>TILE, SLAB OR BLOCK FINISHING</u>				
	<u>Terracota tiles; imported; pattern to approval; bedding and jointing in keracoll adhesive materials; grouting joints with keracoll materials to approval; butt joints straight both ways; to cement and sand base to approved colour and texture(Main entrance lobby & security)</u>				
	300 x 300 x 10mm; joints straight both ways; to cement and sand base; generally to				
C	Floors	65	m ²	60,000.00	3,900,000.00
	<u>BEDS OR BACKINGS</u>				
	<u>Mortar; cement and sand (1:4)</u>				
D	30mm to floors	65	m ²	15,000.00	975,000.00
	<u>PEDESTRIAN RAMP FINISH</u>				
	<u>Carroll canyon exposed aggregates finish and sandblast coloured concrete finish; handtooled, 6.25mm joints and 12.5mm stainless steel embeds</u>				
E	generally; pedestrian ramp at main entrance	325	m ²	20,000.00	6,500,000.00

	TO COLLECTION			TZS	18,674,691.20
	COLLECTION				
	Page 2/9/1				368,410,080.00
	Page 2/9/2				286,848,800.00
	Page 2/9/3				18,674,691.20
TO SUMMARY OF BILL NR. THREE				TZS	673,933,571.20

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 10 - PAINTING AND DECORATIONS				
	INTERNAL WORK				
	<u>Prepare and apply two undercoats and two full coats of vinly wash n wear paints as per Architect's approval</u>				-
A	Plastered walls	8830	m²	4,000.00	35,320,000.00
B	Plastered soffits of ceiling	2628	m²	4,000.00	10,512,000.00
C	Plastered soffits of stairs landing	37	m²	4,000.00	147,840.00
D	Plastered sloping soffits of stairs	47	m²	4,000.00	187,200.00
E	Plastered sloping soffits of ramp	325	m²	4,000.00	1,300,000.00
F	Soffit and sides of beams	1902	m²	4,000.00	7,607,600.00
	Prepare and apply prime only back of wood surfaces before fixing				-
G	Frame and the like over 200 not exceeding 300mm girths	3210	m	6,500.00	20,865,000.00
	Prepare and apply three coats of Polyurethane clear varnish				-
H	General wood surfaces	763	m²	15,000.00	11,440,800.00
	Prepare and apply three coats of white emulsion paint				-
J	gypsum board ceiling	1476	m²	4,000.00	5,904,000.00
	EXTERNAL WORK				-
	<u>Prepare and apply two undercoats and two full coats of vinly weather guard paints as per Architect's approval</u>				-

K	To Rendered wall	579	m ²	6,000.00	3,475,123.20
L	To Rendered ceiling	280	m ²	6,000.00	1,677,600.00
	TO SUMMARY OF BILL NR. TWO			TZS	98,437,163.20

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING ELEMENT NR 11: FITTINGS AND FIXTURES (PROVISIONAL) The following in (14nr) high level Pantry cabinet consisting of (5nr) double leaf shutters cabinet overall size 800 x700mm high; single leaf shutters size 400 x 700 mm high (9nr); high level shelves ; as per drawing or as approved by the Architect Prime Quality hardwood - Mkongo 20mm shutters, inclusive of 20 x 50mm top bottom rails and stiles A Overall size 400 x 700mm high 80 nr 75,000.00 6,000,000.00 B 20mm top, divisions; shelves 103 m2 200,000.00 20,500,000.00 Frames and Finishings; Frames and bearers C Size 20 x50mm 39 m 15,000.00 577,500.00 D Ditto, plugged 77 m 15,000.00 1,155,000.00 E Angle piece ; Size 50 x50 mm 32 m 15,000.00 480,000.00 PREPARE AND APPLY TWO COATS POLYURETHANE VARNISH; MATT FINISH ON VENEERED WOOD SURFACES F General surfaces of shelves, divisions ; over 300mm wide 63 m2 15,000.00 945,000.00 Ironmongery G Hinges; 20 nr 9,000.00 180,000.00 H Ball catches 20 nr 5,000.00 100,000.00 J Cupboard door knobs 20 nr 5,000.00 100,000.00 (End High level Pantry Cabinets)				

	TO COLLECTION			TZS	30,037,500.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>The following in 14 nr. low level Pantry cabinet consisting of (9nr)double leaf shutter cabinet overall size 800 x700mm high; single leaf shutter size 400 x 700 mm high (5nr); as per drawing or as approved by the Architect</p> <p>Prime Quality hardwood - Mkongo</p> <p>20mm shutters, inclusive of 20 x50mm top bottom rails and stiles</p>				
A	Overall size 400 x 700mm high	20	nr	75,000.00	1,500,000.00
B	20mm top, divisions; shelves	19	m2	200,000.00	3,800,000.00
	Frames and Finishings;Frames and bearers				-
C	Size 20 x50mm,plugged	16	m	15,000.00	240,000.00
D	Stoppers/bearers;Size 20 x40 mm	77	m	15,000.00	1,155,000.00
	Drawer constituting 25mm hw front and sides 20mm back;10mm bottom				-
E	Overall size 510 x 525 x 150mm deep	64	nr	45,000.00	2,880,000.00
	Union/Yale or other equal approved;Ironmongery;				-
F	Hinges;	28	nr	8,000.00	224,000.00
G	Ball catches	28	nr	5,000.00	140,000.00
H	Cupboard door knobs	20	nr	5,000.00	100,000.00
J	Sliding drawer roller	64	nr	9,000.00	576,000.00
K	Drawer pull handle; anodised silver	64	nr	5,000.00	320,000.00
L	Drawer lock	64	nr	8,000.00	512,000.00
	CONCRETEWORK				-
	<u>Insitu concrete; plain; normal; class 15/25</u>				-

	Plinths				-
M	100mm thick	18	m2	25,000.00	437,500.00
N	8mm unpolished porcelain tiles ; on cement sand screed	18	m2	50,000.00	875,000.00
	<u>Formwork to insitu concrete; formwork generally</u>				-
	Edges of beds or the like				-
P	75 to 150mm wide	46	m	2,500.00	113,750.00
Q	Soffits of suspended slab	10	m2	15,000.00	150,000.00
	TO COLLECTION			TZS	13,023,250.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PREPARE AND APPLY TWO COATS POLYURETHANE VARNISH; MATT FINISH ON VENEERED WOOD SURFACES				-
A	General surfaces of shelves, divisions ; over 300mm wide (End Low Level Pantry Cabinet)	54	m2	15,000.00	802,500.00
	The following in laundry and cleaners store				-
	Insitu concrete; reinforced; normal; class 20 Dhobi Sink;50mm, reinforced with 8mm BRC mesh ; complete with taps; trap; chain waste; plugs;				-
B	Overall size 850 x 500 x 350mm deep	3	nr	15,000.00	45,000.00
C	6 x 350 x 350mm porcelain tile finish to concrete trough	2	m2	50,000.00	100,000.00
	(End Dhobi sink in Pantry)				
	TO COLLECTION			TZS	947,500.00
	COLLECTION				
	Page 2/11/1				30,037,500.00
	Page 2/11/2				13,023,250.00
	Page 2/11/3				947,500.00

	TO SUMMARY OF BILL NR. TWO			TZS	44,008,250.00

SUMMARY OF BILL NUMBER TWO - BUILDING WORKS

ITEM	DESCRIPTION	AMOUNT (TZS)
1	ELEMENT No. 1: SITE PREPARATION	1,000,000.00
2	ELEMENT No. 2: SUBSTRUCTURE	563,359,800.00
3	ELEMENT No. 3: FRAMES	706,970,120.00
4	ELEMENT No. 4: STAIRS	187,978,542.00
5	ELEMENT No. 5: WALLING	340,662,800.00
6	ELEMENT No. 6: ROOF	338,961,600.00
7	ELEMENT No. 7: DOORS	459,931,500.00
8	ELEMENT No. 8: WINDOWS	229,560,000.00
9	ELEMENT No. 9: FINISHES	673,933,571.20
10	ELEMENT No. 10: PAINTING AND DECORATIONS	98,437,163.20
11	ELEMENT No. 11: FITTINGS AND FIXTURES	44,008,250.00
	BILL NR.2: BUILDING WORKS CARRIED TO GENERAL SUMMARY	3,644,803,346.40

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
BILL NUMBER TWO-MAIN BUILDING ELEMENT NR 12: ELECTRICAL AND FIRE DETECTION INSTALLATIONS GROUND FLOOR PLAN Power Distribution.					
A	12 Ways TPN distribution board DBG(A&B) with integral 100A/300mA RCD incomer and final circuit MCBs of 10A SP (8No),20A SP(18No) and 32A SP(9No) as ABB TYPE or APROVED EQUIVALENT.	2	nr	1.2 2,500,000.00	5,000,000.00
B	4C x 25mm ² Cu,PVC/ PVC cable from Main DB to Ground floor distribution board DBGA&B	50	m	60,000.00	3,000,000.00
C	1C x 16mm ² Cu,PVC Green/Yellow earth cable.(DBG-A&B)	50	m	17,000.00	850,000.00
D	100mm diameter heavy gauge PVC Pipe	50	m	10,000.00	500,000.00
Small Power Distribution					
E	25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power outlet points	2,100	m	2,500.00	5,250,000.00
F	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	6,300	m	3,000.00	18,900,000.00
G	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be recessed on walls(flush) and installed at skirting level complete with all necessary fixing	109	m	60,000.00	6,540,000.00
H	2 x 13A raw power switched socket outlet complete with back box as Legrand or approved equivalent	68	nr	30,000.00	2,040,000.00
J	Telecommunication point back box	20	nr	25,000.00	500,000.00
K	Cooker control unit 45A DP switched with neon lamp and integral 13A switch socket outlet flush as Legrand or approved equivalent	1	nr	125,000.00	125,000.00
L	Single core 6 sqmm PVC copper cables from distributions Boards to all Cooker outlet points	10	m	6,000.00	60,000.00

M	Telecommunication Back box	15	nr	5,000.00	75,000.00
N	20A DP switch for A/C and H/D as Legrand or approved equivalent	55	nr	25,000.00	1,375,000.00
TO COLLECTION				TZS	44,215,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Light Fittings				
A	20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting outlet points and fixtures.	4,600	m	4,500.00	20,700,000.00
B	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting outlet points	13,800	m	2,500.00	34,500,000.00
C	LIGHTING TYPE A: Ceiling surface mounted line light with flourescent 2x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPL TYPE or approved equivalent	15	nr	55,000.00	825,000.00
D	LIGHTING TYPE B: Ceiling surface mounted line light with flourescent 1x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPL TYPE or approved equivalent	136	nr	45,000.00	6,120,000.00
E	LIGHTING TYPE C: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC420 23W5700K BY OPPL TYPE or approved equivalent	53	nr	45,000.00	2,385,000.00
F	LIGHT TYPE D: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC350 16W 5700K WHITE BY OPPL TYPE or approved equivalent	40	nr	45,000.00	1,800,000.00
G	LIGHTING TYPE E: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC480 22W 5700K STAR DIAMOND BY OPPL TYPE or approved equivalent	6	nr	50,000.00	300,000.00

H	LIGHTING TYPE F: Jupiter wall light, stainless steel wall light with white polycarbonate diffuser, IP65 rated, recommended for use with max 11W screw GLS BULB, complete with lamp by OPPLER TYPE or approved equivalent.	23	nr	75,000.00	1,725,000.00
J	Single sided Exit light, with 3hrs duration emergency bulkhead for 8W T16(T5), as opple type or approved equivalent	6	nr	250,000.00	1,500,000.00
K	One way 1 gang light switch as Legrand or equivalent	63	nr	10,000.00	630,000.00
L	One way 2 gang light switch as Legrand or equivalent	11	nr	15,000.00	165,000.00
M	Two way 1 gang light switch as Legrand or equivalent	12	nr	10,000.00	120,000.00

TO COLLECTION				TZS	70,770,000.00
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRST FLOOR PLAN					
Power Distribution.					
A	12 Ways TPN distribution board DBF1 A&B with integral 100A/300mA RCD incomer and final circuit MCBs of 10A SP (8No), 20A SP(15No) and 32A SP(10No) as ABB TYPE or APPROVED EQUIVALENT.	2	nr	1.2 2,500,000.00	5,000,000.00
B	4C x 25mm ² Cu,PVC/ PVC cable from Main DB to First floor distribution board DBG	60	m	60,000.00	3,600,000.00
C	1C x 16mm ² Cu,PVC Green/Yellow earth cable.(DB-CIR)	60	m	17,000.00	1,020,000.00
D	100mm diameter heavy gauge PVC Pipe	10	m	10,000.00	100,000.00
Small Power Distribution					
E	25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power outlet points	1,870	m	5,000.00	9,350,000.00
F	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	5,610	m	3,000.00	16,830,000.00
G	Trunking Installations; 3-compartment PVC trunking 170 x 50mm to be recessed on walls(flush) and installed at skirting level complete with all necessary fixing	109	m	60,000.00	6,540,000.00

H	2 X13A raw power switched socket outlet complete with back box as Legrand or approved equivalent	70	nr	60,000.00	4,200,000.00
J	Telecommunication Back box	20	nr	5,000.00	100,000.00
K	20A DP switch for A/C and H/D as Legrand or approved equivalent	58	nr	25,000.00	1,450,000.00
L	Cooker control unit 45A DP switched with neon lamp and integral 13A switch socket outlet flush as Legrand or approved equivalent	1	nr	125,000.00	125,000.00
M	Single core 6 sqmm PVC copper cables from distributions Boards to all Cooker outlet points	20	nr	6,000.00	120,000.00
N	Light Fittings 20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting outlet points and fixtures	4,000	m	4,500.00	18,000,000.00
P	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting outlet points	12,000	m	2,500.00	30,000,000.00
TO COLLECTION				TZS	96,435,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	LIGHTING TYPE A: Ceiling surface mounted line light with flourescent 2x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPLER TYPE or approved equivalent	33	nr	60,000.00	1,980,000.00
B	LIGHTING TYPE B: Ceiling surface mounted line light with flourescent 1x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPLER TYPE or approved equivalent	44	nr	50,000.00	2,200,000.00
C	LIGHTING TYPE C: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC420 23W5700K BY OPPLER TYPE or approved equivalent	87	nr	45,000.00	3,915,000.00

D	LIGHT TYPE D: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC350 16W 5700K WHITE BY OPPLER TYPE or approved equivalent	45	nr	45,000.00	2,025,000.00
E	LIGHT TYPE G: Surface mounted Filament lamps complete with lamp holder with 100W for neonatal room, BY OPPLER TYPE or approved equivalent	20	nr	75,000.00	1,500,000.00
F	Single sided Exit light, with 3hrs duration emergency bulkhead for 8W T16(T5), as opple type or approved equivalent	6	nr	250,000.00	1,500,000.00
G	One way 1 gang light switch as Legrand or equivalent	53	nr	10,000.00	530,000.00
H	One way 2 gang light switch as Legrand or equivalent	13	nr	15,000.00	195,000.00
J	Two way 1 gang light switch as Legrand or equivalent	18	nr	20,000.00	360,000.00
SECOND FLOOR PLAN					-
Power Distribution.					-
K	12 Ways TPN distribution board DBF1 A&B with integral 100A/300mA RCD incomer and final circuit MCBs of 10A SP (8No),20A SP(15No) and 32A SP(10No) as ABB TYPE or APROVED EQUIVALENT.	2	nr	2,500,000.00	5,000,000.00
L	4C x 25mm ² Cu,PVC/ PVC cable from Main DB to First floor distribution board DBF1A&B	66	m	60,000.00	3,960,000.00
M	1C x 16mm ² Cu,PVC Green/Yellow earth cable.(DBF1A&B)	66	m	17,000.00	1,122,000.00
N	100mm diameter heavy gauge PVC Pipe	10	m	10,000.00	100,000.00

TO COLLECTION				TZS	24,387,000.00
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Small Power Distribution					
A	25mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all power outlet points	1,870	m	5,000.00	9,350,000.00
B	Single core 2.5 sqmm PVC copper cables from distribution Boards to all power outlet points	5,610	m	3,000.00	16,830,000.00

C	Trunking Installations;3-compartment PVC trunking 170 x 50mm to be recessed on walls(flush) and installed at skirting level complete with all necessary fixing	109	m	60,000.00	6,540,000.00
D	2 X13A raw power switched socket outlet complete with back box as Legrand or approved equivalent	70	nr	30,000.00	2,100,000.00
E	Telecommunication Back box	20	nr	5,000.00	100,000.00
F	20A DP switch for A/C and H/D as Legrand or approved equivalent	58	nr	25,000.00	1,450,000.00
G	Cooker control unit 45A DP switched with neon lamp and integral 13A switch socket outlet flush as Legrand or approved equivalent	1	nr	125,000.00	125,000.00
H	Single core 6 sqmm PVC copper cables from distributions Boards to all Cooker outlet points	20	m	6,000.00	120,000.00
	Light Fittings				
J	20mm diameter heavy gauge PVC conduits concealed underwalls and roof floors from distribution Boards to all lighting outlet points and fixtures	3,800	m	4,500.00	17,100,000.00
K	Single core 1.5 sqmm PVC copper cables from distribution Boards to all lighting outlet points	11,400	m	2,500.00	28,500,000.00
L	LIGHTING TYPE A: Ceiling surface mounted line light with flourescent 2x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPL TYPE or approved equivalent	58	nr	60,000.00	3,480,000.00
M	LIGHTING TYPE B: Ceiling surface mounted line light with flourescent 1x16W (LED ECOMAX T8 BATTEN),product no (LED-E-T8-1200MM-16W-3000K-CT BY OPPL TYPE or approved equivalent	34	nr	50,000.00	1,700,000.00
N	LIGHTING TYPE C: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC420 23W5700K BY OPPL TYPE or approved equivalent	46	nr	45,000.00	2,070,000.00
	TO COLLECTION			TZS	89,465,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT

A	LIGHT TYPE D: Surface mounted downlight decorative bulkhead fittings for (LED CEILING/WALL LAMP) with product no.HC350 16W 5700K WHITE BY OPPLER TYPE or approved equivalent	35	nr	45,000.00	1,575,000.00
B	LIGHT TYPE G: Surface mounted Filament lamps complete with lamp holder with 100W for neonatal room, BY OPPLER TYPE or approved equivalent	20	nr	75,000.00	1,500,000.00
C	Single sided Exit light, with 3hrs duration emergency bulkhead for 8W T16(T5), as opple type or approved equivalent	6	nr	250,000.00	1,500,000.00
D	One way 1 gang light switch as Legrand or equivalent	52	nr	10,000.00	520,000.00
E	One way 2 gang light switch as Legrand or equivalent	13	nr	15,000.00	195,000.00
F	Two way 1 gang light switch as Legrand or equivalent	18	nr	20,000.00	360,000.00
	MAIN SUPPLY				-
G	8 Ways free standing Main LV panel Board with 320A TPN MCCB incomer ,metal clad,cubical pattern to IP20 form 2b,with short circuit breaking capacity of 50KA at 415 Vac,50Hz COMPRISING OF ABB switch gear and outgoing MCCBs of 100A TP (6 No) 63A TP (2No) 25kA surge arrestor, Ammeter and Voltmeter Complete with 100kVAr Power factor unit ABB type OR Approved equal	1	nr	5,500,000.00	5,500,000.00
H	320A TPN automatic changeover switch comprising of two 4-pole electrically and mechanically interlocked 320A motorised MCCB complete with controller	1	nr	3,000,000.00	3,000,000.00
J	4C x 150mm ² Cu,PVC/SWA/ PVC cable from Nearest TANESCO pole,generator passing through changeover switch to main distribution board(MDB)	126	m	350,000.00	44,100,000.00
K	1C x 75mm ² Cu,PVC Green/Yellow earth cable.	126	m	80,000.00	10,080,000.00
L	All for complete earthing of the Electirical System to IEE standards.	1	sum	2,500,000.00	2,500,000.00
M	Allow for testing and commissioning of the entire Installation	1	sum	1,000,000.00	1,000,000.00

N	Allow preparation of four copies of " Installed Drawings" and operating manuals.	1	sum	500,000.00	500,000.00
TO COLLECTION				TZS	72,330,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Supply and installation 11Kv metering unit	1	nr	550,000.00	550,000.00
B	Supply and installation of control cable 2.5mm x 12core	32	m	25,000.00	800,000.00
C	Allow for maintenance of electrical equipments and fire alarm during defect liability	1	sum	1,000,000.00	1,000,000.00
D	Supply and installation of copper earth 4ft rod,earth rod connector and cable lugs for 35sqmm cable	4	sum	750,000.00	750,000.00
E	Electrical Contractor's attendance and liasing fees with Tanesco	1	sum	500,000.00	500,000.00
F	Solid copper air terminal as Fuse complete with all mounting accessories	1	nr	500,000.00	500,000.00
G	25 x 3mm Bare copper tape, 70sqmm copper conductor, test clamp, earth rods, inspection pits complete with bonding to all RC column welding bars to be used as down conductor and all fixing accessories, disconnecting links, test links, discharge counter and others as per technical specification and drawings	1	sum	2,500,000.00	2,500,000.00
H	Manhole of 900mm x 900mm inside 0,8 m deep (red soil), with painted cover 2 mm thick, for 4c armored cable up to ' 150 mm2	4	nr	400,000.00	1,600,000.00
J	Supply and install the PERKINS generator set of 3 Phase, 220kVA, 50Hz – diesel generator sets with sound attenuated, auto start generator set and all features required for standby applications conveniently packaged together.	1	nr	95,000,000.00	95,000,000.00
K	Supply and install theTransformer 3 Phase, 215kVA, 50Hz – and all features required by TANESCO	1	nr	35,000,000.00	35,000,000.00
L	Supply and install theTransformer protection acceptable by TANESCO	1	nr	1,500,000.00	1,500,000.00
M	Transformer protection	1	nr	2,500,000.00	2,500,000.00

	TO COLLECTION			TZS	142,200,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	FIRE DETECTION & ALARM SYSTEMS				
A	Conventional fire control panel, (2loops, 4 zones fire panel c/w batteries{72 hour standby}	1	nr	3,000,000.00	3,000,000.00
B	Smoke detectors as AP6-FT8 Conventional complete with Sounder base	90	nr	75,000.00	6,750,000.00
C	Heat detectors as AP6-FT8 Conventional complete with Sounder base	2	nr	125,000.00	250,000.00
D	Breakglass Conventional, complete with surface -box as FML-200R	9	nr	250,000.00	2,250,000.00
E	Firebell/Conventional sounder, 6inch as ABB624	3	nr	200,000.00	600,000.00
F	Firebell/Conventional FLASHING SOUNDER, 6inch as ABB624	27	nr	225,000.00	6,075,000.00
G	Fire resistant cable 1.5sqmm,twin with earth wire	2,000	m	5,000.00	10,000,000.00
	TO COLLECTION			TZS	28,925,000.00
	COLLECTIONS				
	Page 2/12/1				44,215,000.00
	Page 2/12/2				70,770,000.00
	Page 2/12/3				96,435,000.00
	Page 2/12/4				24,387,000.00

	Page 2/12/5				89,465,000.00
	Page 2/12/6				72,330,000.00
	Page 2/12/7				142,200,000.00
	Page 2/12/8				28,925,000.00
	TO SUMMARY OF BILL NR. TWO			TZS	568,727,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
BILL NUMBER TWO-MAIN BUILDING					
ELEMENT NR.13 -ICT INSTALLATIONS					
Supply, install, test and commission the following:					
GROUND FLOOR STRUCTURED CABLING					
A	Dual RJ 45 wall face plate complete with modules,spring shutter and cabling field for Cat 6 cabling	16	nr	45,000.00	720,000.00
					-
B	4-pair unshielded twisted pair cable(UTP),Cat6	2,135	m	3,000.00	6,405,000.00
					-
C	24 ports Rj45 data and voice patch panel	3	nr	550,000.00	1,650,000.00
					-
D	24 ports Rj45 Cisco Switch,cat 6	1	nr	3,500,000.00	3,500,000.00
					-
E	1m RJ45 patch code	32	nr	10,000.00	320,000.00
					-
F	Patch guide (cable organizer)	5	nr	250,000.00	1,250,000.00
					-
G	22U voice and data cabinet with 2 heat extract fans and 6 ways power distribution unit (PDU) and glass door.	1	nr	1,050,000.00	1,050,000.00
					-
H	Provide adequate earthing to voice cabinet as per IEE Regulations	1	item	500,000.00	500,000.00
					-
I	3kVA -UPS and Back up batteries	1	Lot	7,500,000.00	7,500,000.00
					-
J	3m RJ45 patch code	32	nr	15,000.00	480,000.00
					-
FIRST FLOOR STRUCTURED CABLING					
					-
A	Dual RJ 45 wall face plate complete with modules,spring shutter and cabling field for Cat 6 cabling	17	nr	45,000.00	765,000.00
					-
B	4-pair unshielded twisted pair cable(UTP),Cat6	3,050	m	3,000.00	9,150,000.00
					-
C	24 ports Rj45 data and voice patch panel	3	nr	550,000.00	1,650,000.00
					-
D	24 ports Rj45 Cisco Switch,cat 6	1	nr	3,500,000.00	3,500,000.00
					-
E	1m RJ45 patch code	34	nr	10,000.00	340,000.00
					-
F	Patch guide (cable organizer)	5	nr	250,000.00	1,250,000.00
					-
G	15U voice and data cabinet with 2 heat extract fans and 6 ways power distribution unit (PDU) and glass door.	1	nr	750,000.00	750,000.00

H	Provide adequate earthing to voice cabinet as per IEE Regulations	1	item	500,000.00	500,000.00
I	3kVA -UPS and Back up batteries	1	Lot	7,500,000.00	7,500,000.00
J	3m RJ45 patch code	34	nr	15,000.00	510,000.00
TO COLLECTION				TZS	49,290,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
SECOND FLOOR STRUCTURED CABLING					
A	Dual RJ 45 wall face plate complete with modules, spring shutter and cabling field for Cat 6 cabling	10	nr	45,000.00	450,000.00
B	4-pair unshielded twisted pair cable(UTP), Cat6	1,830	m	3,000.00	5,490,000.00
C	24 ports Rj45 data and voice patch panel	3	nr	550,000.00	1,650,000.00
D	24 ports Rj45 Cisco Switch, cat 6	1	nr	3,500,000.00	3,500,000.00
E	1m RJ45 patch code	20	nr	10,000.00	200,000.00
F	Patch guide (cable organizer)	5	nr	250,000.00	1,250,000.00
G	15U voice and data cabinet with 2 heat extract fans and 6 ways power distribution unit (PDU) and glass door.	1	nr	750,000.00	750,000.00
H	Provide adequate earthing to voice cabinet as per IEE Regulations	1	item	500,000.00	500,000.00
J	3kVA -UPS and Back up batteries	1	Lot	6,500,000.00	6,500,000.00
K	3m RJ45 patch code	20	nr	15,000.00	300,000.00
PABX AND ACCESSORIES					
L	15 PABX requiring up to 24 concurrent calls and 100 users offering 16 phone ports, it supports FOX, ISDN, BRI Lines GSM/UMTS network, VoIP and Audio in/out. Including all accessories for complete function of the system	1	nr	5,500,000.00	5,500,000.00
M	Operator console for inquire desk	1	nr	650,000.00	650,000.00

N	Dual port IP telephone handset	10	nr	250,000.00	2,500,000.00
P	1.5kVA -SP ,UPS and Back up Batteries	1	Lot	5,500,000.00	5,500,000.00
	PRELIMINARIES				-
Q	Allow for preparation of shop drawings	1	Item	500,000.00	500,000.00
R	Allow for preparation of 3 sets of as built drawings and operation manuals	1	Item	500,000.00	500,000.00
S	Allow for maintenace of ICT services during deffect liability period	1	Item	2,000,000.00	2,000,000.00
	TO COLLECTION			TZS	37,740,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Allow for testing and commissioning of entire installation	1	Item	500,000.00	500,000.00
B	Allow for attendance and liasing fee for TTCL connection	1	Item	2,000,000.00	2,000,000.00
C	Allow connection from TTCL	1	item	2,000,000.00	2,000,000.00
	TO COLLECTION			TZS	4,500,000.00
	COLLECTIONS				
	Page 2/13/1				49,290,000.00
	Page 2/13/2				37,740,000.00
	Page 2/13/3				4,500,000.00

	TO SUMMARY OF BILL NR. TWO	TZS	91,530,000.00
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING ELEMENT NR 14: AIR CONDITIONING INSTALLATIONS SPLIT TYPES UNITS Supply, install, testing and commissioning of Single Split Inverter type Air Conditioners: Each outdoor should have designed for 50,60Hz/R-410A/Cooling Wall mounted type cooling only Indoor/ Fan Coil Unit: Supply, install, test and commission wall type indoor unit conditioner of LG Brand or Approved Equivalent. Each Set shall be completed with wired controller/ wireless remote controller Type of refrigerant should be R410A/ R407C				
A	Cooling capacity:14kW	1	nr	6,500,000.00	6,500,000.00
B	Cooling capacity:7.1kW	4	nr	2,500,000.00	10,000,000.00
C	Cooling capacity:5.2kW	27	nr	2,200,000.00	59,400,000.00
D	Cooling capacity:3.6kW	24	nr	2,000,000.00	48,000,000.00
	Wall mounted heating only Indoor/ Fan Coil Unit: Supply, install, test and commission heating pump wall type indoor unit conditioner of LG Brand or Approved Equivalent. Each Set shall be completed with wired controller/ wireless remote controller Type of refrigerant should be R410A/ R407C				
E	Cooling capacity: 5.2kW	19	nr	3,500,000.00	66,500,000.00
F	AUTOMATIC Voltage Switcher, 230V, 50HZ, 15mps for the above Air Condition units.	75	nr	200,000.00	15,000,000.00
	Refrigerant Pipping:				

	Supply, install, test and commission single copper piping system for liquid and vapour refrigerants, run in vertical/horizontal trunk insulated with "Armaflex" or similar to be approved and charged with R410A refrigerant gas.				-
G	6.35mm diameter phosphorus, deoxidized seamless fittings and accessories	168	m	20,000.00	3,360,000.00
H	Ditto but 9.52mm	162	m	35,000.00	5,670,000.00
J	Ditto but 12.7mm	122	m	65,000.00	7,930,000.00
K	Ditto but 15.88mm	122	m	125,000.00	15,250,000.00
TO COLLECTION				TZS	237,610,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Inter-unit wiring and Power Supply Cable				
	Supply and install electrical cable of 2.5 mm ² including all necessary accessories from DP Switch to the respective indoor and outdoor units.	1	Item	5,000,000.00	5,000,000.00
	Condensate drainage piping				-
B	Supply and install condensate drainage pipe Upvc complete with all associated fittings.support inclusive.				-
	25 mm dia with insulation	294	m	5,000.00	1,470,000.00
	MECHANICAL VENTILATION				-
	Single Package unit				-
	Supply, install, test and commission a set to work of the Package unit, air cooled type with scroll compressor, fresh air 100%, inverter technology corrosion resistance .LG Brand or Approved Equivalent complete with Control Panel.The Unit shall be factory assembled with associated return plenum box and filter section with high performance washable air filter, electrostatic filter and activated charcoal filter and as per Specifications and Stipulated in the Drawings. Supports and Fittings are inclusive.				-

C	Cooling Capacity 10.5kW, Air Flow rate 566L/s. Ductwork Supply, install, test and commission the following SAD & RAD Round/rectangular duct fittings made of Galvanised Steel Sheets 22 Gauge (0.7 mm thick) complete with 50 mm thick Fibreglass Insulation with Foil on one Side, sleeves, supports, accessories and associated fittings as per specifications and drawing Supply Air Duct	2	nr	6,500,000.00	13,000,000.00 - - -
D	600 x 200mm	52	m	450,000.00	23,400,000.00 -
E	284 x 200mm Return Air Duct	78	m	350,000.00	27,300,000.00 - -
F	400 x 200mm	80	m	400,000.00	32,000,000.00 -
G	224 x 200mm	102	m	350,000.00	35,700,000.00
TO COLLECTION				TZS	137,870,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	VERTICLE LAMINAR FLOW Supply, install, test and commission the vertical laminar flow of ac with filters inside the theatre comprising of stanlesssteel plenum including the 2" flanges on all sides diffuser supplying 166l/s	8	nr.	325,000.00	2,600,000.00 - - -
B	AIR RETURN MODELS Supply, install, test and commission the linear return grills 850 x 125 mm returning 420l/s . Shouls have 10 micro filter, stanles steel perforeated grill and pressure balancing damper. Supply Air Ducts	4	nr.	765,000.00	3,060,000.00 - - -

	Supply, install, test and commission the following Linear bar supply air grille Trox or Approved Equivalent complete with spigot made of extruded aluminium sections with Air Flow Rate Control Louvers as per specifications and drawing, complete with associated controls, fittings and supports.				
C	300 x 300mm Return Air Ducts	8	m	300,000.00	2,400,000.00
	Supply, install, test and commission the following linear Air Return diffuser Trox or Approved Equivalent made of extruded aluminium sections as per specifications and drawing, complete with associated controls, fittings and supports.				
D	200 x 200mm Sound attenuator Supply and install sound attenuators for package units in both supply and return ducts. The type of sound absorber shall be in accordance with the specification provided with the supplier of unit.	8	m	275,000.00	2,200,000.00
E	600 x 200mm	12	m	250,000.00	3,000,000.00
F	400 x 200mm	8	m	225,000.00	1,800,000.00
G	284 x 200mm	8	m	210,000.00	1,680,000.00
H	224 x 200mm	8	m	210,000.00	1,680,000.00
	Supply balancing volume control damper (VCD) in supply and return air ducts branches as specified on the drawings, with size				
J	VCD various sizes 600x200mm	8	nr	200,000.00	1,600,000.00
K	VCD various sizes 400x200mm	8	nr	180,000.00	1,440,000.00
L	VCD various sizes 284x200mm	8	nr	175,000.00	1,400,000.00
M	VCD various sizes 224x200mm	8	nr	175,000.00	1,400,000.00
	TO COLLECTION			TZS	24,260,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Fire Dampers Supply fire dampers in both supply and return air ducts (various sizes)				

A	284 x 200mm	8	nr	300,000.00	2,400,000.00
B	224 x 200mm	8	nr	280,000.00	2,240,000.00
	<u>Bends/Reducers etc</u>				-
C	Allow for bends, reducers, supporter etc to accommodate for above ducting installation system	1	Item	5,000,000.00	5,000,000.00
	Toilet Extract Fan				-
	Supply and install inline Roof/Wall fan for toilet extract system, complete with standby unit and automatic change over switch				-
D	770 m3/hr	25	nr	250,000.00	6,250,000.00
	Preliminary				-
E	Supply "AS BUILT DRAWINGS" as per specification	1	Item	500,000.00	500,000.00
F	Supply "OPERATION AND MAINTENANCE MANUALS" as per specification	1	Item	500,000.00	500,000.00
G	Allow for shop drawings as specified	1	Item	500,000.00	500,000.00
H	Allow for Single package units installations	1	item	2,500,000.00	2,500,000.00
J	Testing and Commissioning report as specified.	1	Item	2,500,000.00	2,500,000.00
TO COLLECTION				TZS	22,390,000.00
COLLECTIONS					
	Page 2/14/1				237,610,000.00
	Page 2/14/2				137,870,000.00
	Page 2/14/3				24,260,000.00
	Page 2/14/4				22,390,000.00

	TO SUMMARY OF BILL NR. TWO			TZS 422,130,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	BILL NR. 15-PLUMBING ENGINEERING INSTALLATIONS				
	WATER SUPPLY & DRAINAGE INSTALLATIONS				
	WATER SUPPLY				
	EXTERNAL/ CORE SERVICES				
A	Supply and install 50mm diameter HDPE pipe, complete with fittings and supporting brackets for transferring water from underground to the vertical pipes at the duct.	100	m	6,500.00	650,000.00
					-
B	Supply and install 50mm diameter gate valves to support the above installations	2	nr	45,000.00	90,000.00
					-
C	Supply and install 50mm diameter non-return valves to support the above installations	1	nr	40,000.00	40,000.00
					-
D	Supply and install 40mm diameter HDPE pipe, complete with fittings and supporting brackets for transferring water to roof water tank	122	m	6,000.00	732,000.00
					-
E	Supply and install 40mm diameter gate valves to support the above installations	6	nr	40,000.00	240,000.00
					-
F	Supply and install 40mm diameter non-return valves to support the above installations	2	nr	35,000.00	70,000.00
					-
	Water Pump				-
	Supply, install, test and commission duplicate two water booster pumps of each with capacity 20m³/hr at 20m head, complete with pressure tank, control panel, dry running protection and all necessary accessories, manufactured by Grundfos or similar equal approved. There should be two pumps, duty and standby.	1	set	16,500,000.00	16,500,000.00
					-
G	Allow for supply, install, test and commission float switches and associated accessories for above installations	1	Set	750,000.00	750,000.00
					-
	Storage water tank				-
	Supply and install water storage tank of the following capacity:				-
					-
	Supply, install, test and commission Glass reinforced plates (GRP) roof water storage tank with capacity of 40m³. The tank dimensions: 5x4x2m (LxWxH)	2	nr	30,000,000.00	60,000,000.00

TO COLLECTION				TZS	79,072,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	supply and install valves, flanges, pressure ball valve and all necessary fittings for underground water tank	1	Item	250,000.00	250,000.00
B	Allow for connection from the existing public water supply main pipe to underground water storage tanks, including supply pipe, water meter, valves and other associated fittings.	1	Item	1,000,000.00	1,000,000.00
C	Allow for testing and commissioning of the entire Installation	1	item	250,000.00	250,000.00
D	Allow for maintenance of equipments during defect liability period	1	item	500,000.00	500,000.00
E	Allow preparation of three copies of " Installed Drawings" and operating manuals for all equipment's as specified	1	item	500,000.00	500,000.00
F	Allow for labeling air condition units after installations	1	item	500,000.00	500,000.00
	COLD WATER PIPING				
	Supply, install, test and commission PPR pipe (DiZAYN GROUP) and tubing class "6" to BS 4554 with screwed and socketed joints to BS 143 and 126 of approved manufacture.				
	PIPES				
G	20mm diameter	250	m	7,000.00	1,750,000.00
H	25mm diameter	250	m	7,500.00	1,875,000.00
I	32mm diameter	95	m	8,500.00	807,500.00
J	40mm diameter	95	m	10,000.00	950,000.00
	90° Elbow				
K	25mm	45	nr	4,000.00	180,000.00
L	20mm	45	nr	3,500.00	157,500.00

M	32mm	45	nr	5,000.00	225,000.00
	Tee				-
N	25mm	55	nr	4,500.00	247,500.00
O	20mm	55	nr	4,000.00	220,000.00
P	32mm	20	nr	5,500.00	110,000.00
TO COLLECTION				TZS	9,522,500.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Reducer				
A	32/25	12	nr	4,500.00	54,000.00
B	25/ 20	15	nr	4,000.00	60,000.00
C	40/32	15	nr	5,000.00	75,000.00
	Gate Valve; B.S. 1010; Part 2: wheel head; polished by manufacturer;joints to pipe; both ends screwed male iron				-
D	40mm	3	nr	45,000.00	135,000.00
E	32mm	3	nr	40,000.00	120,000.00
F	25mm	16	nr	30,000.00	480,000.00
G	20mm	42	nr	20,000.00	840,000.00
H	Supply and install 15mm diameter flexible pipe connectors to wash hand basin (WHB), water closet (WCs), etc.	80	nr	10,000.00	800,000.00
J	Allow for Supply and install extra pipe fittings and accessories for the above water supply piping	1	Item	500,000.00	500,000.00
	WASTE WATER				-
	External pipe work				-
J	Supply and install 150mm uPVC pipe class "B" according to BS 8301 - 1985 complete with associated fittings	300	m	18,000.00	5,400,000.00

K	Allow for Construction of foul/waste water manholes of internal dimension 600x600mm with invert level not exceeding 1000mm comprising 200mm plain concrete grade "C" bed 230mm block wall plastered internally as per specification and drawings including heavy duty cast iron cover to match with external paving.	27	nr	400,000.00	10,800,000.00
L	Allow for Construction of 300X300mm standard gully trap as per specification and drawings including heavy duty cast iron cover to match with external paving.	26	nr	300,000.00	7,800,000.00
M	Excavate trench not exceeding 1000 mm deep and average 500mm wide for laying sawerage pipe to the sewer line not exceeding 200mm diameter including backfilling	300	m	5,000.00	1,500,000.00
N	Supply and install Galvanized steel wire ballon set on top of vent pipe and covered with mosquito gauze, 100mm diameter	7	nr	60,000.00	420,000.00

TO COLLECTION				TZS	28,984,000.00
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Construction of septic tank with internal dimension:10 x5x2m as per structural details	1	nr	3,000,000.00	3,000,000.00
B	Construction of soak away pit of 5m as per structural engineer details	1	nr	3,500,000.00	3,500,000.00
	Storm water (pipe work)				-
	Rain water pipework installation as per specification and drawings.Note: Rainwater pipe should be uPVC white colour				-
C	Supply, install, test and commission 100mm diameter uPVC down pipe, complete with fittings and fixtures (Vertical pipework)	440	m	10,000.00	4,400,000.00
D	Supply, install, test and commission 100mm diameter Fulbora	11	m	75,000.00	825,000.00
E	Allow for connection of storm water to water tanks with all necessary fittings and 5000Lsintank	1	Item	750,000.00	750,000.00
	Soil and vent pipe work				-

	Supply and install all above ground/exposed of class "B" to BS 8301 - 1985 uPVC pipe complete with associated fitting including chasing walls, pipe supports and necessary decoration for exposed pipe work pipes: pipes;fixing with holders to backgrounds requiring plugging				-
					-
					-
F	100mm diameter, uPVC pipe	300	m	10,000.00	3,000,000.00
					-
G	75mm diameter ,upvc pipe	32	m	8,000.00	256,000.00
					-
H	50mm diameter, Upvc pipe	150	m	6,000.00	900,000.00
					-
J	40mm diameter, Upvc pipe	92	m	5,500.00	506,000.00
					-
	ELBOWS,90				-
					-
K	100mm diameter, UPVC	77	nr	8,000.00	616,000.00
					-
L	75mm diameter ,upvc pipe	22	nr	7,000.00	154,000.00
					-
M	50mm diameter, uPVC	45	nr	5,000.00	225,000.00
					-
	ELBOWS 45				-
					-
N	100mm diameter, UPVC	55	nr	8,000.00	440,000.00
TO COLLECTION				TZS	18,572,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	50mm diameter,Upvc	55	nr	5,000.00	275,000.00
					-
B	40mm diameter,uPVC	70	nr	4,500.00	315,000.00
					-
C	Supply, install, test and commission Floor drain, 50mm diameter outlet, uPVC	62	nr	15,000.00	930,000.00
					-
	SANITARY APPLIANCES				-
					-
					-
C	Supply, install, test and commission European type WC;as to RAK or equal approved Close coupled floor standing with complete combination wash down outlet, dual flush cistern 2.5litres or less for half flush and 3.5litres or less for full flush, seat and cover and all accessories. "P" or "S" trap pans; bedding uotlets in mastic; fixing with brass screws to backgrounds requiring plugging.	22	nr	450,000.00	9,900,000.00

D	Supply, install, test and commission Asian type WC;as to RAK or equal approved Close coupled floor standing with complete combination wash down outlet, dual flush cistern 2.5litres or less for half flush and 3.5litres or less for full flush, seat and cover and all accessories. "P" or "S" trap pans; bedding uotlets in mastic; fixing with brass screws to backgrounds requiring plugging.	26	nr	425,000.00	11,050,000.00
C	Supply, install, test and commission Special Care Unit (Disable toilet); "armitage shanks" doc-m-plus pack or equal approved delivered complete in one box including WC, HWB, grab rails, hinged arm support, mixer tap, toilet roll holder etc	2	Set	2,500,000.00	5,000,000.00
D	Supply, install, test and commission White vitreous china Hand wash basin as to RAK or equal approved ; Countertop type - 480mm diameter; complete with tap mixer capable to discharge water at a flow rate of 2litres/min. or less. Fixing with screws to backgrounds requiring plugging	80	nr	550,000.00	44,000,000.00
E	Shataff;ABS chrome with supreme Hose and wall holder as to RAK or equal approved fixing with brass screws to backgrounds plugging	50	nr	50,000.00	2,500,000.00
F	Soap dispenser;glass wall mounted as to RAK or equal approved fixing with brass screws to backgrounds plugging	80	nr	25,000.00	2,000,000.00
G	Mirrors; overall size 1200 x 900mm high, fixed to wall with CP screw and caps	80	nr	125,000.00	10,000,000.00
TO COLLECTION				TZS	85,970,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Toilet paper holder;chrome as to RAK or equal approved fixing with brass screws to backgrounds plugging	50	nr	25,000.00	1,250,000.00
B	Supply , install , test and commision hand dryer as mediclinic brand or equal approved	20	nr	250,000.00	5,000,000.00
C	Supply , install , test and commision a special water taps for hospital aplication	20	nr	350,000.00	7,000,000.00

D	Supply, install, test and commission Stainless steel Kitchen sink; 1200 x 600mm; complete with kitchen sink mixer with discharge flow rate of 4litres/min. complete with connecting accessories, fixing with screws to backgrounds requiring plugging	1	nr	350,000.00	350,000.00
E	Supply and install Stainless steel wash sink ; 2400 x 600mm; complete with Stainlesssteel sink mixer with discharge flow rate of 4litres/min. complete with connecting accessories, fixing with screws to backgrounds requiring plugging	7	nr	450,000.00	3,150,000.00
F	Supply and install Stainless shower tray and its shower closure(shower cubical) complete with connecting accessories, fixing with screws to backgrounds requiring plugging	38	nr	200,000.00	7,600,000.00
G	Supply and install a shower set comprising: shower mixer, 1.5m plastic flexible hose pipe, hand shower spray, sliding bar and soap holder complete with all necessary accessories.	38	nr	250,000.00	9,500,000.00
H	Supply and install towel rail	38	nr	25,000.00	950,000.00
HOSE REELS INSTALLATION					-
I	Supply and install fire booster pump with capacity 10m³/h at 5bars . The pump must be self priming, pumps should be installed on a common base complete with all associated accessories like pannel etc	1	Item	6,000,000.00	6,000,000.00
	Internal and external piping				-
	Supply install, test and commission in good working condition hose reel pipes and fittings in galvanized heavy grade material to BS 1387 and BS 1256:Pipes and fittings in running length fixed to backgrounds requiring plugging				-
J	100mm diameter,GI pipe	150	m	50,000.00	7,500,000.00
J	60mm diameter,GI pipe	75	m	30,000.00	2,250,000.00
K	25mm diameter,GI pipe	85	m	20,000.00	1,700,000.00
TO COLLECTION				TZS	52,250,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Elbow				

A	25mm diameter	12	nr	5,000.00	60,000.00
	Tee				-
B	50 x 25mm	12	nr	6,500.00	78,000.00
	Union GI				-
C	50/25mm diameter	12	nr	15,000.00	180,000.00
	Gate valve				-
D	25mm diameter	6	nr	30,000.00	180,000.00
E	Supply, install, test and commission Automatic Fire Hose Reel, swinging type, 25mm diameter hose, 30m long,	6	nr	750,000.00	4,500,000.00
	PORTABLE FIRE EXTINGUISHER				-
F	Supply, install, test and commission Fire extinguisher bottles ,by NAFFCO or equal approved of Dry powder (ABC), 9kg monted on wall	9	nr	175,000.00	1,575,000.00
G	Supply, install, test and commission Fire extinguisher bottles,by NAFFCO or equal approved of Carbon dioxide (Co ₂), 5kg mounted on wall	9	nr	300,000.00	2,700,000.00
TO COLLECTION				TZS	9,273,000.00
	COLLECTION				
	Page 2/15/1				79,072,000.00
	Page 2/15/2				9,522,500.00
	Page 2/15/3				28,984,000.00
	Page 2/15/4				18,572,000.00
	Page 2/15/5				85,970,000.00
	Page 2/15/6				52,250,000.00
	Page 2/15/7				9,273,000.00
TO SUMMARY OF BILL NR. TWO				TZS	283,643,500.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NUMBER TWO-MAIN BUILDING				
	ELEMENT NR 16: LABORATORY GASES INSTALLATIONS				
	Piping				
	Supply install, test and commission in good working condition copper pipes and fittings for medical gases that comply with BS EN ISO 7396-1:2016 and ASTM A312M; Pipes and fittings in running length fixed to backgrounds requiring plugging				-
A	20mm diameter, copper pipe	40	m	100,000.00	4,000,000.00
					-
B	15mm diameter, copper pipe	210	m	80,000.00	16,800,000.00
					-
C	10mm diameter, copper pipe	200	m	60,000.00	12,000,000.00
					-
D	8mm diameter, copper pipe	150	m	30,000.00	4,500,000.00
					-
	Elbow				-
					-
E	20mm diameter	30	nr	12,000.00	360,000.00
					-
F	15mm diameter	10	nr	11,000.00	110,000.00
					-
G	10mm diameter	15	nr	10,000.00	150,000.00
					-
	Tee				-
					-
H	20mm diameter	10	nr	13,000.00	130,000.00
					-
J	15mm diameter	10	nr	12,000.00	120,000.00
					-
K	10mm diameter	12	nr	11,000.00	132,000.00
					-
	Reducer				-
					-
L	20/15mm	60	nr	12,000.00	720,000.00
					-
	Reducer				-
					-
M	15/10mm	60	nr	11,000.00	660,000.00
					-
	Gas control Valve				-
					-
N	20mm diameter	8	nr	45,000.00	360,000.00

P	15mm diameter	12	nr	42,000.00	504,000.00
Q	10mm diameter	60	nr	35,000.00	2,100,000.00
TO COLLECTION				TZS	42,646,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	High pressure Hose				
A	Supply and install flexible high-pressure hose rubber/plastic with inner diameter of 8mm	60	nr	7,500.00	450,000.00
	Cylinders gas storage				
B	Supply, install, test and medical gas storage cylinder with capacity of 8 Liters	2	nr	150,000.00	300,000.00
	Pressure Regulator for Gas Cylinders				
C	Supply, install, test and commission pressure regulator for medical gas storage cylinder	2	nr	250,000.00	500,000.00
	Gas taping point/ Gas Control box/ Distribution panel				
D	Supply, install, test and commission gas taping point for medical gas that includes pressure regulator, valves, flow meter ect.	64	nr	75,000.00	4,800,000.00
E	Supply, install, test and commission manifold, automatic change over panel, central alarm panel complete signal cables for medical gas	1	Item	2,000,000.00	2,000,000.00
F	Allow for copper pipe fittings i.e elbow, tee, reducer, coupler	1	Item	500,000.00	500,000.00
G	Allow for testing and commissioning of the entire Installation	1	Item	500,000.00	500,000.00
H	Allow for maintenance of equipments during defect liability period	1	Item	1,000,000.00	1,000,000.00
M	Allow preparation of three copies of " Installed Drawings" and operating manuals for all equipment's as specified	1	Item	250,000.00	250,000.00
TO COLLECTION				TZS	10,300,000.00

	COLLECTION				
	Page 2/16/1				42,646,000.00
	Page 2/16/2				10,300,000.00
	TO SUMMARY OF BILL NR. TWO			TZS	52,946,000.00

SUMMARY OF BILL NUMBER TWO - BUILDING SERVICES WORKS

ITEM	DESCRIPTION	AMOUNT
1	ELEMENT NR. 12: ELECTRICAL AND FIRE DETECTION INSTALLATIONS	568,727,000.00
2	ELEMENT No. 13: ICT	91,530,000.00
3	ELEMENT No. 14: AIR CONDITIONING INSTALLATIONS	422,130,000.00
4	ELEMENT No. 15: PLUMBING AND ENGINEERING INSTALLATIONS	283,643,500.00
5	ELEMENT No. 16: LABORATORY GASES INSTALLATIONS	52,946,000.00
	BILL NR 2: BUILDING SERVICES CARRIED TO GENERAL SUMMARY	1,418,976,500.00

ITEM	DESCRIPTION OF WORK	QTY	UNIT	RATE	AMOUNT
	BILL NR. 3 - PRIME COST AND PROVISIONAL SUMS				
	PRIME COST				
	<u>The following Prime cost sums are for the works to be carried out by Statutory Authorities</u>				
A	Connection to water mains supply and provision of meters		Sum		5,000,000.00
B	<u>Add:</u> For Profit.				
C	<u>Add:</u> For General attendance.				
D	Connection to mains electricity and provision of meters		Sum		5,000,000.00
E	<u>Add:</u> For Profit.				
F	<u>Add:</u> For General attendance.				
	PROVISIONAL SUMS				
	<u>The following provisional sums are for the works or costs which can not entirely be foreseen, defined or detailed during the preparation of the Bills or quantities and should be used in whole or in part at the discretion of the Architect</u>				
G	Reception Desks		Sum		30,000,000.00
H	Fitting and fixtures (wardrobes and waiting area benches)		Sum		50,000,000.00
J	Foul and Storm water drainage		Sum		20,000,000.00
K	Incenerator		Sum		30,000,000.00
L	External works for landscaping and hard surfaces comprises of paving block area, grass landscaping, kerbstone and covered surface water drainage channels		Sum		50,000,000.00
M	TTCL fiber connections		Sum		25,000,000.00
CARRIED TO GENERAL SUMMARY				TZS	215,000,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NR. 4 - DAYWORKS				
	In accordance with Clause of the General Conditions of Contract, the Contractor shall be paid Daywork rates for extra work that cannot properly be measured and valued and the Contractor is to insert in the space provided the basic rates and costs of labour, materials and				
	LABOUR				
A	Waller	1	Hrs		
B	Carpenter	1	Hrs		
C	Joiner	1	Hrs		
D	Roof tiler	1	Hrs		
E	Welder	1	Hrs		
F	Plumber	1	Hrs		
G	Electrician	1	Hrs		
H	Plasterer	1	Hrs		
J	Steel-Fixer	1	Hrs		
K	Glazier	1	Hrs		
L	Painter	1	Hrs		
M	Labourer (skilled)	1	Hrs		
N	To the basic net cost of labour used for work carried out on day works, an addition of 30% is required to include for task work on incentive schemes, tools, standing scaffolding supervision, insurance, transport, profit and all overheads.				

TOTAL LABOUR					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	MATERIALS				
A	Cement	1	Tonne		
B	Sand (fine aggregate)	1	m³		
C	Aggregate (37 mm)	1	m³		
D	Aggregate (graded 10-5 mm)	1	m³		
F	Steel reinforcement (high tensile)	1	kg		
G	Structural mild steel	1	kg		
H	Structural aluminium section	1	kg		
J	Sawn timber (podocarpus)	1	m³		
K	Wrought timber (mkongo)	1	m³		
L	Wrought timber (mninga)	1	m³		
M	Hydrate lime	1	Lts		
N	Paint, gloss	1	Lts		
O	Paint, emulsion	1	Lts		
P	Paint, linseed oil	1	Lts		
Q	Paint, wood preservative (PX 65)	1	Lts		
	To the basic net cost of materials used for work carried out on day works an addition of 30 % is required to include for unloading, storing, and distribution, the use of hand, plant and machinery, profit and all overheads.				

TOTAL MATERIALS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PLANT				
A	Excavate loaders (5 m³ capacity)	8	Hrs		
B	Mechanical loading shovel (3 m³ capacity)	8	Hrs		
C	Bulldozer (1.1 m³ capacity)	8	Hrs		
D	Motor grader (11.1 tonnes)	8	Hrs		
E	Dumper (1.25 tonnes)	8	Hrs		
F	Land-rover (4 wheel drive)	8	Hrs		
G	Lorry (7 tonne tipper)	8	Hrs		
H	Lorry (18 tonne tipper)	8	Hrs		
J	Roller (10 tonne vibratory)	8	Hrs		
K	Portable compressor (with hoses)	8	Hrs		
L	Pneumatic hammer (25kg)	8	Hrs		
M	Portable electric welding set	8	Hrs		
N	Concrete mixer (14/10) with batching plant	8	Hrs		
P	Concrete pump (15 cubic metres per hour capacity)	8	Hrs		
Q	Concrete vibrator (Pocker type)	8	Hrs		

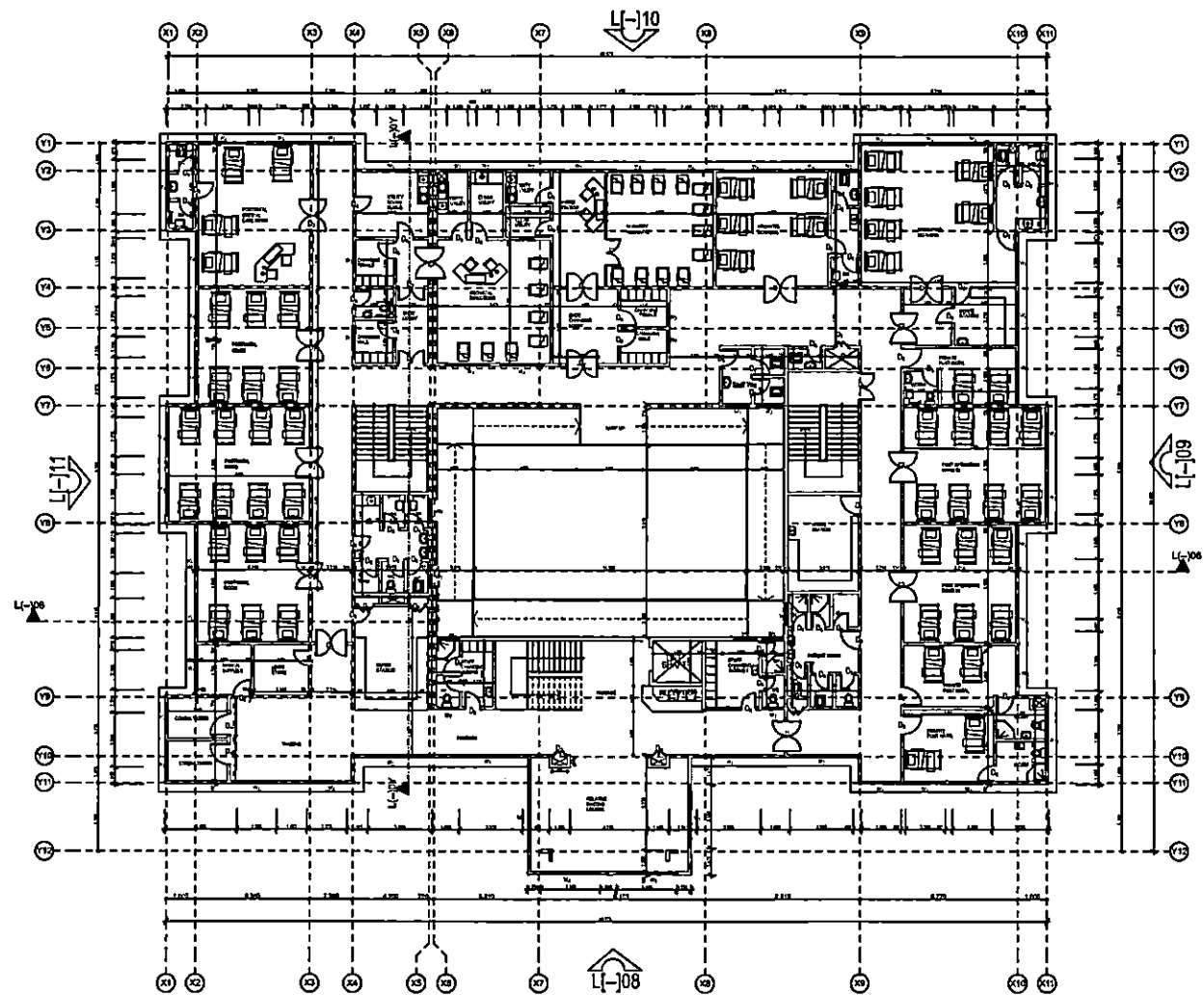
R	50mm Self priming centrifugal pump with hose and ancillary equipment	8	Hrs		
S	Block making machine	8	Hrs		
T	Woodworking machine	8	Hrs		
V	Generator set - Three phase	8	Hrs		
W	To the basic net rates of plant used for work carried out on day works an addition 30% is required to include for drive and/or attendant, fuel and consumable stores, supervision, maintenance, insurance, road licence, profit and all overheads.				
TOTAL PLANT				TZS	
	COLLECTIONS				
	LABOUR				
	MATERIALS				
	PLANTS				
TOTAL CARRIED TO GENERAL SUMMARY				TZS	

GENERAL SUMMARY

ITEM	DESCRIPTION	PAGE	AMOUNT
A	BILL NUMBER ONE - PRELIMINARIES		89,000,000.00
B	BILL NUMBER TWO - MEASURED WORKS-MAIN BUILDING		
	A. BUILDING WORKS		3,644,803,346.40
	B. BUILDING SERVICES WORKS		1,418,976,500.00
C	BILL NUMBER THREE - PROVISIONAL AND PRIME COST SUMS		215,000,000.00
D	BILL NUMBER FOUR - DAYWORKS		
	<u>CONTINGENCIES</u>		
E	Include a Provisional Sum of TZS 100,000,000 (Tanzania Shilling One Hundred Million Only) for contingencies to be expended or deducted as directed by the Project Manager	Sum	100,000,000.00
	<u>SURETIES</u>		
	<u>Condition of Contract Clause 54</u>		
F	Allow for providing sureties of 10% of Contract Sum	Sum	45,000,000.00
	SUB - TOTAL	TZS	5,512,779,846.40
	Value Added Tax (VAT)		

G	Add: 18% for Value Added Tax	18%	992,300,372.35
	FIXED BID PRICE CARRIED TO FORM OF TENDER	TZS	6,505,080,218.75
			6,215,499,958.75

DRAWINGS



SECOND FLOOR PLAN
AREA = 1515SQM

Building Section
Policy and Planning Department
Ministry of Health, Community Development,
Gender, Elderly and Children
Government City-Mumba
Alya Road/Street
P.O. Box 743
40478, DODOMA

Approved

No.	Description	Date

Client

MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN.

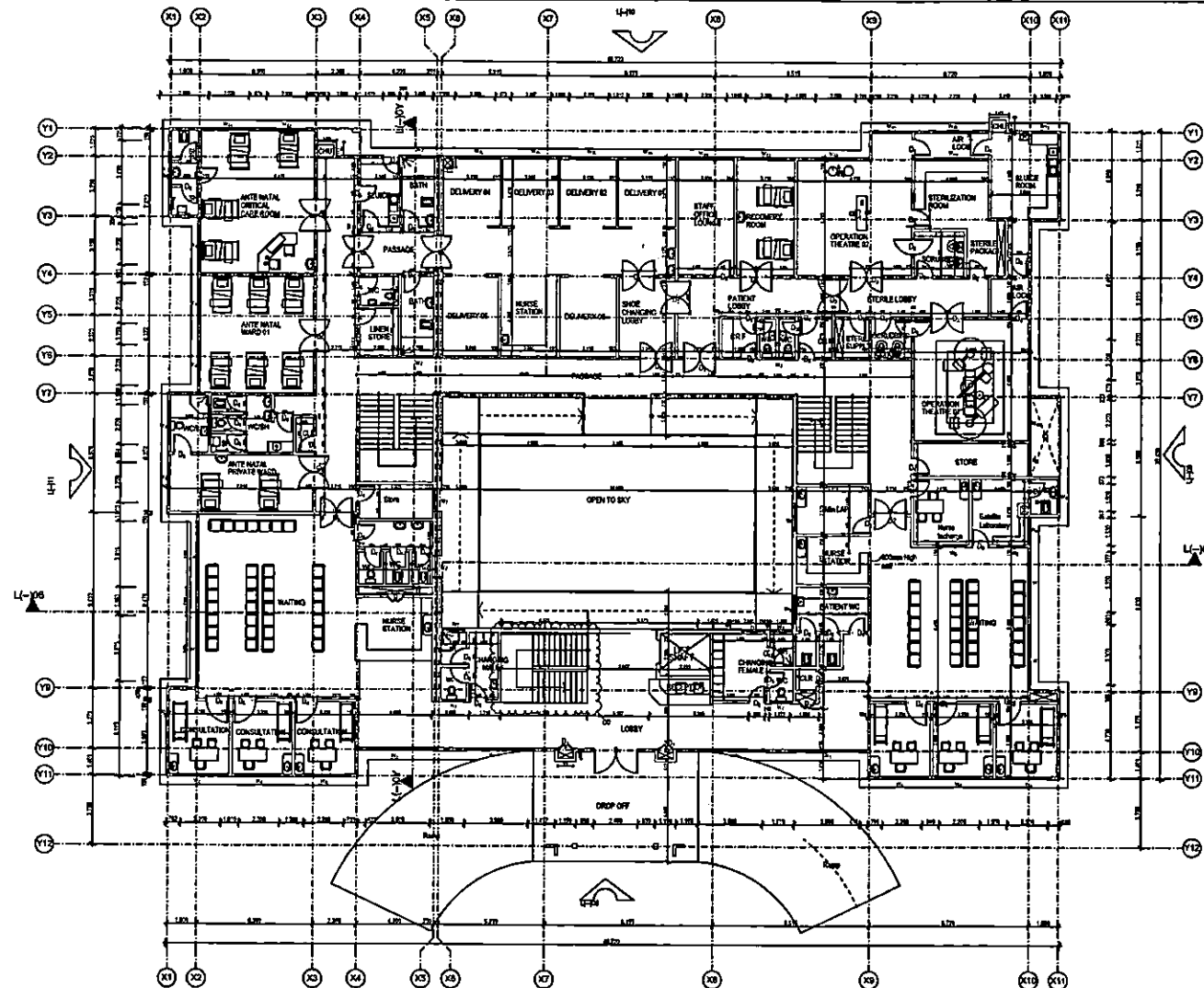
Project

PROPOSED MATERNITY BLOCK FOR
REGIONAL REFERRAL HOSPITAL

FLOOR PLAN MATERNITY

Project number	2021/04/29	A103
Date	29 April 2021	
Drawn by	BONIFACE VICTOR	
Checked by	BONIFACE VICTOR	
Scale	1 : 100	

04/05/2021 02:47:35 PM



GROUND FLOOR PLAN
AREA = 100,000

Building Section
Policy and Planning Department
Ministry of Health, Community Development,
Gender, Elderly and Children
Government City-Aitumbo
Alfa Road/Street
P.O. Box 743
40478, DODOMA

Approved

No.	Description	Date

Client

MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN.

Project

PROPOSED MATERNITY BLOCK FOR
REGIONAL REFERRAL HOSPITAL

FLOOR PLAN MATERNITY

Project number	2021/04/29	A101
Date	29 April 2021	
Drawn by	BONIFACE VICTOR	
Checked by	BONIFACE VICTOR	
Scale	1 : 100	

Appendices

MASASI CONSTRUCTION COMPANY LIMITED BOARD RESOLUTION MCC/BML/21/497
FOR TENDER NO. ME/007/2021-2022/HQ/W/17


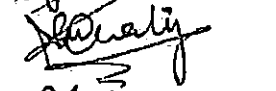

Date: 18th November, 2021

Venue: Company's Office premises along Uhuru Street Plot no. 25 on 2nd Floor, Dar es salaam, Tanzania.

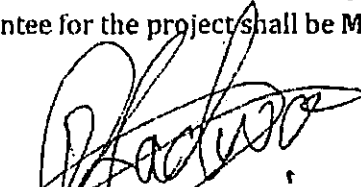
In Attendance

- | | | |
|--------------------|---|------------------------------|
| 1. Pradeep Tank | - | Director/Grantee |
| 2. Rimit B. Ladwa | - | Secretary of Board/ Director |
| 3. Murtaza Waliji | - | Invitee |
| 4. Bhavti R. Ladwa | - | Director/Grantor |

Signature

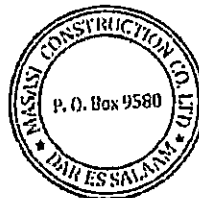




During the Company Meeting of **MASASI CONSTRUCTION CO. LTD**, it was unanimously resolved and concluded in the matter regarding Powers of Attorney Specifically for Tender of **PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERAL HOSPITAL (RRH)**; TENDER NO. ME/007/2021-2022/HQ/W/17 that the Grantee for the project shall be **Mr. Pradeep J. Tank**


.....
RIMIT B. LADWA
GRANTOR


.....
BHAVTI R. LADWA
GRANTOR


.....
PRADEEP J. TANK
GRANTEE





STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 19th day of November, 2021.

WE the undersigned RIMIT B. LADWA and BHAVTI R. LADWA being DIRECTORS of MASASI CONSTRUCTION CO. LTD, P.O. Box 9580, DAR ES SALAAM, a company incorporated in accordance with the LAWS of the UNITED REPUBLIC OF TANZANIA, by virtue of authority conferred to us by the Board Resolution No. MCC/BML/21/497 of 18th day of November 2021, do hereby ordain nominate and appoint PRADEEP J. TANK of P.O. Box 9580, 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/17 that is to say;

To act for the company and do any other thing or things incidental for; ME/007/2021-2022/HQ/W/17 of PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERRAL HOSPITAL (RRH)

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.

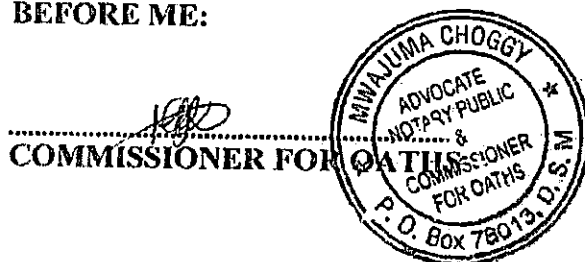
SEALED with the common seal of the said MASASI CONSTRUCTION and delivered in the presence of us this 19th day of November, 2021

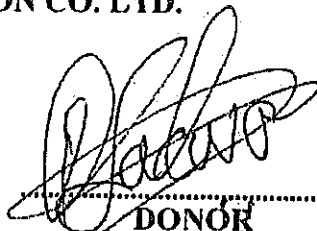
IN WITNESS whereof we have signed this deed on this 19th day of November, 2021, at DAR ES SALAAM for and on behalf of MASASI CONSTRUCTION CO. LTD.


SEALED and DELIVERED by the
Common Seal of RIMIT B. LADWA
This 19th day of November, 2021,

SEALED and DELIVERED by the
Common Seal of BHAVTI R. LADWA
This 19th day of November, 2021,

BEFORE ME:




DONOR


DONOR

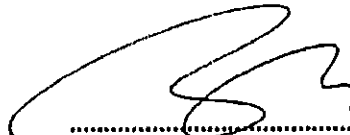




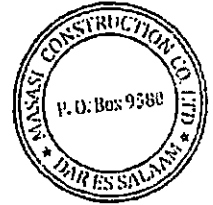
ACKNOWLEDGEMENT

I, **PRADEEP J. TANK** doth hereby acknowledge and accept to be Attorney of the said **MASASI CONSTRUCTION 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
PRADEEP J. TANK Identified to me
by **RIMIT B. LADWA**
The latter known to me personally
This 19th day of November, 2021.

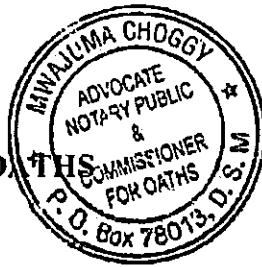


.....
DONEE



BEFORE ME

.....
COMMISSIONER FOR OATHS



MASASI CONSTRUCTION CO. LTD.
BUILDING AND CIVIL ENGINEERING CONTRACTORS

P.O.Box 9580 Dar es Salaam Head Office: Tel: 2185401, Mob: 0713 - 326972, 0787 - 888890
Fax: 2182770, E-mail: masasi.tz@gmail.com

REF No: MCC/BML/21/499

19/11/21

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

We MASASI CONSTRUCTION CO. LTD. offer to execute PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERRAL HOSPITAL (RRH); TENDER NO. ME/007/2021-2022/HQ/W/17 in accordance with the Conditions of Contract accompanying this tender for the Contract Price of *Tanzanian Shillings Six Billion two hundred and fifteen million four hundred and ninety thousand nine hundred and fifty-eight thousand and seventy-five only (VAT Inclusive) – Tshs. 6,215,499,958.75/-*

The Contract shall be paid in the Tanzania Shillings.

The advance payment required is: -

Amount	Currency
932,324,993.81/-	TZS.

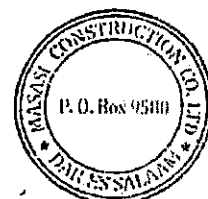
We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirm National Construction Council of Tanzania (NCC), to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [Adjudicator]

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

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

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 the Agent or Recipient	Amount and Currency	Purpose of Commission or Gratuity
NONE	NONE	NONE

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

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

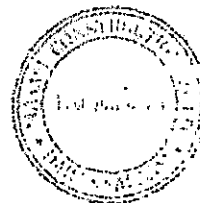
We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: **PRADEEP TANK (DIRECTOR)**

Name of Tenderer: **MASASI CONSTRUCTION COMPANY LIMITED**

Address: **P.O.BOX 9580, DAR ES SALAAM, TANZANIA**



Handwritten signature or mark.

Tender-Securing Declaration

Date: 18/11/2021

Tender No.: ME/007/2021-2022/HQ/W/17

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

We **MASASI CONSTRUCTION CO. LTD.**, 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.

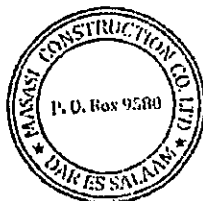
Signed: In the capacity of **DIRECTOR**

Name: **PRADEEP TANK**

Duly authorized to sign the Tender for and on behalf of: **MASASI CONSTRUCTION CO. LTD.**

Dated on 18th Day of **NOVEMBER 2021**.

Seal:



.....

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

DECLARATION BY TENDERER

This company **MASASI CONSTRUCTION CO. LTD.** places importance on competitive tendering 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 this tender, 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, subcontractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Programme are attached.

Authorized Signature:

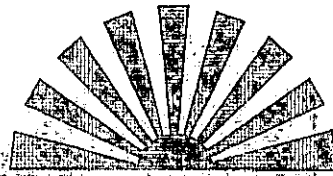
Name and Title of Signatory: **PRADEEP J. TANK (DIRECTOR)**

Name of Tenderer: **MASASI CONSTRUCTION COMPANY LTD.**

Address: **P.O.BOX 9580, DAR ES SALAAM, TANZANIA.**



on 18th day of January, 2022.



RELIANCE INSURANCE COMPANY (TANZANIA) LIMITED

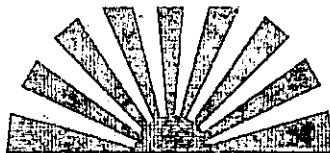
P.O. Box 9826, Dar Es Salaam Tanzania

Tel: 2120088 / 89 / 90, Fax: 2112903 E-Mail: insure@reliance.co.tz

ANNEXURE ATTACHING TO AND FORMING PART OF THE BOND REF NO. 202201180000607

EXCLUSIONS

1. Bonds covering contracts between contractor and employer which contain no stipulation as to the responsibility of the contractor to provide the usual insurance covers, such as Contractors All Risks; Engineering All Risks, Third-Party Liability, Contractors Plant and Equipment, Off – site Storage, Inland Transit etc, This exclusion does not apply, if in the bond itself the liability of the Reinsured for the losses due to Acts of God / Force Majeure is excluded.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
3. The ownership, operation or control of
 - a. nuclear reactors, the buildings housing them and all the property contained therein
 - b. property and ancillary buildings on the site of a nuclear reactor installation
 - c. installations for fabricating fuel elements or for processing fissionable material or reprocessing, salvaging chemically separating, storing or disposing of irradiated nuclear fuel or nuclear waste materials
 - d. Local law or government regulation as to the nuclear installations
4. Efficiency/Deficiency Guarantees
5. Risks beyond the contractors control such as political risk, natural perils, nuclear risks.
6. Price Guarantees or Warranties.
7. Penalty Clause Bonds.
8. Nuclear Energy Risks Exclusion Clause (Reinsurance 1994) Nma 1975(A) World-Wide Excluding USA and Canada
9. Nuclear Causes Exclusion Clause
10. Asbestos Exclusion Clause
11. Radioactive Exclusion Clause (Reinsurance)
12. Political Risks Exclusion Clause
13. Terrorism Exclusion Clause
14. Terrorism Exclusion Clause For Contamination And Explosives
15. Electronic Date Recognition Clause EDRC (B)
16. Clarification Agreement
17. Transmission And Distribution Line Exclusion
18. Pollution / Contamination Exclusion Clause
19. Consequences arising out of the interruption of their business by acts of God, riot, civil commotions, insurrections, wars or any other causes beyond control or by strikes, lock-outs or industrial actions of whatever nature.



RELIANCE INSURANCE COMPANY (TANZANIA) LIMITED

P.O. Box 9826, Dar Es Salaam Tanzania

Tel: 2120088 / 89 / 90, Fax: 2112903 E-Mail: insure@reliance.co.tz

PERFORMANCE BOND

BOND REFERENCE NO: 202201180000607

BY THIS BOND M/S. MASASI CONSTRUCTION CO. LTD of P. O. BOX 9580, DAR ES SALAAM (hereinafter called "The Contractor") and the RELIANCE INSURANCE COMPANY (T) LIMITED OF P. O. BOX 9826, DAR ES SALAAM (called "The Surety") are held and firmly bound unto MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN of P.O. BOX 743, DODOMA (hereinafter called "The Employer") in the amount of TSHS. 647,255,925.80/= (TANZANIA SHILLINGS SIX HUNDRED FORTY SEVEN MILLION, TWO HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED TWENTY FIVE CENTS EIGHTY ONLY) for the payment of which sum will and truly be made, 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 written agreement with The Employer on or about JANUARY 2022 for PROPOSED CONSTRUCTION OF 3 STOREY MARTENITY BUILDING AT KITETE REGIONAL REFFERAL HOSPITAL (RRH) which is more particularly described in the said written contract which with all its covenants and conditions is hereby made a part of this Bond to all intents and purposes as though the said written contract had been incorporated herein.

NOW THEREFORE the condition of the foregoing obligation is such that if The Contractor shall well, truly and faithfully comply with all the terms, covenants and conditions of the said written contract, on its part to be kept and performed according to the tenor of the said written contract or if on default by The Contractor, the Surety shall satisfy and discharge damage sustained by The Employer subject to terms and conditions as per attached annexure up to the sum of TSHS. 647,255,925.80/= (TANZANIA SHILLINGS SIX HUNDRED FORTY SEVEN MILLION, TWO HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED TWENTY FIVE CENTS EIGHTY ONLY) then this obligation shall be null and void. Otherwise it shall remain in full force and virtue.

THIS BOND is executed by the Surety upon the following express conditions, which shall be the conditions precedent to the right of The Employer to recover hereunder:

The Surety shall be notified in writing by The Employer of any change, alteration or amendment to the execution of the said written contract made subsequent to the execution of this guarantee which may affect the rights and obligations of the surety under this guarantee within 14 days of the date of any such change, alteration or amendment and surety's approval thereto shall be obtained.

The Surety shall be notified in writing by The Employer of any non-performance or non-observance that shall have come to the knowledge of The Employer or his representative or representatives having supervision of the said written contract immediately but not later than 14 days from the date on which The Employer has first come to know of non performance or non-observance of terms of contract and a registered letter posted to the office of the Surety, at the postal address given above be the notice required within the meaning of this Bond and The Employer shall, in so far as it may be lawful, permit the Surety to perform the stipulations or provisions of the said written contract which The Contractor shall have failed to perform or observe.

THIS BOND shall exclude all liabilities caused directly or indirectly due to Acts of God /Force Majeure

The liability of the Surety shall cease on the date of practical completion of the contract or date of expiry (as mentioned below) whichever occurs earlier.

DATE OF COMMENCEMENT OF BOND : 11TH JANUARY 2022

DATE OF EXPIRY OF BOND : 10TH JANUARY 2023

NOTWITHSTANDING ANYTHING STATED HEREIN, THIS GUARANTEE ONCE EXPIRED IS CONSIDERED NULL AND VOID IRRESPECTIVE OF WHETHER OR NOT BOND IS RETURNED FOR CANCELLATION.

MASASI CONSTRUCTION CO. LTD.
BUILDING AND CIVIL ENGINEERING CONTRACTORS

P.O.Box 9580, Dar es Salaam. Head Office: Tel: 2185401, Mob: 0713 - 326972, 0787 - 888890
Fax: 2182770, E-mail: masasi.tz@gmail.com

REF. NO. MCC/BML/22/030

19th January, 2022

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

Dear Sir,

RE: PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERRAL HOSPITAL (RRH)

SUB: ORIGINAL ADVANCE PAYMENT GUARANTEE BG NO. 2022006, CONTRACTOR'S ALL RISKS POLICY NO. 202201180000619 AND PERFORMANCE BOND REF. NO. 202201180000607

Attached please find the following documents for above mentioned project:-

Original Advance Payment Guarantee No. BG No. 2022006 from Diamond Trust Bank of TShs. 970,883,222.65 (Tanzania Shillings Nine Hundred Seventy Million Eight Hundred Eight Three Thousand Two Hundred Twenty Two and Cents Sixty Five Only).

Original Contractors All Risks Policy No. 202201180000619 from Reliance Insurance Company (T) Limited Tanzania.

Original Performance Bond No. 202201180000607 from Reliance Insurance Company (Tanzania) Limited with validity of 10th January 2023

Kindly acknowledge receipt.

Yours faithfully,

MASASI CONSTRUCTION CO. LTD.


R.B. LADWA
DIRECTOR

C.C. MEKON ARCH CONSULTING LTD.



DIAMOND
TRUST
BANK

BG NO: 2022006

ADVANCE PAYMENT GUARANTEE

Beneficiary: Permanent Secretary,
Ministry of Health, Community Development, Gender, Elderly and
Children,
P.O Box 743,
Dodoma, Tanzania

Date: 11th January, 2022.

We have been informed that MASASI CONSTRUCTION CO. LTD of P.O Box 9580 Dar es Salaam (hereinafter called "the Contractor") has entered into Contract No. ME/007/2021-2022/HQ/W/17 for PROPOSED CONSTRUCTION OF THREE STOREY MATERNITY BUILDING AT KITETE REGIONAL REFERRAL HOSPITAL (RRH) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, an advance payment in the sum TZS 970,883,222.65 (Tanzanian Shillings Nine Hundred Seventy Million Eight Hundred Eighty Three Thousand Two Hundred Twenty Two and Sixty Five Cents Only) is to be made against an advance payment guarantee.

At the request of the Contractor, we DIAMOND TRUST BANK TANZANIA LIMITED of P.O. BOX 115, DAR ES SALAAM, TANZANIA having our registered office at Suite 901, 9th Floor, Harbour View Towers, Samora Avenue, Dar es Salaam, Tanzania, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of TZS 970,883,222.65 (Tanzanian Shillings Nine Hundred Seventy Million Eight Hundred Eighty Three Thousand Two Hundred Twenty Two and Sixty Five Cents Only) 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 the 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 TZS 0410662001 at DIAMOND TRUST BANK TANZANIA LIMITED.

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 10th July, 2022, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Board of Directors:
Karim Wissanji (Canadian)
(Chairman)
ffiq Dharamshi (Kenyan)
(Vice Chairman)
Uday Bhasin (Kenyan)
(Mrs) Nasim Devji (Kenyan)
Jolobia Dhala (Tanzanian)
Zahir Jivani (Tanzanian)
Affer Khawaja (Pakistani)
Xavier Lucas (French)

Diamond Trust Bank
Tanzania Limited
Head Office
Suite 901, 9th floor
Harbour View Towers
P.O. Box 115
Dar es Salaam, Tanzania

Tel: +255-22-221 8000

Swift Code: DTKETZTZ
www.dtbafrika.com

Masasi Construction Company Limited
Ministry of Health, Community Development, Gender, Elderly and Children.




DIAMOND
TRUST
BANK


BG NO: 2022006

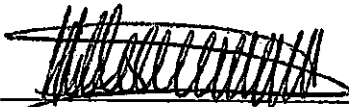
Notwithstanding anything to the contrary hereinabove our liability under this Guarantee shall be limited to TZS 970,883,222.65 (Tanzanian Shillings Nine Hundred Seventy Million Eight Hundred Eighty Three Thousand Two Hundred Twenty Two and Sixty Five Cents Only) and this guarantee shall remain in force up to 10th July, 2022. Unless a claim in writing is received by us on or before that date, we shall be released from all our obligation(s) hereunder irrespective of whether the original guarantee is returned to us or not.

SEALED with COMMON SEAL of the said
DIAMOND TRUST BANK TANZANIA LIMITED
And DELIVERED in our presence this 11TH
Day of JANUARY, 2022.

)
)
) SEAL
)

Signature : 
Name : Joseph Mabusi
Address : P.O. Box 115
Dar es Salaam
Qualification : Chief Finance Officer

Signature : 
Name : Dennis Rauya
Address : P.O. Box 115
Dar es Salaam
Qualification : Head of Retail Banking

Signature : 
Name : Ives Mlawi
Address : P.O. Box 115
Dar es Salaam
Qualification : Head of Legal & Company Secretary



Whereas the Insured named in the Schedule hereto has made to the

(hereinafter called "the Insurers") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurers' liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Insurers.

General Conditions

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufactures' recommendations.
4.
 - a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers.
 - d) Furnish all such information and documentary evidence as the Insurers may require;
 - e) Inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.

Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or

replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstance, the Insured is entitled to proceed with the repairs or replacement. The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in the case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute more than their retable proportion of any claim for such loss, damage or liability.

Section I – Material Damage

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Insurers shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and / or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and / or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

Provisions Applying to Section I

Memo 1 – Sums Insured: It is a requirement of this insurance that the sums insured stated in the Schedules shall not be less than

For item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, and materials or items supplied by the Principal;

For items 2 and 3: the replacement value of construction plant, equipment and construction machinery; shall mean the cost of replacement of the insured items by new items of the same kind and same capacity; and the Insured undertakes to increase or decrease the amounts of Insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Premium Adjustment: The sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured

in respect of freight and handling charges, customs duties and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the Insured as the case may be. Any increase or decrease in the Prime cost of material shall not be the subject matter of premium adjustment.

Memo 3 – Reinstatement of Sum Insured: In the event of loss or damage the insurance shall notwithstanding be maintained in force during the period of insurance for the sum Insured the Insured undertaking to pay a pro-rata additional premium the full amount of each claim for the loss of damage from the date of such loss to the expiry of the period of Insurance.

Memo 4 – Basis of Loss Settlement: In the event of any loss or damage the basis of any settlement under this Policy shall be

- a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and / or improvements shall not be recoverable under this Policy.

Memo 5 – Extension of Cover: Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Memo 6 – Construction Plant and Machinery: Loss or damage to Construction Plant Machinery excludes loss or damage directly caused by its own mechanical or electrical breakdown or derangement.

Memo 7 – Surrounding Property: Loss or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor(s) shall only be covered if occurring directly due to the erection construction of the items insured under Section I and happening during the period of cover, and provided that a separate sum therefor has been entered in the Schedule under Section I, items 4 for Principal's specified surrounding property.

This cover does not apply to construction / erection machinery, plants equipment.

Memo 8 – Major Peril: The major peril claims shall mean the claims arising out of: a) Earthquake – Fire & Shock b) Landslide / Rockslide / Subsidence c) Flood / Inundation, Storm / Tempest / Hurricane / Typhoon / Cyclone / Lightning or other atmospheric disturbances. e) Water damage for 'Wet' risk i.e. contract involving works in rivers, canals, lakes or sea.

Section I – Material Damage

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Insurers shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and / or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and / or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

Provisions Applying to Section I

Memo 1 – Sums Insured: It is a requirement of this insurance that the sums insured stated in the Schedules shall not be less than

For item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, and materials or items supplied by the Principal;

For items 2 and 3: the replacement value of construction plant, equipment and construction machinery; shall mean the cost of replacement of the insured items by new items of the same kind and same capacity; and the Insured undertakes to increase or decrease the amounts of Insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Premium Adjustment: The sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured

Section II – Third Party Liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the insured shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not),
- b) accidental loss or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
 - b) all costs and expenses incurred with the written consent of the Insurers,
- provided always that the liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section II

The Insurers will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
4. liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor (s) or the Principal (s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
 - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor (s), the Principal (s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Conditions Applying to Section II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deduction therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this section.

SCHEDULE

Name and Address of Insured:

MASASI CONSTRUCTION CO. LTD

P. O. BOX 9580

DAR ES SALAAM

- As Contractor

&

& MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT GENDER, ELDERLY AND CHILDREN

P.O. BOX 743

- As Principal

Title of Contract:

Title of Contract:
PROPOSED CONSTRUCTION OF 3 STOREY MARTENITY BUILDING AT KITETE REGIONAL REFFERAL HOSPITAL (RRH)

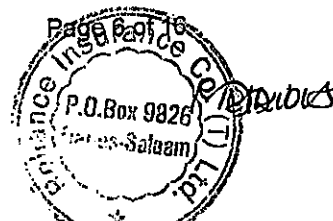
Site of Construction:

KITETE

Section I – Material Damage	<i>Insured Items</i>	<i>Sums Insured</i>	<i>Deductible</i>
	1. Contract Works (Permanent and temporary works, including all materials to be incorporated herein) 1.1 Contract Price 1.2 Materials or items supplied by the Principal(s) 2. Construction Plant and Equipment 3. Construction Machinery 4. Demolition & Clearance of debris 5. Surrounding Property	TSHS. 6,472,559,258.00	<i>Act of God Perils and collapse: 5% of claim minimum 2% of Sum Insured</i> <i>All Other perils: 5% of claim minimum Tshs.1,000,000/= for each and every loss</i>
	Total Sum Insured under Section I:	TSHS. 6,472,559,258.00	

Risk	Limits of Indemnity¹	Deductibles
Earthquake, Volcanism, tsunami Storm, cyclone, flood, inundation, landslide	TSHS. 6,472,559,258.00	<i>Act of God Perils and collapse: 5% of claim minimum 2% of Sum Insured</i>

¹Limit of indemnity in respect of each and every loss or damage and /or series of losses arising out of any one event



Section II – Third Party Liability	Insured Items	Limits of Indemnity ²	Deductibles
	1. Limit of Liability for Third Party Bodily Injury & Death 1.1 Any one person 2. Limit of Liability for Third Party Property Damage	TSH. 50,000,000.00	NIL 5% of claim Min. 250,000/=
	² Limit of indemnity in respect of any one accident or series of accidents arising out of one event	NIL	

Period of Insurance

From 11.01.2022– 17.00.2022 (Subject to no known or reported claims to date)

Maintenance period 12 Months

Deductibles: Act of God Perils and collapse: 5% of claim minimum 2% of Sum Insured
All Other perils: 5% of claim minimum Tshs.1,000,000/= for each and every loss

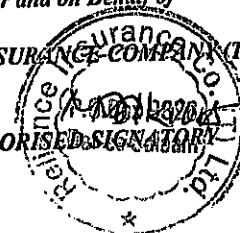
Incorporated in this Policy is Questionnaire and Proposal number. The following endorsements are attached to and form part of this Policy
WAR, POLITICAL RISK AND TERRORISM EXCLUSION CLAUSE
TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES
NUCLEAR ENERGY RISK EXCLUSION CLAUSE NMA 1975
ELECTRONIC DATE RECOGNITION CLAUSE
CLARIFICATION AGREEMENT
ASBESTOS EXCLUSION CLAUSE
RADIOACTIVE EXCLUSION CLAUSE
NUCLEAR CLAUSES EXCLUSION CLAUSE
ENDORSEMENT 001 – STRIKE, RIOT AND CIVIL COMMOTION
ENDORSEMENT 002 – CROSS LIABILITY
ENDORSEMENT 003 – MAINTENANCE VISITS
ENDORSEMENT 005 – SPECIAL CONDITIONS CONCERNING CONSTRUCTION AND/OR ERECTION TIME SCHEDULE – 4 WEEKS
ENDORSEMENT 008 – WARRANTY CONCERNING STRUCTURE IN EARTHQUAKE ZONES
ENDORSEMENT 102 – SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES
ENDORSEMENT 103 – EXCLUSION OF LOSS OR DAMAGE TO CROPS, FORESTS AND CULTURES
ENDORSEMENT 108 – CONSTRUCTION PLANT, EQUIPMENT AND MACHINERY
ENDORSEMENT 109 – WARRANTY CONCERNING CONSTRUCTION MATERIALS
ENDORSEMENT 110 – SPECIAL CONDITION CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION
ENDORSEMENT 112 – SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES
ENDORSEMENT 121 – SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS
THEFT CLAUSE
WATCHMAN WARRANTY

PREMIUM: TSHS. 9,266,034.15
VAT 18%: TSHS. 1,667,886.15
TOTAL AMOUNT: TSHS. 10,933,920.29

In witness whereof the Undersigned being duly authorized by the Insurers and on behalf of the Insurers has (have hereunto) set his (their) hand(s) 18th day of January, 2022

For and on Behalf of
RELIANCE INSURANCE COMPANY (T) LTD

AUTHORISED SIGNATORY



RELIANCE INSURANCE COMPANY (TANZANIA) LIMITED

ATTACHED AND FORMING PART OF POLICY NO: 202201180000619

WAR, CIVIL WAR, POLITICAL RISKS & TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;

Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

Any act of terrorism: For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3), and/or (4) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

TERRORISM EXCLUSION CLAUSE

The insurance provided under this Policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity," as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

A. "Terrorist Activity" shall mean any deliberate, unlawful act that:

1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;

- (b) hostage taking or kidnapping
 - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (g) the injuring or assassination of any elected or appointed government official or any government employee;
 - (h) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 2. influence, disrupt or interfere with any government related operations, activities or policies; intimidate, coerce or frighten the general public or any segment of the general public; or disrupt or interfere with a national economy or any segment of a national economy.

TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination missiles, bombs, grenades, explosives due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Insurer allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

ELECTRONIC DATE RECOGNITION CLAUSE EDRC (B)

Section 1

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or

any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado.

hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this Policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this Policy.

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE NMA 1975 (REINSURANCE) (1994) (WORLD-WIDE EXCLUDING USA & CANADA)

This policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers' Compensation & Employers' Liability) in respect of :-

- i) All property on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- ii) All Property on any site (including but not limited to the sites referred to in i) above) used or having been used for:-
The generation of nuclear energy; or
(b) The Production, Use or Storage of Nuclear Material.
- iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

- i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in i) to iii) above (including contractors' plant and equipment);
- ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of i) above;
Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination
However, the above exemption shall not extend to:-
 1. The provision of any insurance or reinsurance whatsoever in respect of:-
 - (a) Nuclear Material
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
 2. The provision of any insurance or reinsurance for the undernoted perils:-
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

In respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

CLARIFICATION AGREEMENT

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption of a deformation of the original structure.

Consequently the following are excluded from this Policy.

Loss of or damage to data or software, particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this contract shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of, resulting from, or in consequence of, or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity, provided that the loss or the losses are caused or contributed by the hazardous nature of asbestos.

RADIOACTIVE EXCLUSION CLAUSE

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this reinsurance does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

NUCLEAR CAUSES EXCLUSION CLAUSE

This insurance does not cover legal liability, loss (including consequential loss), damage, cost or expense caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material; nuclear fission or fusion; nuclear radiation; nuclear waste from the use of nuclear fuels or nuclear explosives or any nuclear weapon.

Definitions:

Nuclear material as defined in NMA 1975.

Nuclear fission means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

Nuclear fusion means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

Nuclear radiation means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

Nuclear waste as defined in NMA 1975.

Nuclear fuels means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

Nuclear explosives means an explosive involving the release of energy by nuclear fission or fusion or both.

Nuclear weapon means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

ENDORSEMENT 001 – COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOION (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot, and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof, the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance, the wilful act of any striker or locked-out worker performed in furtherance of strike or in resistance to a lock-out, the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

Provided that it is hereby further expressly agreed and declared that

all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against. The following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy if this Endorsement had not been made thereon.

Special Conditions

this insurance shall not cover

loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Insurers are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before disposition or during temporary dispossession.

This insurance shall not cover any loss or damage occasioned by or through or ion consequence, directly, of any of the following occurrences, namely
war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this conditions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured

This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination
The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.
The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

ENDORSEMENT 002 – COVER FOR CROSS LIABILITY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit,

fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of the once event the limit of indemnity stated in the Schedule.

ENDORSEMENT 003 - MAINTENANCE VISITS COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out or the purpose of complying with the obligations under the maintenance provisions of the contract.

ENDORSEMENT 005 – SPECIAL CONDITIONS CONCERNING CONSTRUCTION AND/OR ERECTION TIME SCHEDULE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance.

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

TIME SCHEDULE – 4 WEEKS**ENDORSEMENT 008 – WARRANTY CONCERNING STRUCTURE IN EARTHQUAKE ZONES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

ENDORSEMENT 102 – SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.