

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



KILIMANJARO REGIONAL REFFERAL HOSPITAL-MAWENZI

CONTRACT No.AE/0001/2021/22/NC/9

**Contract for Provision Of Labour force for
Renovation of ICU**

**at Kilimanjaro Regional Referral Hospital -
Mawenzi.**

**LOCAL FUNDI
MTOI ISSA KIPESHA
P.O.BOX 6785
MOSHI**

DECEMBER 2021

Form of Contract Agreement

This Agreement, made the day of...14th February, 2022... between KILIMANJARO REGIONAL REFERRAL HOSPITAL, P.O.BOX 3054 Moshi (hereinafter called "the Employer") and MTOI ISSA KIPESHA. P.O.BOX 6785 Moshi. (Hereinafter called "Local fundi") of the other part.

Whereas the Employer is desirous that the local fundi provide labour force for Renovation of ICU. Contract. AE/0001/2021/22/NC/9. (Hereinafter called "local fundi") and the Employer has accepted the quote by the local fundi **For Provision of Labour Force for Renovation of ICU** at Kilimanjaro Regional Referral Hospital - Mawenzi, for the contract price of the equivalent of (Tshs.25,140,000/=) Twenty Five Million One Hundred Forty Thousand (hereinafter called "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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. In consideration of the payments to be made by the Employer to the local fundi as hereinafter mentioned, the local fundi hereby covenants with the Employer to execute and complete the Works in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the local fundi in consideration of the execution and completion of the Works wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

THE EMPLOYER

Name: EDNA-JOY MUNISI

Position: MEDICAL OFFICER IN CHARGE.

KILIMANJARO REGIONAL REFERRAL HOSPITAL- MAWENZI

Mawenzi Regional Referral Hospital
P. O. Box 3054, Moshi

.....
(Signature)

Name: ROSE MAUFI

Position: HEALTH SECRETARY

KILIMANJARO REGIONAL REFERRAL HOSPITAL- MAWENZI

.....
(Signature)

LOCAL FUNDI (Employee).

Name: William Mtei Issa Kipecha
SIGNATURE: [Signature]
Position: FUKA
Date: 23/02/2021

Name: EMANUEL NABAR
SIGNATURE: [Signature]
Position: FUKA
Date: 23/12/2021

IN PRESENCE OF

Name: KISSA REMMY NYIRO

Position: LEGAL OFFICER

KILIMANJARO REGIONAL SECRETARIAT

[Signature]

(Signature)

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



MAWENZI RRH,
P.O.BOX 3054,
MOSHI.

20/12/2021

M/S MTOI ISSA KIPESHA
P.O.BOX 6785
MOSHI.

RE: LETTER OF ACCEPTANCE/AWARD

We refer to your Quotation opened on 03/12/2021 for **Provision of Labour Force for Renovation of ICU at Kilimanjaro Regional Referral Hospital- Mawenzi .**

This is to notify you that your quote dated 30/11/2021 for **has been accepted.**

The sum will be payable to you during execution and completion of the work as per contract. Contract shall be fixed price and rate.

You are required to arrange to sign the contract in Kilimanjaro Regional Referral Hospital at the Medical Officer In charge office after (4) Four days from the date you received this letter.

Please acknowledge receipt by signing and returning the attached duplicate copy of this letter.


.....
EDNA-JOY MUNISI

MEDICAL OFFICER INCHARGE

Kilimanjaro Regional Referral Hospital - Mawenzi

The Medical Officer i/c.
Mawenzi Regional Referral Hospital
P.O. Box 3054, Moshi

Received by: MTOI ISSA KIPESHA
.....

X/Munisi
.....(Signature)

Date: 21/12/2021
.....

Kilimanjaro Regional Referral Hospital - Mawenzi

MINUTES OF THE NEGOTIATION ON THE PROVISION OF LABOUR FORCE FOR CONSTRUCTION OF ICU ATKILIMANJARO REGIONAL REFERRAL HOSPITAL- MAWENZI. 14/12/2021

Agenda

1. Opening
2. Recommendations of negotiation plan
3. Discussion of the negotiation plan
4. Closing

Agenda No. 1 Opening

At around 12:54 Pm the chairman opened the meeting by welcoming members to introduce themselves and briefed members on the negotiation for Renovation of Ward 1 to be ICU.

Agenda No.2 Establishing Negotiation Plan

Members of negotiation team recommended the issues to be discussed such as, price, delivery time, Specifications of Requirement and payment mode. The negotiation plan has been approved as per regulation 227 of GN No 446 of 2013.

Agenda No. 3 Discussion Of The Negotiation Plan

Members of negotiation team discussed in details about the issue as follows:

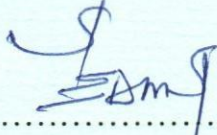
It was agreed that epoxy floor materials which will be supplied and applied by supplier worth 3,020,000 should be removed from the total quoted value by local fundi which was Twenty Eight Million Seven Hundred Sixty Thousand (28,760,000) again local fundi discounted the whole work by Tanzanian shillings Six Hundred Thousand (600,000) Thus the total contract sum will be Tanzania Shillings Twenty Five Million One Hundred Forty Thousand Only (*Tsh. 25,140,000*)

Delivery time; It was agreed that working time for the project shall be within Three Months (3months) after signing of the contract.

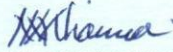
Payment mode; It was agreed payment shall be made after successful delivery of all items from the Supplier.

Agenda No. 4 Closing

The Chairman of negotiation team closed the meeting at 13:31 Pm.



.....
QS EDWARD MAJENGO
For MAWENZI RRH



.....
MTOI ISSA KIPESHA
LOCAL FUNDI

Date 14/12/2021

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



MAWENZI RRH,
P.O.BOX 3054,
MOSHI.

13/12/2021

M/S MTOI ISSA KIPESHA
P.O.BOX 6785
MOSHI.

REF: LETTER OF INTENT FOR PROVISION OF LABOUR FORCE FOR RENOVATION OF ICU.

We refer to your tender opened on 03rd /12/2021

Kilimanjaro Regional Referral Hospital tender board on its meeting held on 10th /12/2021 considered your application and found to be acceptable.

The recommendations were scrutinized and agreed that the contract be awarded to you in accordance to instruction to tender clause 13.

Kilimanjaro Regional Referral Hospital intends to award you contract for the above mentioned work, therefore we invite your duly authorised representative with identity card authorizing him/her to commit your company to tender negotiations that shall be held on Tuesday 14th December 2021 at 10:30 hours local time in the RRHMT conference at Kilimanjaro Regional Referral Hospital in Moshi.

Please acknowledge receipt of this letter and confirm your participation in the pre contract negotiation meeting on the proposed date and time.

The Medical Officer i/c.
Mawenzi Regional Referral Hospital
P.O. Box 3054, Moshi

Be guided accordingly

A handwritten signature in blue ink, appearing to be 'Edna Joy Munisi'.

EDNA JOY MUNISI

MEDICAL OFFICER INCHARGE

Kilimanjaro Regional Referral Hospital - Mawenzi

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
1	DEMOLITION AND ALTERATION				
	Carefully remove existing roofing including mangalore tiles and purlin (approximately 419 square metre)		item		
	Carefully demolish existing 150mm thick blockwall (approximately 13 square metre)		item		
	Carefully remove existing door panel with frames overall size 800x2100mm In 7Nr		item		
	Carefully remove existing door panel with frames overall size 900x2100mm In 6Nr		item		
	Carefully remove existing door panel with frames overall size 1400x2100mm In 2Nr		item		
	Carefully remove existing door panel with frames overall size 1750x2900mm In 1Nr		item		
	Carefully remove existing timber framed window, steel casement overall size 570x700mm In 7Nr		item		
	Carefully remove existing timber framed window, steel casement overall size 2120x700mm In 1Nr		item		
	Carefully remove existing timber framed window, steel casement overall size 1060x1300mm In 3Nr		item		
	Carefully remove existing timber framed window, steel casement overall size 1060x1900mm In 22Nr		item		
	Total Demolition carried to summary				2,200,000/=

 03/12/2021



Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
10	PLUMBINNG & SANITARY INTALLATION (PROVISIONAL)				
	Tee connector 3/4"	8	pcs		
	Connector 3/4"	4	pcs		
	IPS pipe 1/2"	12	pcs		
	Elbow 1/2" IPS	18	pcs		
	Socket 1/2" IPS	8	pcs		
	Tee 1/2" IPS	24	pcs		
	IPS nipple 1/2"	20	pcs		
	IPS nipple 3/4"	12	pcs		
	IPS reducing bush 3/4" - 1/2"	5	pcs		
	IPS Union 3/4"	8	pcs		
	Angle valve 1/2"	12	pcs		
	Bib tape pex 1/2"	7	pcs		
	Stop cork pex 1/2"	3	pcs		
	Stop cork pex 3/4"	3	pcs		
	Thread seal tape	10	pcs		
	Pvc 1 1/2" pipe	4	pcs		
	Pvc 1 1/4" pipe	2	pcs		
	Pvc pipe 4" class C	4	pcs		
	Pvc bend 4"	7	pcs		
	Pvc bend 1 1/2"	7	pcs		
	Pvc tee 1 1/4"	12	pcs		
	Pvc tee 1 1/2"	8	pcs		
	Pvc tee 4"	4	pcs		
	Pvc bend 1 1/4"	4	pcs		
	Pvc bend with cleaning eye 4"	4	pcs		
	Pvc plug 1 1/4"	6	pcs		
	Pvc plug 1 1/2"	4	pcs		
	Non - trap 1 1/2"	2	pcs		
	Tangit	2	Tin		
	Pvc socket with Female threads 1 1/4"	8	pcs		
	Pvc socket with Female threads 1 1/2"	4	pcs		
	Flexible pipe 1/2"	12	pcs		
	Wc squatting complete with P trap - Asian	5	pcs		
	Wc High level complete with all necessary fittings	2	pcs		
	Toilet paper holder	7	pcs		
	Toilet shower (shataf)	2	pcs		
	Shower rose	3	pcs		
	PVC clamp -4"	12	pcs		

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
	Hand wash basin 510x400mm complete with fittings, 6" levers operating for elbow control and its accessories	5	pcs		
	Shower rose complete with stand and mixer (chrome)	3	pcs		
	Sluice sink complete with pilar tape and all necessary accessories as per approved	2	pcs		
	Mirror 500x600mm	5	pcs		
	subtotal				
	labour				2,260,000/=
	Total plumbing carried to summary				

TOTAL: 28,760,000/=



03/12/2021



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
2	SUBSTRUCTURE				
	50mm blinding (1:4:8), Concrete in trenches 690x230mm, 100mm slab, ramp (1:3:6), 1000x1000mmx230mm footing, 230x230mm column - (1:2:4), 230mm foundation wall with mortar (1:4)				
	Murram, 4.5m ³ lorry	1	Trips		
	Stones	2	m3		
	Aggregate -1/2"	8	m3		
	Sand , 4.5m ³ lorry	7	m3		
	Cement 42.5N, 50 kg	48	Bag		
	Electric machine vibrated block (6"x9"x18")	454	pcs		
	Polythene sheet 1.9m wide	6	m		
	Aldrin solution, 1ltr in 80ltrs of water	1	ltrs		
	Reinforcement bars high tensile				
	8mm diametre bars, 12m long	1	pcs		
	12mm diametre bars, 12m long	3	pcs		
	16mm diametre bars, 12m long	3	pcs		
	Binding wire	2	kg		
	Formwork				
	1"x6" untreated timber	62	ft		
	2"x3" untreated timber	16	ft		
	75mm mirunda, 4metre	4	pcs		
	Nails-3"	1	Kg		
	Nails-4"	1	kg		
	subtotal				
	labour				1,200,000/=
	Total substructure carried to summary				

(Signature)

03/12/2021

(Signature)

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
3	WALLS, COLUMN AND BEAMS				
	230x230mm column, 150x230mm beam - (1:2:4), 150mm, 150mm thick walls with mortar (1:4)				
	Electric machine vibrated block (6"x9"x18")	723	pcs		
	Aggregate -1/2"	3	m3		
	Sand	4	m3		
	Cement 42.5N, 50 kg	27	Bag		
	Bitumen paper, 1x10m long	1	roll		
	Reinforcement bars high tensile				
	8mm diameter bars, 12m long	18	pcs		
	12mm diameter bars, 12m long	14	pcs		
	16mm diameter bars, 12m long	4	pcs		
	Binding wire	8	kg		
	Formwork				
	1"x8" untreated timber	48	ft		
	1"x9" untreated timber	48	ft		
	2"x2" untreated timber	110	ft		
	1"x10" untreated timber	284	ft		
	2"x2" untreated timber	218	ft		
	75mm mirunda, 4metre	10	pcs		
	Nails-3"	8	Kg		
	Nails-4"	6	kg		
	Nails-5"	4	kg		
	subtotal				
	labour				1,500,000/=
	Total Frame and wall carried to summary				

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03/12/2021

Thomas Zindore

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
5	WINDOWS				
	Supply and fix Aluminium windows, 2mm thick frame, 5mm clear glass (Tinted half), Mosquito gauze and its iron mongeries				
	570x700mm high	4	Pcs		
	790x700mm high	2	Pcs		
	2120x700mm high	1	Pcs		
	850x1300mm high	1	Pcs		
	1060x1300mm high	2	Pcs		
	1060x700mm high	1	Pcs		
	1060x1900mm high	18	Pcs		
	1500x1900mm high	2	Pcs		
	Supply and install frameless 10mm toughness glass				
	Window overall size 1500x1900mm high	3	pcs		
	Total Windows carried to summary				

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
6	ROOFING AND ROOF STRUCTURE				
	Roof covering				
	28gauge IT 5 resincoated sheet	592	m		
	Hips & ridge 28gauge 3 Metre	20	pcs		
	Valley 28gauge 3 Metre	6	pcs		
	IT Screws	30	kg		
	Treated softwoods (Provisional)				
	Tie beams, Rafters, 2"x6"	389	ft		
	Struts 2"x4"	233	ft		
	Purlin 2"x3"	2278	ft		
	Fascia board 1" x 10"	439	ft		
	Nails-2"	2	Kg		
	Nails-3"	10	Kg		
	Nails-4"	20	kg		
	Nails-5"	20	kg		
	Gutters				
	Upvc 150mm half round (6m long) -5"	13	pcs		
	Upvc 100mm diam.down pipe; class B	5	pcs		
	Pvc outlet	5	pcs		
	Pvc bend 90'	5	pcs		
	Pvc bend 45'	10	pcs		
	Gutter support bracket	195	pcs		
	Gutter Clamp 3"	15	pcs		
	Connector/reducer	20	pcs		
	Corner outlet	10	pcs		
	Conner inner	6	Box		
	subtotal				
	labour				3,500,000/-
	Total Roofing and Roof structure to summary				



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03/12/2021

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Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
7	FINISHING				
	Floor screed 32mm thick (1:3)				
	Sand , 4.5m ³ lorry	3	trips		
	Cement 42.5N, 50 kg	83	Bag		
	300x300x8mm, ceramic floor tiles - Ex India	38	m2		
	450x450x8mm, non slippery Porcelain floor tiles - Ex India	51	m2		
	Skirting (600mm long) - Ex India	43	pcs		
	Grout , 5kg	15	kg		
	Spacer	5	Pkt		
*	Supply and lay Non Slippery Epoxy floor finish (ICU)	151	m2		
	20mm thick Plaster , Rendering (1:4),				
	Sand , 4.5m ³ lorry	2	trips		
	Cement 42.5N, 50kg	51	Bag		
	White cement, 50kg	4	Bag		
	Gypsum powder	8	Bag		
	Sand paper Soft	2	Roll		
	Sand paper hard	2	Roll		
	200x300x6mm, wall tiles - Ex India	198	m2		
	Grout	18	kg		
	Suspended Ceiling				
	Gypsum board, 9mm thick Ex- Thailand	82	pcs		
	Gypsum cornice (plain)	66	pcs		
	Gypsum screws -1.25" 800pcs/box	8	Box		
	Gypsum powder	24	bag		
	Fibre tape	15	pcs		
	Treated softwood, 2"x2"	1678	ft		
	Treated softwood, 2"x3"	1678	ft		
	Nails 3"	15	kg		
	Nails 4"	20	kg		
	subtotal				
	labour				11,500,000/=
	Total finishing carried to summary				


 03/12/2021
 03/12/2021

Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
8	PAINTING AND DECORATION				
	Emulsion paint - 20Ltrs	21	Bkt		
	Weather guard Paint - 20Ltrs	3	Bkt		
	Silk paint - 20Ltrs	4	Bkt		
	Primer paint - 20Ltrs	3	Bkt		
	Solvent - 5Ltrs	4	Tin		
	Brush 3"	8	pcs		
	Brush 4"	6	pcs		
	Roller	4	pcs		
	Sand paper soft	4	roll		
	Sand paper hard	2	roll		
	Gloss paint -4Ltrs	3	Tin		
	Bitumen paint -4Ltrs	3	Tin		
	subtotal				
	labour				1,200,000/=
	Total painting carried to summary				


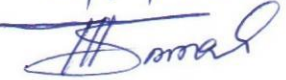


03/12/2021



Renovation of existing building for ICU at Mawenzi Referral Hospital

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT (TSH)
9	ELECTRICAL INSTALLATION (PROVISIONAL)				
	Single flourescent fitting	16	pcs		
	Double flourescent fitting	12	pcs		
	Double switch socket	18	pcs		
	Main switch 6Ways, with intergral RCD	1	pcs		
	Single core wire 1.5sqmm - Red	4	Roll		
	Single core wire 1.5sqmm - Black	4	Roll		
	Single core wire 1.5sqmm - Green	4	Roll		
	Single core wire 2.5sqmm - Red	3	Roll		
	Single core wire 2.5sqmm - Black	3	Roll		
	Single core wire 2.5sqmm - Green	3	Roll		
	Ceiling fan, approved National or equal	4	pcs		
	10mmsq cable	30	m		
	3gang one way switch	2	pcs		
	2gang two way switch	6	pcs		
	1gang one way switch	9	pcs		
	20A DP switch	2	pcs		
	Lan Socket	4	pcs		
	Gypsum light complete with energy saver 9W	6	pcs		
	Earth rod approved copper not less than 1200mm	1	pcs		
	Earth wire 4sqmm	30	m		
	Plastic clips	80	Box		
	Conduit pipe	150	pcs		
	Square box metal	17	pcs		
	Double box metal	18	pcs		
	Round cover	100	pcs		
	Round box	40	pcs		
	Junction box	60	pcs		
	Elbow	50	pcs		
	Conduit coupling	50	pcs		
	Fine screws	3	pkt		
	Plastic clips 22mm	6	Box		
	Telephone socket outlet	3	pcs		
	Air Condion				
	Supply and install LG or equal and approved Air Condition with all necessary accessries - BTU 18000 to theatre and Delivery rooms	4	pcs		
	subtotal				
	labour				2,400,000/=
	Total electrical carried to summary				


 03/12/2021

 03/12/2021

SECTION IV: GENERAL CONDITIONS OF CONTRACT

SECTION- I

GENERAL CONDITIONS OF CONTRACT

Clause 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in **Clause 6** of these Conditions of Contract.

Clause 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

The Client means the Government Entity procuring the services as named in the Contract.

Service Provider means the person or persons or firm whose quotation has been accepted by the Client.

Service means the Service to be provided in accordance with the contract.

Clause 3: Instructions

Instructions given by the Client shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the **SP** shall comply with such instruction. Within a period of **7 days**, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

Clause 4: Language

All notices, instructions, correspondence or any other written documentation concerning the contract shall be specified in the Special Conditions of Contract (SCC).

Clause 5: Applicable Law

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

Clause 6: Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

- i) Form of Agreement;
- ii) Letter of Acceptance;
- iii) Quotation Submission Form;
- iv) Special Conditions of Contract;
- v) General Conditions of Contract;
- vi) Drawings if any;
- vii) Statement of Requirements and Schedule of Prices; and
- viii) Any other document forming part of the contract (such Minutes of clarifications, anti-bribery memorandum).

Clause 7: Execution of the Contract.

The **SP** shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The **SP** shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

Clause 8: Sub-contracting

The **SP** shall not sub-contract the whole or part of the work under this contract without prior written approval of the Client. Such approval shall not relieve the **SP** from any liability or obligation under the contract and the **SP** shall be responsible for default or negligence of any of the sub-contractor(s).

Clause 9: Supervision of Services by Service Provider

The **SP** shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the **SP** to correct the situation.

Clause 10: Inspection

The Client or his authorized representative has the right to inspect the services and the **SP** shall provide reasonable assistance for the same as and when required by the Client.

Clause 11: Rejected Services

Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the **SP** shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.

Clause 12: Insurances

The **SP** shall provide, in the joint names of the Client and the **SP**, insurance cover for loss, or damage, theft and other related situation to Client's office, equipment, plant, and materials that may be caused by

negligence of the staff of the **SP**. The **SP** shall also provide insurance cover for compensation of personal injury or death of the employee of the **SP** while they are at work.

Clause 13: Liabilities of the Service Provider

The **SP** shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.

Clauses 14: Force Majeure

14.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **SP** shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the **SP** and not involving the **SP's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

14.3 If a Force Majeure situation arises, the **SP** shall promptly notify the Client in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Client in writing or in electronic forms that provide record of the content of communication, the Client shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.4 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be born by both the Client and the **SP**.

Clause 15: Quality of Service and Workmanship

All services and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Clients instructions and subjected to such tests as the Client may require.

Clause 16: Access to Materials

The **SP** shall identify all sources of materials required for works prior to the commencement of the services. The Client shall where required facilitate access to such sources. The **SP** shall not use materials designed under this contract without prior written authorization of the Client.

Clause 17: Exit of Site

Upon completion of the services the **SP** shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.

Clause 18: Health and Safety and Protection of the Environment.

The **SP** shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The **SP** shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

Clause 19: Commencement and Completion of Service.

The **SP** shall commence and complete the services within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Client.

Clause 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the **SP** accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the **SP**.

Clause 21: Payments

21.1 Advance Payment

An advance payment of the percentage specified in the **SCC** of contract value may be provided upon submission of acceptable collateral as specified in the **SCC**. This advance payment will be deducted in equal installments against each bill submitted by the **SP**, and shall be wholly recovered.

21.2 Interim Payments

Payments will be made to the **SP** monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. With each Invoice, retention money of amount stated in the **SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released within the period specified in the **SCC**.

The amount due to the **SP** under any Invoice shall be paid by the Client to the Services Provider within the time specified in the **SCC** after submission of Invoice by the **SP**.

21.3 Final Payment

The Final Invoice shall be affected within 28 working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.

21.4 Delayed Payments

If the Client fails to make payment within the time stated the Client shall pay to the **SP** interest at the rate stated in the **SCC**.

21.5 Deductions to Payments

The Client shall be entitled to deduct any sums, advances or debts recoverable from the **SP** to the Client from any sums payable by the

Client to the **SP** under this contract provided that this provision shall not affect any other remedy by action at law or otherwise by which the Client may be entitled to the recovery of any such moneys.

21.6 Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold payments from the **SP**. The Client shall make use of such withheld payments to pay the **SP's** workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the **SP** under this contract.

Clause 22: Liquidated Damages

If the **SP** fails to perform the services within the time stated in the contract or within any extended time allowed for by the Client the **SP** shall pay to the Client as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

Clause 23: Settlement of Disputes

- 23.1 If disputes arise they shall be settled by mutual discussions. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party shall refer the dispute in writing or in electronic forms that provide record of the content of communication to the adjudicator with a copy to the other party.
- 23.2 The Adjudicator stated in the **SCC** shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
- 23.3 The Adjudicator shall be paid by the hour at the rate specified in the **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Client and the **SP**, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision will be final and binding.
- 23.4 Should the Adjudicator resign or die, or should the Client and the **SP** agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Client and the **SP**. In case of disagreement between the Client and the **SP**, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within fourteen (14) days of receipt of such request.
- 23.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this Clause, shall be finally settled by arbitration.

Arbitration may be commenced prior to or after rendering the services under the Contract.

23.6 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

23.7 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Client shall pay the **SP** any monies due the **SP**.

Clause 24: Termination of Contract

24.1 If the **SP** fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new **SP** to provide the Service.

24.1 If the Client fails to pay the **SP** within 60 days of the date of the submission of claim by the **SP**, the **SP** may terminate the contract

Clause 25: Payment if Contract Terminated

If the contract is terminated, the **SP** shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the **SP**, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this clause the Client shall be entitled to be credited with any outstanding balances due from the **SP** for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the **SP** in respect of the provision of the services.

Clause 30: **Assignment**

The **SP** shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Client.

Clause 31: **Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Clause 32: **Change of Laws and Regulations**

If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract

price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

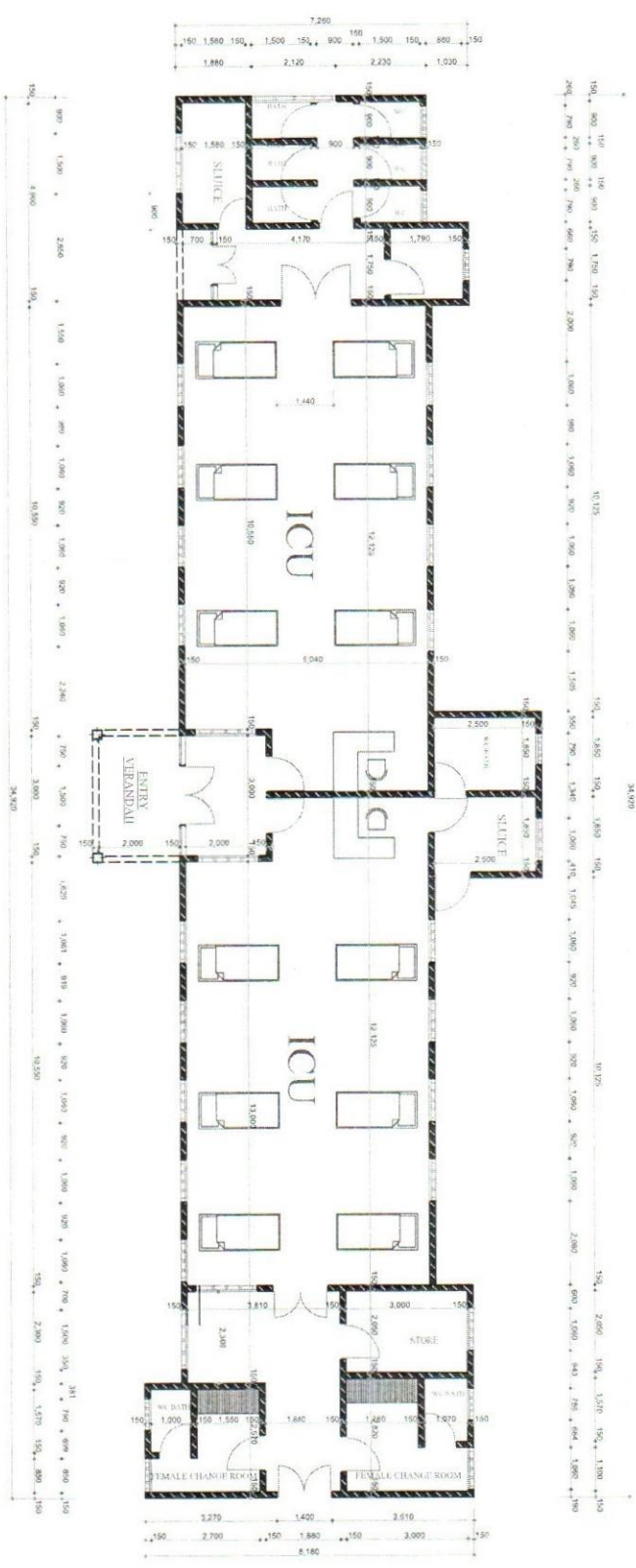
SPECIAL CONDITIONS OF CONTRACT

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: <i>English</i>
2	19.0	Contract start date: after signing the contract
3	19.0	Time for completion is [.....] from the contract start date.
4	21.1	Advance payment (if applicable) is [<i>Insert percentage</i>] of contract price. N/A Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
5	21.2	Percentage of retention money: [<i>Insert percentage</i>] of value of claim for that month. N/A Such retention money will be released within [<i>insert period</i>] after the completion of the contract. The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within [<i>insert period</i>] after submission of Invoice by the SP . N/A
6	21.4	If the Client fails to make payment within [<i>insert period</i>] the Client shall pay to the SP interest at the rate [<i>insert rate of interest</i>] N/A
7	23.2	The Adjudicator shall be [<i>Advised</i>]
8	23.3	Rate of the Adjudicator fees shall be [<i>Negotiation</i>] Types of reimbursable expenses shall be [<i>N/A</i>]
9	23.4	Appointing Authority for the Adjudicator [<i>NCC</i>]
10	23.6	Arbitration institution shall be [<i>Advised</i>] Place for carrying out Arbitration [<i>Moshi Municipal</i>]

SECTION VI: DRAWINGS

RENOVATION



GROUND FLOOR PLAN

GENERAL NOTES

- 1 ALL FOUNDATION TO COMPLY TO CURRENT UNIFORM BUILDING STANDARDS
- 2 ALL DIMENSIONS ARE IN MM. ALSO VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE COMMENCEMENT OF WORK. NOTIFY THE DESIGNER IMMEDIATELY OF ANY DISCREPANCY OR VARIATIONS
- 3 VERIFY ROUGH OPENINGS AND FRAMING REQUIREMENTS PRIOR TO FRAMING
- 4 INTERIOR OF HOUSE IS TO BE PAINTED WHITE WITH 75mm OAK BASE BOARD, 100mm OAK WALKING OR BEANSK EATING
- 5 ALL EXTERIOR WALL ARE TO BE 150mmx450mm AND INTERIOR NON LOAD BEARING WALLS ARE TO BE 100mmx450mm UNLESS OTHERWISE SPECIFIED
- 6 ROOFING SYSTEM IS TO BE ENGINEERED TRUSS OVER BRICK WALLS TO BE 600mm IN EAVES
- 7 ROOFING IS TO BE HAVY TILES. STRUCTURAL STANDING ROOF SYSTEM
- 8 ALL BUILDING MATERIALS APPLICATION IS TO MEET ALL LOCAL CODE REQUIREMENTS

REV	First Issue	Description

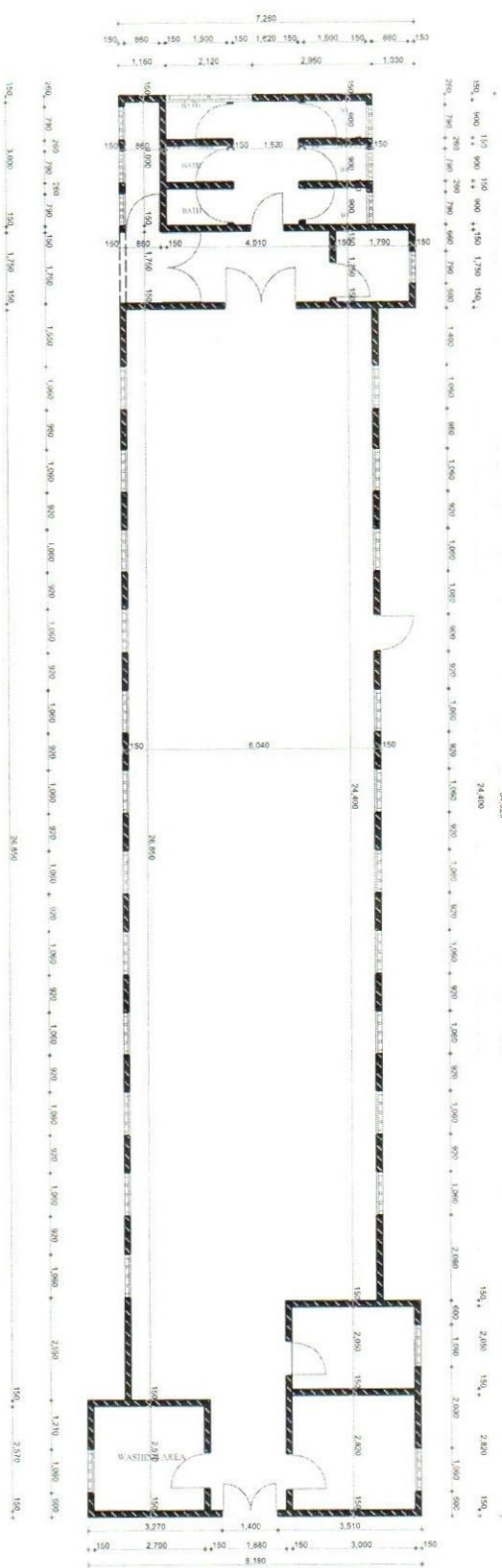
Consultancy
 Client
 Mawenzi Referral Hospital

Project Title:
 RENOVATION OF EXISTING BUILDING FOR ICU AT MAWENZHI REFERRAL HOSPITAL

Datara description:

GROUND FLOOR PLAN	
Drawing No	GMW/14/2
Drawing Scale	1:150
Drawn By	G. Mawenzi
Checked By	G. Mawenzi
Issue Date	Nov 2011

Renovation



GROUND FLOOR PLAN

GENERAL NOTES

1. ALL FOUNDATION TO COMPLY TO CURRENT URBAN BUILDING STANDARDS
2. ALL DIMENSIONS ARE IN MM. ALSO VERIFY ALL DIMENSIONS ON SITE. NOTIFY THE DESIGNER IMMEDIATELY OF ANY DISCREPANCY OR VARIATIONS
3. VERIFY ROUGH OPENINGS AND FRAMING REQUIREMENTS PRIOR TO FRAMING
4. INTERIOR OF HOUSE IS TO BE PARTED WHITE WALLS AND CEILING. INTERIOR DOORS TO BE WHITE. ALL JOINTS AND CORNERS TO BE BEANSKCELLING
5. ALL EXTERIOR WALL ARE TO BE 150mmx450mm AND INTERIOR NON LOAD BEARING WALLS ARE TO BE 100mmx300mm. ALL EXTERIOR WALLS TO BE ENGINEERED TRUSSES OVERHANG IS TO BE 800mm AT ALL EAVES.
7. ROOFING IS TO BE HAVETILES. STRUCTURAL STANDING ROOF SYSTEM
8. ALL BUILDING MATERIALS APPLICATION IS TO MEET ALL LOCAL CODE REQUIREMENTS.

ENV. Features	
Description	

Consultancy

Client

MAWENZI REFERRAL HOSPITAL

Project Title

EXISTING

Drawings Description

GROUND FLOOR PLAN

Drawings No	Quantity
Drawing Scale	1:150
Drawn by	Consultant
Checked by	Consultant
Issue Date	

MTOI ISSA KIPESHA

NAME, ADDRESS AND WORKING PLACE

A) PERSONAL PARTICULARS

Surname	: Kipesha
Middle Name	: Issa
First Name	: Mtoi
Date of birth	: 1 th July, 1983
Place of birth	: Moshi-Tanzani
Sex	: Male
Nationality	: Tanzanian

B) Contact address

Postal address	P.O. Box 6785, MOSHI - KILIMANJARO
Mobile Phone	+255 7163418855, +255622227875

C) WORKING OFFICE

Majengo, Malenga Street Near Samaria Primary School

LEVEL OF EDUCATION, EXPERIENCE AND REFERENCE PICTURES

A) LEVEL OF EDUCATION

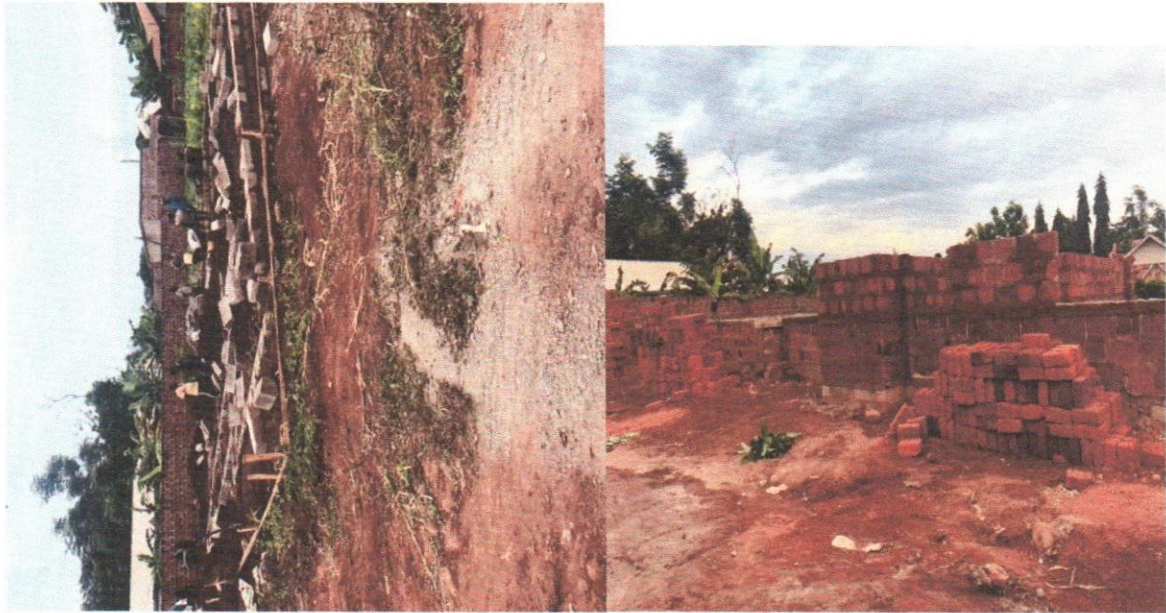
NO	LEVEL
1	PRIMARY SCHOOL
2	FORM 1 TO FORM 4
3	CERTIFICATE IN CONSTRUCTION FOUNDATION AND WALLING
4	CERTIFICATE IN FINISHING WORKS
5	CERTIFICATE IN PERFORMING STEEL FIXING
6	CERTIFICATE IN BUSINESS SKILLS

B) EXPERIENCE

LIST OF WORKS

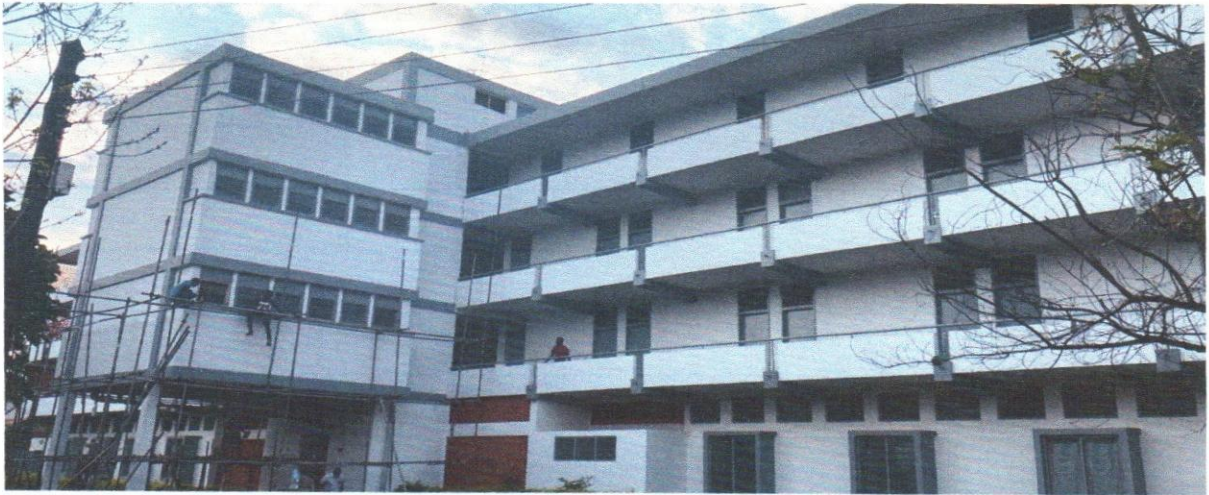
NO	NAME OF COMPANY	DETAILS	NAME	CONTACTS	LOCATION
1	KCMC DERMATOLOGY	MOSQUE BUILDING	DR MAVURA	0754438019	MOSHI
2	KCMC DERMATOLOGY	OFFICE BUILDING	DR MAVURA	0754438019	MOSHI
3	PERSONAL HOUSE	HOUSE BUILDING	EMANUEL	0713418855	MOSHI, KIBOSHO
4	KCMC	THEARTER RENOVATION	DR AWILINA	0754804955	MOSHI
5	KCMC	WARD RENOVATION	DR AWILINA	0754804955	MOSHI

C) PICTURES









LIST OF TOOLS, NUMBER OF WORKERS

A) LIST OF TOOLS

NO	NAME
1	MEASURING TAPE
2	HAMMER
3	WHEELBARROW
4	LADDER
5	SPADE
6	CROWBAR
7	SPIRIT LEVEL
8	TROWEL

9	PICKAXE
10	HAND SAW etc

B) NUMBER OF WORKERS

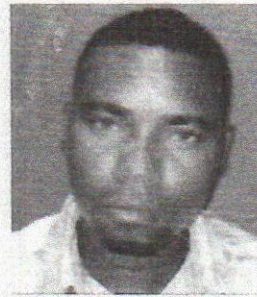
40 WORKES

I **MTOI ISSA KIPESHA**, undersigned hereunder declare that the information given is correct and well describes my details.


.....

Last update: 26/11/ 2021

VOCATIONAL EDUCATION AND TRAINING AUTHORITY



No. 02393

Vocational Certificate of Competence

(Issued under the Authority of the Vocational Education and Training Board)

This is to Certify that MTOI ISSA KIPESHA

Registration number 07/RPL/MB/2017OCT/010 **of** KILIMANJARO

Has achieved competency and was awarded this certificate in the following Modules:

MB 104: CONSTRUCTING FOUNDATION AND WALLING

MB 204: FINISHING WORKS

MB 305: PERFORMING STEEL FIXING

BS 300: BUSINESS SKILLS

Regional Director

22ND DECEMBER, 2017

Date of Issue

Principal

Bid-Securing Declaration

Date: *03/12/2021* [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]

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

To: [insert complete name of Procuring Entity]

KILIMANSARO REGIONAL REFERRAL HOSPITAL - MAKHEAZI
We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of **Two (2) years** starting from date of Tender opening, 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) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

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 Bidder; or (ii) twenty-eight (28) days after the expiration of our Tender.

Signed: *[Signature]* [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Tender Securing Declaration] *KIOANGOZI*

MGOI ISSA KIPESHA
Name: [insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on 03 day of 12, 2021 [insert date of signing]

Corporate Seal (where appropriate)

APPENDIX D

QUOTATION SUBMISSION FORM


To: KILIMANJARO REGIONAL REFERRAL HOSPITAL - MANKENZI

We agree to provide labour force as specified in the Schedule of Requirement in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of 47,770,000 [amount in numbers], MILIONI AROBATAI HA SABA LAKI SABA HA ELFI SABINI TU. [Amount in words] in Tanzanian Shillings.

We also offer to delivery the said service within the period of months (delete as necessary) as specified in the Local Purchase Order and General Condition of Contract.

This quotation 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 quotation you receive.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.



Authorized Signature: 

Name and Title of Signatory: MFOI LISA KIPESHA (KIONG'OLI)

Date: 03/12/2021

Name of Bidder:

Address: P.O. Box 6785 MOSH


03/12/2021

03/12/2021

GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

MEMORANDUM FOR ANTI-BRIBERY POLICY

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

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

MTOI ISSA KIPESHA

(Name of the Authorized Person)

MTOI

Signature

03/12/2021

Date

Company stamp/seal