

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



CONTRACT AGREEMENT

BETWEEN

EXECUTIVE DIRECTOR, MIREMBE NATIONAL MENTAL HEALTH HOSPITAL



**P. O. Box 910
DODOMA, TANZANIA
(THE EMPLOYER)**

AND

**M/S LINIMO CONSTRUCTIONS LIMITED
P. O. BOX 2715,
DAR ES SALAAM, TANZANIA
(THE CONTRACTOR)**

FOR

**PROVISION OF LABOUR , EQUIPMENTS AND PRELIMINARIES WORKS FOR CARRYING
OUT WORKS FOR PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT (ICU)
BUILDINGS FOR MIREMBE NATIONAL HOSPITAL AND MENTAL HEALTH**

CONTRACT NO: ME/007/2021-2022/HQ/W/26

JANUARY, 2022

FORM OF AGREEMENT

This Agreement (hereinafter called the **CONTRACT**) is made this 27.....day of January,.....
2022

Between

EXECUTIVE DIRECTOR, MIREMBE NATIONAL MENTAL HEALTH HOSPITAL, of P. O. Box 910, DODOMA, TANZANIA (herein after called the **EMPLOYER**) of the one party

And

M/S LINIMO CONSTRUCTIONS LIMITED,P.O. BOX 2715,DAR ES SALAAM,TANZANIA (Hereinafter called the **CONTRACTOR**) of the other party.

WHEREAS

The Executive Director, Mirembe National Mental Health Hospital (Employer) has requested the Contractor to provide Labour, Equipment's and preliminaries woks for Constructions of Proposed Construction of Intensive care Unit (ICU) Building for Mirembe National Hospital and Mental Health.

CONTRACT VALUE

For **Tshs 89,097,135/= (Eighty Nine Million Ninety Seven Thousand One hundred and Thirty Five Shillings only)** VAT inclusive which is equivalent to 20% of the total cost of material plus Preliminaries works labour cost.

NOW THEREFORE the parties here to hereby agree as follow: -

The following documents attached here to shall be deemed to form an integral part of this Contract:

- I. Form of Agreements
- II. Special Condition of Contract
- III. General Conditions of Contract
- IV. Negotiation Minutes
- V. Intention to Award and Letter of Acceptance.
- VI. List of proposed Key Personnel and their CVs.
- VII. List of Major items of Contractor's Equipment proposed for carrying out the Works.
- VIII. Bill of Quantity and Schedule of requirements.
- IX. Drawings.

AGREEMENT RIGHTS

The rights, obligations and benefits under this agreement may not be assigned or transferred to a third party without the prior written consent of the other party.

The approval or consent to transfer such right prior to written notice shall not be unreasonably withheld or denied.

TERMINATION

M/s Linimo Construction Limited and the Executive Director, **Mirembe National Mental Health Hospital** shall be entitled to terminate this agreement by notice in writing if either party shall be in material breach of any of the provisions hereof and shall rectify such breach within Thirty (30) days of receipt of written notice.

The Employer may terminate this agreement by giving **M/s Linimo Construction Limited** Thirty (30) days written notice and must state the reason for termination for written recording, subject to covering payment of all liabilities and costs incurred till date of termination.

Any termination of this agreement will be without prejudice to any other rights or remedies a party may be entitled to under this agreement or at law and will not affect any accrued rights or liabilities of either party.

FORCE MAJEURE

"Force Majeure" means an event which is beyond reasonable control of a party and which makes a party's performance of its obligation under the agreement impossible or impractical or impossible under the circumstances.

If either party is unable to fulfill the obligations set out in this agreement by reason of force majeure then such a party shall give notice to the other party within thirty (30) days.

ARBITRATION

If any dispute or difference arises then each party can appoint arbitrators in conformity with the provisions of the Arbitration Act (CAP.15) of the laws of Tanzania.

CONFIDENTIALITY

Each of the parties will protect all of the information exchanged and not disclose any such information to a third party without approval by both parties.

If one party is asked to disclose such information with the requirements of any law then that party shall promptly write a written notice so the other party may seek a protective order or take the appropriate remedies to safe guard its interests.

The party ordered to disclose confidential information shall only disclose the portion required - advised by legal counsel.

GOVERNING LAW

This agreement shall be governed in accordance with the laws of Tanzania.

PAYMENTS

All payments shall be made in Tanzanian Shillings

The Executive Director, Mirembe National Mental Health Hospital will pay **M/s Linimo Construction Limited** advance payment of 15% of total labour cost of **Tshs 77,097,135.00/=** upon submission of Advance payments Bond in the form of unconditional bank guarantee.

Preliminaries works payments

All preliminaries works will be performed by the contractors at labour cost of **Tshs 12,000,000.00/=**VAT inclusive.

PENALTIES

In the event **M/s Linimo Construction Limited** breaches, the contract then the following procedures shall apply.

1. Upon discovery, shall notify the "EMPLOYER" within 24 Hours and notify them in writing.

In the event the Executive Director, **Mirembe National Mental Health Hospital** breaches the contract then the following procedures shall apply.

1. Upon discovery, shall notify the "CONTRACTOR" within 24 Hours and notify them in writing.

IN WITNESS WHEREOF, the here to have caused this contract to be signed in their respecting names as of the day and year first above written.

Signed by, the said **Executive Director**,
For and on behalf of the Employer,
MIREMBE NATIONAL MENTAL HOSPITAL, P. O. Box 910, DODOMA

Name... PAUL S LAWALA
Designation... EXECUTIVE DIRECTOR
Signature... Lawala
Date... 27/01/2022



Witness to the signature of Employer

Name... DICKSON RAMADHAN KANANDA
Designation... LEGAL OFFICER
Signature... [Signature]
Date... 27 January, 2022

Signed by, the said **Managing Director**,
For and on behalf of the Services Provider,
M/S LINIMO CONSTRUCTION, P. O. BOX 2715, DAR ES SALAAM.

Name... ENG. BULIGANE JAPHARY
Designation... MANAGING DIRECTOR
Signature... [Signature]
Date... 27/01/2022



Witness to the signature of Service Provider

Name... Godfrey C. Kazano
Designation... Director
Signature... [Signature]
Date... 27/01/2022

SPECIAL CONDITIONS OF CONTRACT

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will be 365 days.</p> <p>The Employer is: Executive Director, Mirembe National Hospital and Mental Health, P. O. Box 910, Dodoma.</p> <p>The Project Manager is Head of Building Section Ministry of Health.</p> <p>The Works consist of The Building Works: Provision of Labour, Equipment's and preliminary works for carrying out work for Proposed Construction of Emergency Medical Department (EMD) and Intensive Unit Care (ICU) buildings for Mirembe National Hospital and Mental Health.</p> <p>2. Other activities including: Substructure, Super substructure, Window, Roofing, Finishing, Painting and Decoration, Electrical and fire system Installations, ICT installation, A/c and Ventilation, Plumbing and Engineering Installations.</p> <p>Other works has been defined in BOQ and in Schedule of material</p> <p>The Commencement Date shall be Seven (7) Days After the last signature of the signing party of the Contract.</p> <p>The Intended Completion Date for the whole of the Works shall be Six (6) Months The Site is located within Mirembe National Hospital and Mental Health and is defined in Drawings.</p>
2	2.2	Indicate whether sectional completion is specified Not Applicable
3	2.3	<p>List other documents that form part of the contract if any: List of proposed Key Personnel and their CVs. List of Major items of Contractor's Equipment proposed for carrying out the Works. General Conditions of Contract Special Condition of Contract Bid Price. Negotiation. Letter of Award and Letter of Acceptance. Bill of Quantity.</p>

		Specifications and Drawings.
4	4.1	The language of the Contract documents is English The law that applies to the Contract is the Laws of Tanzania
5	7.1	Address for communication: Employer: Executive Mirembe National Hospital and Mental Health P. O. Box 910 Dodoma Consultant: PSM Architecture Ltd.
6	11.1	Include the Schedule of Other Contractors if any: All Sub Contractors that will be nominated by the Contractor.
7	12.1	Include the Schedule of Key Personnel Project Manager Site Agent Project Engineer General Foreman Technicians
8	16.1	The minimum insurance covers shall be: N/A
9	17.1	Site Investigation Reports available to the Tenderer are: Not Available. 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.
	24.1	Unless otherwise state tax payment status... Not Applicable
10.	25.4	The other measures include: Minimizing the number of migrant workers employed on the project and household in the site camp Providing access to voluntary counseling and testing (VCT) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families Providing condoms (male and female) to workers
11.	27.1	The Site Possession Date shall be Seven (7) days after the last signature of the signing party to the contract
	30.4	Arbitration will take place in Dodoma City in accordance with the

		rules and regulations published by NCC
12.	31.1	Hourly rate of Fees payable to the Adjudicator is: Types of reimbursable expenses to be paid to the Adjudicator include: Not Applicable
13.	32.1	Appointing Authority for the Adjudicator: National Construction Council of Tanzania.
	33.1	Otherwise, Responsible person for security of the site is a Contractors
B. Time Control		
14.	34.1	The Contractor shall Submit a revised Program for the Works within seven (7) days of delivery of the Letter of Acceptance.
15.	34.2	The period between Programme updates is Thirty (30) days. The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: N/A
C. Quality Control		
16.	42.1	The Defects Liability Period is 365 days.
D. Cost Control		
17.	50.7	Minimum amount of Interim Payment Certificate will be
18.	53.1	Site Possession date shall: Seven (7) days after the last date of the signing party of the Contract
19.	52.1	The currency is Tanzanian Shillings
20.	55.1	The contract is not subject to price adjustment in accordance with GCC 55.
21.	56.1	The amount of retention is 10% is per Certificate Limit of retention: 5%
22.	57.1	The amount of liquidated damages per day is: percent which should be between 0.1 percent of contract price per day
23.	58.1	The Bonus for early completion is: Not Applicable
24.	59.1	The amount of advance payment shall be fifteen percent (15%) of the contract sum Monthly Recovery of Advance Payments: ten percent (10%) of the amount of monthly Interim Payment Certificate.
25.	60.1	The Performance Security shall be the minimum amounts equivalent to ten percent (10%) of the contract price in the form of:

		<p>Bank Guarantee</p> <p>Performance Bond</p> <p>The standard form of Performance Security acceptable to the Employer shall be Unconditional Bank Guarantee of the type presented in Section IX of the Tendering Documents</p>
26.	64.1	Site handover date shall be immediate after the date of completion of works
E. Discharge of the Contract		
27.	66.2	<p>The amount to be withheld for failing to produce “as built” drawings by the date required is</p> <p>The amount to be withheld for failing to produce operating and maintenance manuals by the date required is N/A</p>
28.	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 fifteen percent (15%) of the balance works

GENERAL CONDITIONS OF CONTRACT

Definitions	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> <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> <p>Effective Contract date is the date shown in the Certificate of</p>
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	<p>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> <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> <p>Force Majeure means an unforeseeable event which is beyond</p>
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		<p>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>
Interpretation	2.1	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>
	2.2	<p>If sectional completion is specified in the Special Conditions of Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>Form of Agreement, Special Conditions of Contract, General Conditions of Contract, Letter of Acceptance, Certificate of Contract Commencement, Specifications, Drawings, Bill of Quantities, Contractor's Tender, and</p> <p>Any other document listed in the Special Conditions of Contract as forming part of the Contract.</p>

Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- Submission of performance Security in the form specified in the SCC; and 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;

Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC .
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.
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.
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 .
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
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.
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> <p>These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and</p> <p>The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p>
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.
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.
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.
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>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>use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>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>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 Defect which existed on the Completion Date,</p> <p>an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>the activities of the Contractor on the Site after the Completion Date.</p>

Contractor's Risks	15.1	From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
Insurance	16.1	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: loss of or damage to the Works, Plant, and Materials; loss of or damage to Equipment; loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and personal injury or death.
	16.2	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	16.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies.

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.
Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
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.
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.
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.
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.
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.

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 .
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.
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.
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.
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.
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.
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 .
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.
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.
Security of the Site	33.1	Unless otherwise stated in the SCC , the Contractor shall be responsible for keeping unauthorised persons off the site, and 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
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.
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.
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.
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.
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.
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
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.
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.
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. .
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.
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
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.
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.
Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
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.

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.
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 .
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.

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.
Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <p>The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract.</p> <p>The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</p> <p>The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</p> <p>The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>The Project Manager unreasonably does not approve a subcontract to be let.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The advance payment is delayed.</p> <p>The effects on the Contractor of any of the Employer's Risks.</p> <p>The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>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.
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.
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 formula 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>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> <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,</p>

		<p>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> <p>where;</p> <p>The effective value Pc of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>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>the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the Appendix to Tender, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Project Manager.</p>
	55.5	<p>The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those 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</p>
	55.6	<p>If the Contractor fails to complete the Works within the time for</p>

		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.
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.
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]

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.
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.
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.
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.
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		
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.
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
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.
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.
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	Fundamental breaches of Contract shall include, but shall not be limited to, the following: 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;

	<p>the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days;</p> <p>contractor's failure to submit performance security within the time stipulated in the SCC;</p> <p>the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p> <p>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>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>where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</p> <p>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>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"</p> <p>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 harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p>
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		“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this contract;
	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.
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.

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,
Suspension of Financing	70.1	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: (a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
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.
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.

NEGOTIATION MINUTES

DISCUSSION AND RESOLUTIONS

S/N	PARTICULARS	DESCRIPTION	ACTION
1	Opening of meeting.	Chairperson of the meeting called the meeting to order at 12:00hrs by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	Member were self-introduced and hence the meeting was formed by the team from Client side (MOH),(MNMH)and Contractor side (M/S LINIMO CONSTRUCTIONS LTD) Negotiation parameters were shared to the team and accepted for further discussion and Negotiation.	Info
3	Discussion on Contract Parameters	<p>Scope of Assignment</p> <p>It was confirmed that the contractor understands clearly the scope of the project and agrees to be liable to execute the project for provision labour under Force Account.</p> <p>Project cost</p> <p>The corrected bid price was TZS 85,857,255.00 VAT Inclusive after agreeing on Discount of TZS.8,760,090.00/= of the corrected labour Price, the agreed contract price is TZS. 77,097,135.00 VAT Inclusive with the execution duration of Six (6) Months from the date of signing the contract.</p> <p>Preliminary Cost</p> <p>All preliminaries works will be performed by the contractors at the cost of Tsh 12,000,000.00/=VAT incl. be paid as follows:- 40% paid at the first---Tsh 4,800,000/= + Advance Payment 20% 1st IPC --- Tsh 2,400,000/= 20% 3rd IPC --- Tsh 2,400,000/= 20% 5th IPC --- Tsh 2,400,000/=</p> <p>Payment Modality</p> <p>15% of TZS. 77,097,135 as advance payment upon submission of advance payment bond in the form of Unconditional Bank Guarantee.</p> <p>Terms of payments</p>	<p>info</p> <p>MNMH</p>

		<p>Application of payments will follow upon completion of milestone as follow: 1st IPC paid after completion of all Sub structure sections</p> <p>2nd IPC paid after completing of Superstructure.</p> <p>3rd IPC during roofing, Branding, Framing</p> <p>4th Finishing services incl. Tiles, Door frames, Grills, Brendaring and ceiling Boards</p> <p>Third fixing -all services incl. Door shutter, aluminum windows</p> <p>Testing, commissioning and demobilization</p> <p>Resources Allocation Availability off all necessary equipment's(Plant, equipment's +working tools) as it was mentioned in Tender Documents</p> <p>Performance Bond Agreed that contractors should submit performance bond of 2.5% of contract sum from insurance Company.</p> <p>Securities Agreed that Contractor will submit all the necessary covers for Insurance policy. CARI (contract all risk insurance, labour plus equipment's)</p> <p>Staffing/ Key Personnel Contractor Confirmed to have all the key personnel as per submitted list in a Tender document.</p> <p>Duration of the Project It was agreed that the project duration will be within 6 months from date of site possession. Contractor promised us a quality work and</p>	<p>MNMH</p> <p>LINIMO & MNMH</p> <p>LINIMO</p>
--	--	--	--

		<p>complete before or by the agreed completion date of the project.</p> <p>Site Possession It will be after signing of the Contract</p> <p>Mobilization and Commencement It will be five days from the date of site possession</p> <p>Work schedule Agreed that contractor will submit a revised works schedule within seven days after site possession.</p> <p>Taxation All materials and labour charge are VAT inclusive</p>	
5	AOB	It was agreed to enhance cooperation during implementation	ALL
7	Closing of meeting	The meeting was closed at 18:00hrs and the chairperson thanked all the members for their constructive comments that lead to meet the negotiation conclusion.	INFO

MIREMBE NATIONAL MENTAL HEALTH HOSPITAL

Telegram: "Mirembe Hospital"
Telegram: 0262394570
Fax: 2390364
Email: info@mirembe.or.tz
Website: www.mirembe.or.tz
Dodoma



And Isanga Institution
P.O.Box 910
Dodoma

In Reply Please Quote:
Executive Director

Ref: DO/M/548/VOL I/3

21st January, 2022

Managing Director

M/s Linimo Construction Limited.

P.O Box 2715,

Dar es Salaam.

RE: INTENTION TO AWARD A CONTRACT FOR THE PROVISION OF LABOUR AND EQUIPMENT FOR CARRYING OUT WORKS FOR THE PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT (ICU) FOR MIREMBE NATIONAL MENTAL HEALTH HOSPITAL. TENDER No. ME/007/2021-2022/HQ/W/26

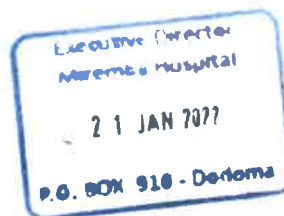
Reference is made to the above heading.

The above mentioned tender which you participated is now at the award stage. In accordance with PPA No. 7 of 2011 GN No. 446 Reg. 231(2) of the PPR 2013 we are intending to award this tender **LOT 2. (ICU Construction)** to you at the contract sum of **Tanzania Shillings Eighty Nine Million Ninety Seven thousand One Hundred and Thirty Five only (Tshs 89,097,135/=) Vat Inclusive** with construction period of six (6) month from the date of signing a contract.

The reason for accepting the firm is due to the competitive price offered for provision of labour cost for construction of ICU through Force account as per our requirements.

Thank you for your cooperation.

Lawala
Paul S. Lawala
Executive Director





LINIMO CONSTRUCTION LIMITED

P.O.BOX 2715 DSM | Plot No 444/129 NHC BUILDING

Nkrumah Street – Ilala | +255 656 242487 | +255 789 790 338

bwigane2000@yahoo.co.uk | bwigane2000@gmail.com

Ref: LIN/MIR/2021/007

Date: 21st January, 2022

Mirembe National Hospital and Mental Health,
P.O BOX 910,
DODOMA.

REF: TENDER NO. ME/007/20212022/HQ/W/26 PROVISION OF LABOUR, EQUIPMENTS AND PRELIMINARY WORKS FOR CARRYING OUT THE PROPOSED CONSTRUCTION OF EMERGENCY MEDICAL DEPARTMENT (EMD) AND INTENSIVE UNIT CARE (ICU) BUILDINGS FOR MIREMBE NATIONAL HOSPITAL AND MENTAL HEALTH LOT 1 AND LOT 2

SUB: ACCEPTANCE OF AWARD OF LOT 2, INTENSIVE UNIT CARE (ICU) BUILDING

Please refer to the heading above and your letter with Ref. No. DO/ M/ 548/ VOL.1/ 3 dated 21st January 2022.

We are hereby accepting the award of Intensive Unit Care (ICU) Building (labour) to Linimo Construction Ltd.

Yours faithfully

Eng. Bwigane Japhary
Managing Director
For LINIMO CONSTRUCTION LIMITED





LINIMO CONSTRUCTION LIMITED

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bwigane2000@yahoo.co.uk | bwigane2000@gmail.com

Ref: LIN/MIR/2021/008

Date: 21st January, 2022

Mirembe National Hospital and Mental Health,
P.O BOX 910,
DODOMA.


REF: TENDER NO.ME/007/2021-2022/HQ/W/26 PROVISION OF LABOUR, EQUIPMENTS AND PRELIMINARIES WORKS FOR CARRYING OUT THE PROPOSED CONSTRUCTION OF EMERGENCY MEDICAL DEPARTMENT (EMD) AND INTENSIVE UNITCARE (ICU) BUILDINGS FOR MIREMBE NATIONAL HOSPITAL AND MENTAL HEALTH LOT 1 AND LOT 2

SUB: NO OBJECTION TOWARDS AWARD OF LOT 1 EMERGENCY MEDICAL DEPARTMENT (EMD) BUILDING

Please refer to the heading above and your letter with Ref. No. DO/ M/ 548/ VOL.1/ 3 dated 21st January 2022.

We don't have objection for your Procuring Entity to award of Medical Department (EMD) Building (labour) to Linimo Construction Limited

Yours faithfully


Eng. Bwigane Japhary
Managing Director
For LINIMO CONSTRUCTION LIMITED





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Equipment and Tools.

QTY	DESCRIPTIONS	MAKE/TYPER	REG NO	OWNED/LEASED
	TRUCKS			
1	DUMPTRUCK	FUSO	T833BDS	OWNED
	SUPERVISION CARS			
1	TOYOTA	KLUGER	T812DFU	OWNED
1	BMW	X5	T538DFR	OWNED
	MACHINES/TOOLS			
4	WATERPUMPS	HONDA		OWNED
2	MOUNTED CHIPPING- SPREADER	PHONEX		OWNED
4	CONCRETEMIXER	LISTER		OWNED
3	POKERVIBRATOR	HONDA		OWNED
3	PLATECOMPACTOR	DYNAPAC		OWNED
4	DUMPYLEVEL			OWNED
5	GPS	GERMIN		OWNED



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bwigane2000@yahoo.co.uk | bwigane2000@gmail.com

SITE AGENT

PERSONAL INFORMATION

FIRST NAME: Mzee

Middle Name: Kaijage

Last Name: Thomas

EDUCATIONBACKGROUND

I have worked under different capacities including being a Site Technician Foreman, Assistance Haulage Manager, Technical Director, and Assistant Quantity Surveyor Site Agent with different companies among being M.AKHARAF&SONS(NIC-PENSIONPLAZA Ubungo project inDar-es salaam),HIGHLAND ESTATES & KONOIKE (Kitonga George escarpment Project Iringa), construction and renovation activities ILLOVO(T) Ltd. Kilombero, Uni trans (T) ltd, KANBERN INTERNATIONAL AGENCY (T) LTD and MSUKWA GENERAL ENTERPRISES. I have experience in design and supervision of buildings, Water Supply and road works Projects, construction management including planning, organizing, material reconciliation and wastage. With Linimo Construction

From: Oct, 2013 to date

Projects: Planning and supervising construction and maintenance works



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8. ROUTINE MAINTENANCE OF HAKI (0.15KM), AERODROME (0.86KM), BARONGO (0.53KM), KASHAI NHC (0.83), ARUSHA (0.43KM), TEGEMEO (0.27KM) AND TUPENDANE (0.6KM) ROADS, CONSTRUCTION OF SPOON DRAINAGE ALONG HAKI ROAD (0.09KM) AND SPOON DRAINAGE ALONG TUPENDANE ROAD (0.08KM) CONSTRUCTION OF CULVERT ALONG HAKI ROAD AND SPOT IMPROVEMENT OF KAHORORO – MUGEZA ROAD (3.1KM) TSH 218,671,495.00

- One RC box culvert
- Three suspended slab and base RC and stone masonry abutment box
- 1,415m² resealing
- 2,245m² double surface dressing
- 37.85m³ spoon drain and rigid pavements
- 700m RC covers to drains
- Three road signs

7. CONSTRUCTION OF BUKOBA MUNICIPAL ROADS (5KM) TO BITUMEN STANDARD (SURFACE DRESSING) LABOUR AND SUPERVISION CONTRACT NO. LGA/034/2018-2019/W/01

MUNICIPAL DIRECTOR,

BUKOKA, 07/06/2019 – 05/05/2020 of TSHS 360,000,000/=

-Surface dressing, drainage works,

-1 No. bridge (5 cell box culvert),

-1 No. (1cell box culvert and

-29 pipe culverts construction,

6. RECURRENT ROUTINE MAINTENANCE AND SPOT IMPROVEMENT ALONG IHA-WAGA – IGOWOLE ROAD for REGIONAL MANAGER, TANROADS IRINGA from 26/12/2018 to 26/08/2019 at TSHS 102,894,048/=

Activities

-Site clearance, Road formation, Gravel works, Drainage works, Road signs, Desilting works



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bwigane2000@yahoo.co.uk | bwigane2000@gmail.com

5. ROAD WORKS ALONG MBULU TOWN AND

MBULU – ENDAGIKOT- TLAWI ROADS for REGIONAL COORDINATOR- TARURA- MAN-YARA at TSHS 40,000,000/=

From 07/02/2018 to 05/06/2018

Activities

-Grass cutting Site clearance, Road formation, Gravel works, Drainage works, Road, signs, Desilting works -Gravel works, Drainage works, Road signs, Desilting works

4. PERIODI MAINTENCE, ROUTINE MAINTENANCE WORKS ALONG DIDIA- MWAM-ALULU, PUNI- IGEMBYA, DIDIA SOLWA, KITULI- NGOKOLO, ITWANGI- MWAKASONGWE, REGIONAL for the COORDINATOR- TARURA- SHINYANGA at TSHS 190,500,000/=, From 08/02/2018 to 08/06/2018

Activities

-Grass cutting Site clearance, Road formation, Gravel works, Drainage works, Road, signs, Desilting works -Gravel works, Drainage works, Road signs, Desilting works

3. PERIODIC MAINTENENANCE WORKS ALONG KAMANGA- NYAMADOKE ROAD REGIONAL MANAGER, -TANROADS - MWANZA 07/03/2017 – 05/07/2017

2. ROUTINE/RECURRENT, MAINTENANTCE, WORKS ON MBALIZI- SHIGAMBA – ISONGO-LE, KIWIRA – ISANGATI AND SHIGAMBA - IBABA ROADS for the REGIONAL MANAGER, TANROADS – MBEYA at TSHS 190,000,000/= from 23/04/2016 to 09/08/2016 Activities

-Site clearance, Road formation, Gravel works, Drainage works, Road, signs, Desilting works - Gravel works, Drainage works, Road signs, Desilting works

1. PM ON A PAVED ROAD NEWALA – MAHUTA - KITAMA & PM ON NEWALA – TANDAHIM-BA – NANYUMBU ROAD TSHS 300,000,000 05/01/2017 – 30/09/2017

-Grass cutting Site clearance, Road formation, Gravel works, Drainage works, Road, signs, Desilting works -Gravel works, Drainage works, Road signs, Desilting works From March – April, 2015 Structural Design of Proposed Residential Building for M/S Mota Singh P.O.Box 77173 Dar es Salaam which was Built on Block 4 Plot no. 1081



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Duties carried out

- Structural design
- Preparation of detailed design
- Measurement estimation
- Drawing of structural drawing using AUTO CAD

From: July 2013- October 2013

Company :Msukwa General Enterprises

Project :Katrin Irrigation Scheme

Position : Civil Engineer Contract

Price : Tshs. 2.4 Bil Financial:EU

Client : Ministry of Agriculture Project Component

Intake structure

Main Canal

High lift pump house

Secondary Canal

Tertially and Cartenally

Protection Dik

Earth Works (Laser levelling)

Structures

Duties assigned

Preparation of measurement book

Approval of worksheet from contractor for preparation of certify

Carrying out material inspection and testing before being used

Supervision of construction work

Carrying out simple designs of structures

Quality control of the works

Up to dating the daily log sheet

Assisting in contractual matters arising.



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bwigane2000@vahoo.co.uk | bwigane2000@gmail.com

SITE TECHNICIAN

CURRICULUM VITAE

FIRST NAME: GABRIEL M. SURNAME: MAGESA

PERSONAL INFORMATION

Date of birth: 20/09/1993 Gender: Male

Marital status: Single Nationality: Tanzanian Email:

gabrielmsonge@gmail.com Phone number: 0752973050

RESUME SUMMARY

I'm self-motivated, energetic, enhancing team spirit and hardworking, am having an Bachelor degree in CIVIL ENGINEERING graduated from Dar Es Salaam institute of Technology. I am eager to work and taking challenges as an opportunity to achieve targets with limited time, especially in the field of CIVIL ENGINEERING

EDUCATION BACKGROUND

YEAR	SCHOOL/COLLEGE COURSE	AWARDS
2014-2015	Mbeya University of Science and Technology	Civil Engineering Technician Certificate in Civil Engineering
2013-2014	Mbeya University of Science and Technology	Civil Engineering Basic Certificate in Civil Eng
2009-2012	Buhare secondary school Secondary Education	Certificate of Secondary Education
2002-2008	Nyamatare Primary school Primary Education	Certificate of Primary Education

COMPUTER KNOWLEDGE AND SKILLS

- Microsoft Office Applications,
- Microsoft Word,
- Microsoft Excel,
- Microsoft Power Point,
- Microsoft Access
- Microsoft Publisher
- Computer Programming
- C-language (Boland)
- Auto CAD 3
- D, Auto CAD Classics (Computer Software Engineering)

- Arch CAD.
- Arch CAD (Computer Software Engineering)

LANGUAGES PROFICIENCY

Language	Reading	Writing	Speaking
English	Fluent	Fluent	Fluent
Swahili	Fluent	Fluent	Fluent

OTHER COURSES SUPPLEMENTING MY EXTENSIVE HANDS-ON CAPABILITY

- Linear surveying & Project for surveying
- Road drainage and Maintenance
- Introduction to Technical Drawing
- Soil Mechanics and Foundations
- Civil Engineering Materials
- Building Construction
- Measurement of building works
- Structural Steel Design
- Water Supply and Sanitation
- Construction Management
- Hydraulic and Fluid mechanics
- Architectural Design and Drawing
- Road Construction and Maintenance
- Building Services and Maintenance
- Reinforced Concrete Design
- Structure Timber Design
- Environmental Engineering
- Research Techniques
- Transportation Engineering
- Electrical Installation and Safety Regulation
- Project- (Designing & Experimental)

WORKING EXPERIENCE

1. Company Name: CHINA RAILWAY SEVENTH GROUP (CRSG) CLASS 1

First Site Location- Beleko Kondo, Dodoma.

Occupation- Civil Technician.

Duties: laboratory materials testing (soils, aggregate and bituminous materials)

Supervision on civil works (line drains, setting out of pipe culverts, setting out of box culverts, earthworks)

Duration time: June, 2016 to October 2016:

2. Company Name: JISHAM & CONSTRUCTION CO.LIMITED CLASS 6

First Site Location – Mburu, Manyara.

Occupation- Civil Technician.

Duties: supervision on civil works such as construction of gravel roads and construction of culverts including -Grass cutting, Site clearance, Road formation, Gravel works, Drainage works, Road signs, Desalting works

Duration: October, 2016 to December, 2019

3: Company Name: JASSIE COMPANY LTD (JASCO) CLASS 1

First Site Location – Bukoba Municipal Council Contract No: LGA/034/2018-19/W/01

Project title: Construction Of Bukoba Municipal Road (5km) To Bitumen Standard Phase 1(Surface Dressing)

Name and Length, Shore Road (1.05km), Bin Said – Kilimahewa Road (1.05km),

Nyangoye Bukoba Dc-Biharamulo Junction (1.25km), And Nshambya Kpdc (1.62km) Road

Client: Bukoba Municipal Council under Coordination of Tarura Bukoba

Consultant: Advanced Engineering Solution (Aes) Contractor: Jassie And Company Ltd (Jasco)

Occupation- **CIVIL ENGINEER**

Duties: 1. laboratory supervisor on materials testing (soils, aggregate and bituminous materials)

2. Supervision on civil works (construction of line drains 9.4 kilometre, 29 pipe culverts, 2 x 1.8 x 12m box culvert, 30m span bridge along the Shore road across Kanoni river, triple surface dressing and earthworks 5.14 kilometres) Duration time: July, 2019 to 15/06/2020

4: Company Name: DACOM LIMITED CLASS 6

First Site Location – TARURA Bukoba Municipal

Occupation- Civil Engineer.

Duties: supervision on civil works such as construction of ROUTINE MAINTENANCE OF HAKI (0.15KM), AERODROME (0.86KM), BARONGO (0.53KM), KASHAI NHC (0.83), ARUSHA (0.43KM), TEGEMEO (0.27KM) AND

TUPENDANE (0.6KM) ROADS, CONSTRUCTION OF SPOON DRAINAGE ALONG HAKI

ROAD (0.09KM) AND SPOON DRAINAGE ALONG TUPENDANE ROAD (0.08KM)

CONSTRUCTION OF CULVERT ALONG HAKI ROAD AND SPOT IMPROVEMENT OF KA-HORORO – MUGEZA ROAD (3.1KM) TSH 218,671,495.00

- One RC box culvert
- Three suspended slab and base RC and stone masonry abutment box
- 1,415m² resealing
- 2,245m² double surface dressing
- 37.85m³ spoon drain and rigid pavements
- 700m RC covers to drains
- Three road sign

Duration: 16, June 2020 to 26th September, 2020 and now completed 100

I declare that, the above information is true to best of my knowledge.

GABRIEL M. MAGESA

05th January 2022

NTA Level 6 No: 0003738

THE UNITED REPUBLIC OF TANZANIA
MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



It is hereby certified that

Gabriel M. Mageza

of Registration No: 201341085 has been awarded

Ordinary Diploma in

Civil Engineering

Upper Second Class

(Accredited by National Council for Technical Education)

Issued this 17th day of December in the year 2016

[Signature]

Deputy Vice Chancellor
(Academic, Research and Consultancy)



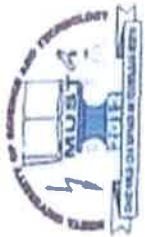
000-100000-0000

[Signature]

Vice Chancellor



(This certificate is not valid without embossed seal)



UNITED REPUBLIC OF TANZANIA
MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
ORDINARY DIPLOMA EXAMINATIONS
ACADEMIC TRANSCRIPT
SPONSOR : PRIVATE



Serial No.	Name of the Candidate	Birth Date	Sex	Registration No.	Serial No.	Programme	NTA Level	
1	MAGICAL GABRIEL M	25/06/1997	M	201341041	1	ORDINARY DIPLOMA IN CIVIL ENGINEERING	1-4	
(Civil Engineering Department)								
Serial No.	Module Code	Module Name	Grade	Date Awarded	Serial No.	Module Name	Grade	Date Awarded
1	CET 04102	ENGINEERING DRAWING	C	2014	1	BUILDING CONSTRUCTION II	C	2014
2	CET 04103	SOIL MECHANICS	A	2014	2	REINFORCED CONCRETE DESIGN	C	2014
3	CET 04104	CIVIL ENGINEERING MATERIALS I	A	2014	3	WORKSHOP PRACTICE	B	2014
4	CET 04105	CONSTRUCTION TECHNOLOGY I	C	2014	4	QUANTITY SURVEYING	C	2014
5	CET 04107	BUILDING CONSTRUCTION	A	2014	5	CONSTRUCTION MANAGEMENT	B	2014
6	CST 04104	ENTREPRENEURSHIP AND DEVELOPMENT I	A	2014	6	WATER SUPPLY AND SANITATION	A	2014
7	CST 04105	BASIC COMPUTER APPLICATION I	B	2014	7	PHYSICAL SCIENCE IV	A	2014
8	OST04101	ADVANCED MATHEMATICS I	B	2014	8	COMMUNICATION SKILLS IV	B	2014
9	OST04102	PHYSICAL SCIENCE I	B	2014	9	BASIC COMPUTER APPLICATIONS IV	B	2014
10	OST04103	COMMUNICATION SKILLS I	C	2014	10	INDUSTRIAL PRACTICAL TRAINING (PT)	B	2014
11	CET 04201	LAND SURVEYING	B	2014	11	BUILDING CONSTRUCTION I	A	2014
12	CET 04202	CONSTRUCTION TECHNOLOGY II	B	2014	12	CONSTRUCTION MANAGEMENT I	B	2014
13	CET 04203	STRUCTURAL MECHANICS	C	2014	13	REINFORCED CONCRETE DESIGN I	C	2014
14	CET 04204	ROAD CONSTRUCTION	B	2014	14	SOIL MECHANICS AND FOUNDATIONS	B	2014
15	CET 04210	ROAD MAINTENANCE	B	2014	15	STRUCTURAL TOUGH DESIGN	B	2014
16	CET 04211	BUILDING CONSTRUCTION REINFORCEMENT	B	2014	16	WATER SUPPLY AND SANITATION I	A	2014
17	CET 04212	CIVIL ENGINEERING MATERIALS II	B	2014	17	HYDRAULICS AND FLUID MECHANICS I	A	2014
18	CET 04213	ESTIMATING AND COSTING	C	2014	18	ADVANCED MATHEMATICS V	C	2014
19	CST 04201	ADVANCED MATHEMATICS II	A	2014	19	PHYSICAL SCIENCE V	B	2014
20	CST 04202	PHYSICAL SCIENCE II	B	2014	20	ENTREPRENEURSHIP AND DEVELOPMENT V	B	2014
21	CST 04203	COMMUNICATION SKILLS II	C	2014	21	COMMUNICATION SKILLS V	B	2014
22	OST04201	BASIC COMPUTER APPLICATION II	C	2014	22	BASIC COMPUTER APPLICATION V	B	2014
23	OST04202	ENTREPRENEURSHIP AND DEVELOPMENT II	C	2014	23	PROJECT	A	2014
24	OST04203	INDUSTRIAL PRACTICAL TRAINING (PT)	C	2014	24	BUILDING CONSTRUCTION III	B	2014
25	CET 05100	ENGINEERING DRAWING	B	2013	25	CONSTRUCTION MANAGEMENT II	B	2014
26	CET 05103	SOIL MECHANICS	A	2013	26	REINFORCED CONCRETE DESIGN II	A	2014
27	CET 05104	CIVIL ENGINEERING MATERIALS I (THEORY)	A	2013	27	STRUCTURAL STEEL DESIGN	A	2014
28	CET 05107	BUILDING CONSTRUCTION I	B	2013	28	WATER SUPPLY AND SANITATION II	A	2014
29	CET 05109	STRUCTURAL MECHANICS	A	2013	29	HYDRAULICS AND FLUID MECHANICS II	B	2014
30	CET 05109	ROAD DESIGN AND CONSTRUCTION	B	2013	30	CONSTRUCTION MATERIALS	B	2014
31	CET 05113	CIVIL ENGINEERING MATERIALS II (PRACTICAL)	B	2013	31	PHYSICAL SCIENCE VI	B	2014
32	OST05101	ADVANCED MATHEMATICS III	C	2013	32	COMMUNICATION SKILLS VI	B	2014
33	OST05102	PHYSICAL SCIENCE III	B	2013	33	ENTREPRENEURSHIP AND DEVELOPMENT VI	B	2014
34	OST05103	COMMUNICATION SKILLS III	B	2013	34	BASIC COMPUTER APPLICATION VI	B	2014
35	OST05104	ENTREPRENEURSHIP AND DEVELOPMENT III	B	2013	35	PROJECT	A	2014
36	OST05105	BASIC COMPUTER APPLICATION III	C	2013				
37	CET 05201	LAND SURVEYING	C	2013				
38	CET 05210	ROAD MAINTENANCE	B	2013				

CLASSIFICATION : UPPER SECOND CLASS
 Date : December 18, 2016
 Director Dr. UNGERUAGU
 MBeya University of Science and Technology
 Printed on: 18/12/2016, 12:10:25
 Page 07
 END

ERB-S-0116002613



UNITED REPUBLIC OF TANZANIA
ENGINEERS REGISTRATION
BOARD



**Certificate
of Registration**
(Under the Engineers Registration Act, 1997)

It is hereby certified that
Mzee K. Thomas
having satisfied the requirements for registration as a

PROFESSIONAL ENGINEER

under the provisions of the Engineers Registration Act, 1997, was
registered as such on the **24th** day of **August, 2018**

in the discipline of **Civil** engineering

and was given registration number **5337**.

Sealed and given under our hands at Dar es Salaam

this **20th** day of **September, 2018**

Eng. P. Barozi
Ag. Registrar

Eng. Prof. N. M. Lema
Chairman

Eng. Nuberis P. J. Nyange
Board Member

"Not valid without Hologram Sticker, photograph of the bearer and practicing Licence"





THE UNITED REPUBLIC OF TANZANIA
ENGINEERS REGISTRATION BOARD
PRACTISING LICENCE



Eng. Mzee K. Thomas

Professional Engineer

Specialization: **Civil Eng.**

PEng No. **5337**

Date of Issue: **July 28, 2020**

Valid up to: **December 31, 2022**



P-A3434

Registrar

**THIS CARD IS THE PROPERTY OF:
THE ENGINEERS REGISTRATION BOARD**

(Under Engineers Registration Act, 1997)

Pamba Road, P.O.BOX 14942 Dar es Salaam,

Tel: 2122836, Fax: 2115373, E-mail: registrar@erb.go.tz

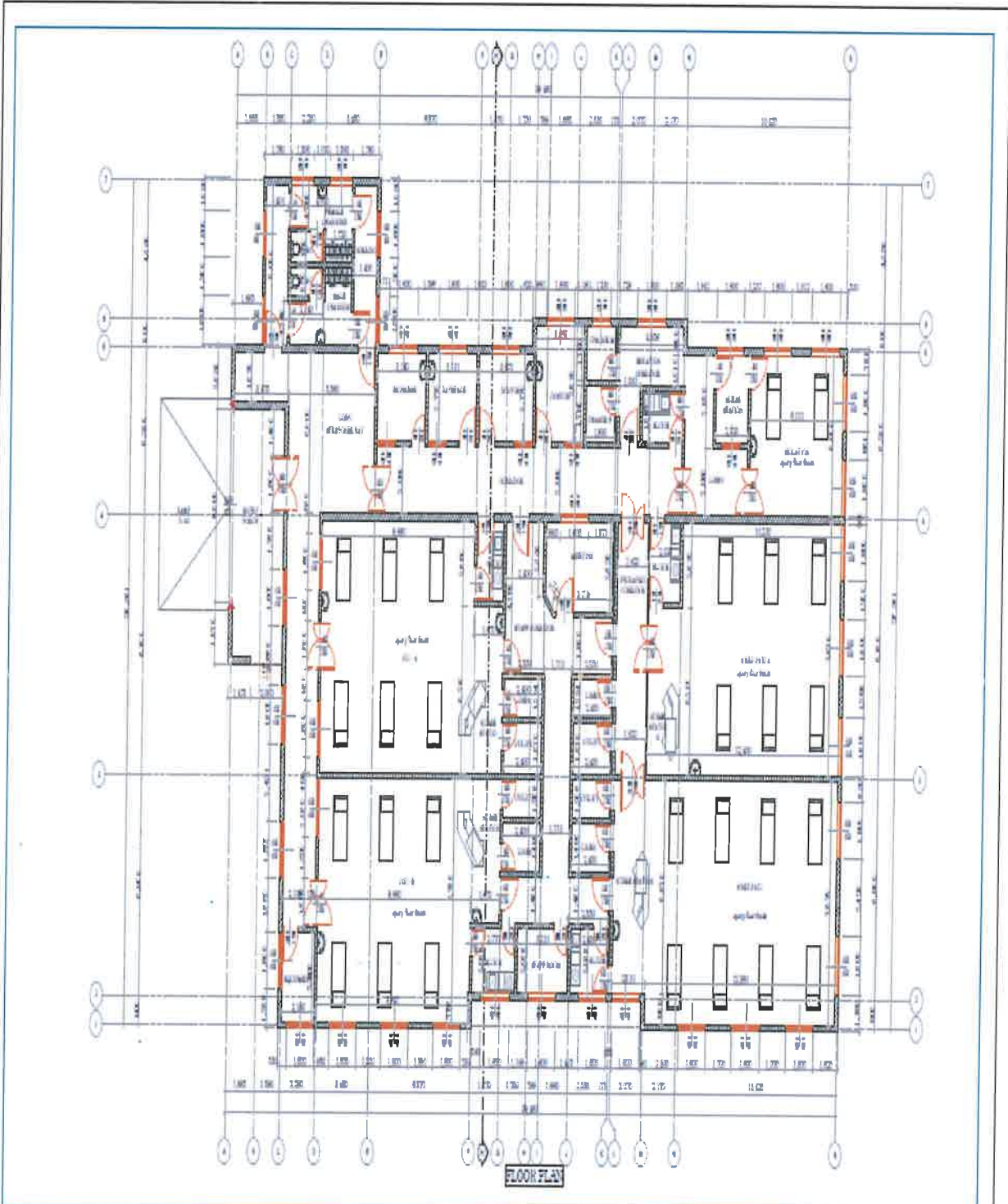
Website: www.erb.go.tz

Non-Transferable

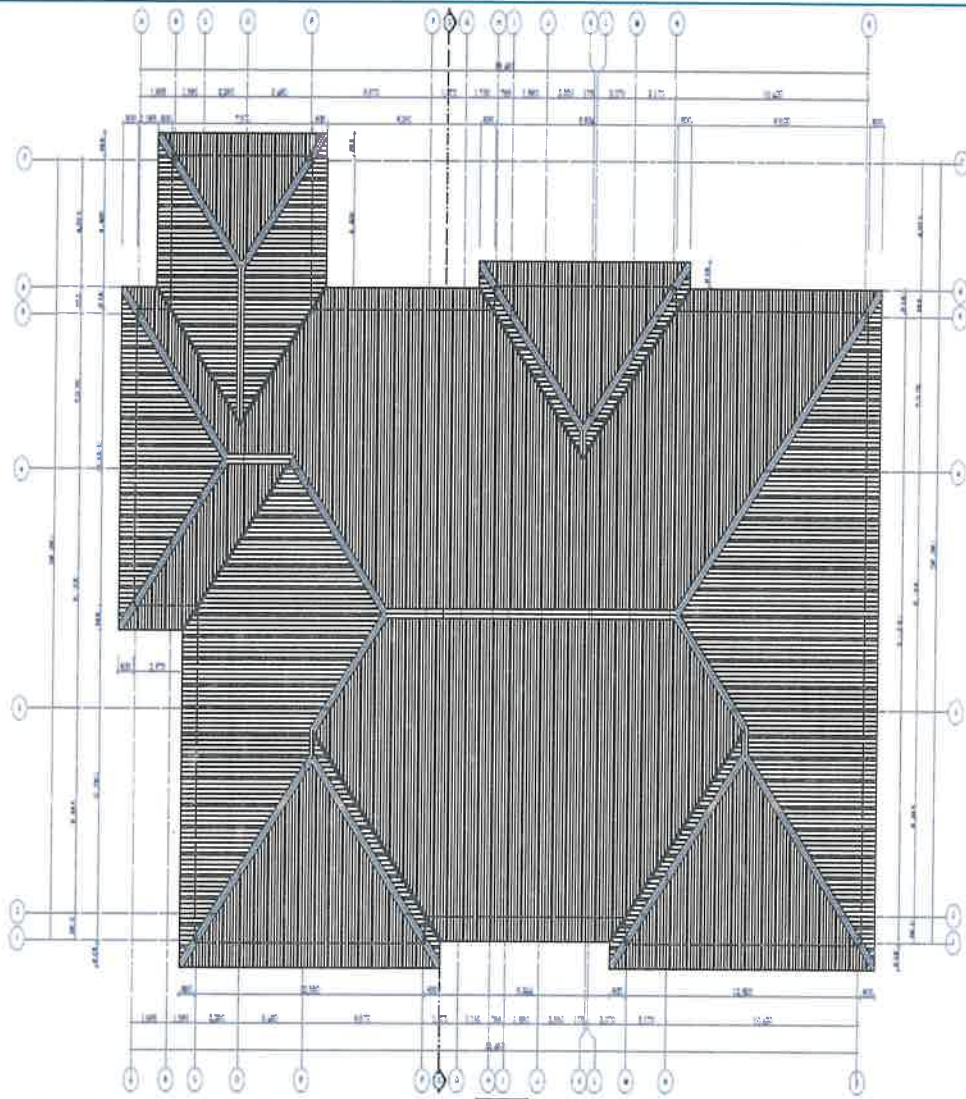
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ID Serial No. 003434

ICU DRAWAINGS



Ministry of Health Community Development, Gender, Elderly & Children Building Unit P.O. Box 743 40473 DODDARA	Approved by 	No.	Description	Date	Client MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN.	Drawing No. AS SHOWN
		Proposed PROPOSED INTENSIVE CARE UNIT (ICU) TO BE BUILT AT REGIONAL REFERRAL HOSPITALS.	Project Number 2021/11/01	Date 01 NOV 2021	Drawn by Angelo P. Nassar	Checked by Arch. Paul Kurason



ROOF PLAN

Ministry of Health Community Development, Gender,
Elderly & Children
Building Unit
P.O. Box 740
40171 00006A

Approved by

No.	Description	Date

Client
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN.
Project
PROPOSED INTENSIVE CARE UNIT (ICU) TO BE BUILT AT
REGIONAL REFERRAL HOSPITALS.

Drawing No.

AS SHOWN

Project Number	2021/11/01
Date	01 NOV 2021
Drawn by	Agathe P. Njirani
Checked by	Arch. Paul Karimani

1:500:1:000



FRONT ELEVATION



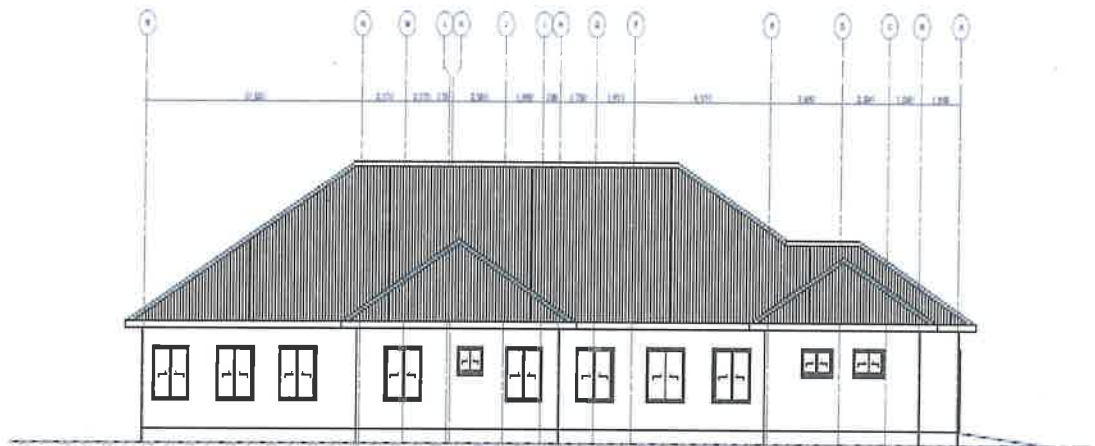
REAR ELEVATION

Ministry of Health, Community Development, Gender, Elderly & Children Building Unit P.O. Box 74, 46473 DOROSHA	Approved by:	No.	Description	Date	Client MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN. Project PROPOSED INTENSIVE CARE UNIT (ICU) TO BE BUILT AT REGIONAL REFERRAL HOSPITALS.	Drawing title AS SHOWN
					Project Number 20211181	
					Date 01/04/2021	
					Drawn by Ayubiz P. Njoroge	
					Checked by Arch. Philip Karani	

4/10/2021



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

Ministry of Health, Community Development, Gender,
Elderly & Children,
Building Unit,
P.O. Box 740,
4973 DDCOMRA

Approved by

No.	Description	Date

Client

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

Name

PROPOSED INTENSIVE CARE UNIT (ICU) TO BE BUILT AT
REGIONAL REFERRAL HOSPITALS.

Drawing No.

AS SHOWN

Project Number

2021/11/01

Date

21 NOV 2021

Project No.

Project 7/2020/001

Drawn by

Arch. Paul Karamba

Scale

1:1000

PROPOSED CONSTRUCTION OF INTENSIVE CARE (ICU) FOR REGIONAL REFERRAL HOSPITAL

LIST OF ICT DRAWINGS

S/No	DESCRIPTION	DRAWING No.	DATE/REV.
1.	LIST OF ELECTRICAL DRAWINGS	DK/ICU /ELE/00	NOV, 2021
2	LIST OF ELECTRICAL LEGEND	DK/ICU /ELE/01	NOV, 2021
3	GROUND FLOOR LIGHTING LAYOUT	DK/ICU /ELE/02	NOV, 2021
4	GROUND FLOOR POWER AND ICT LAYOUT	DK/ICU /ELE/03	NOV, 2021
5	GROUND FLOOR DISTRIBUTION BOARD	DK/ICU /ELE/04	NOV, 2021
6	AIR CONDITIONING DISTRIBUTION BOARD	DK/ICU /ELE/05	NOV, 2021

DISCIPLINE

FOR TENDER

FOR APPROVAL

FOR BIDDING PERIOD

FOR APPROVAL

FOR CONSTRUCTION

PROJECT

PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT (ICU) FOR REGIONAL REFERRAL HOSPITALS

CLIENT



THE MINISTRY OF HEALTH, EMERGENCY, DISABILITY AND CHILD HEALTH SERVICES
100, St. Michael's Place, Colombo 03
Tel: +94 (0) 11 2523011
Email: pdd@mh.gov.lk
Web: www.moh.gov.lk

DRAWING TITLE

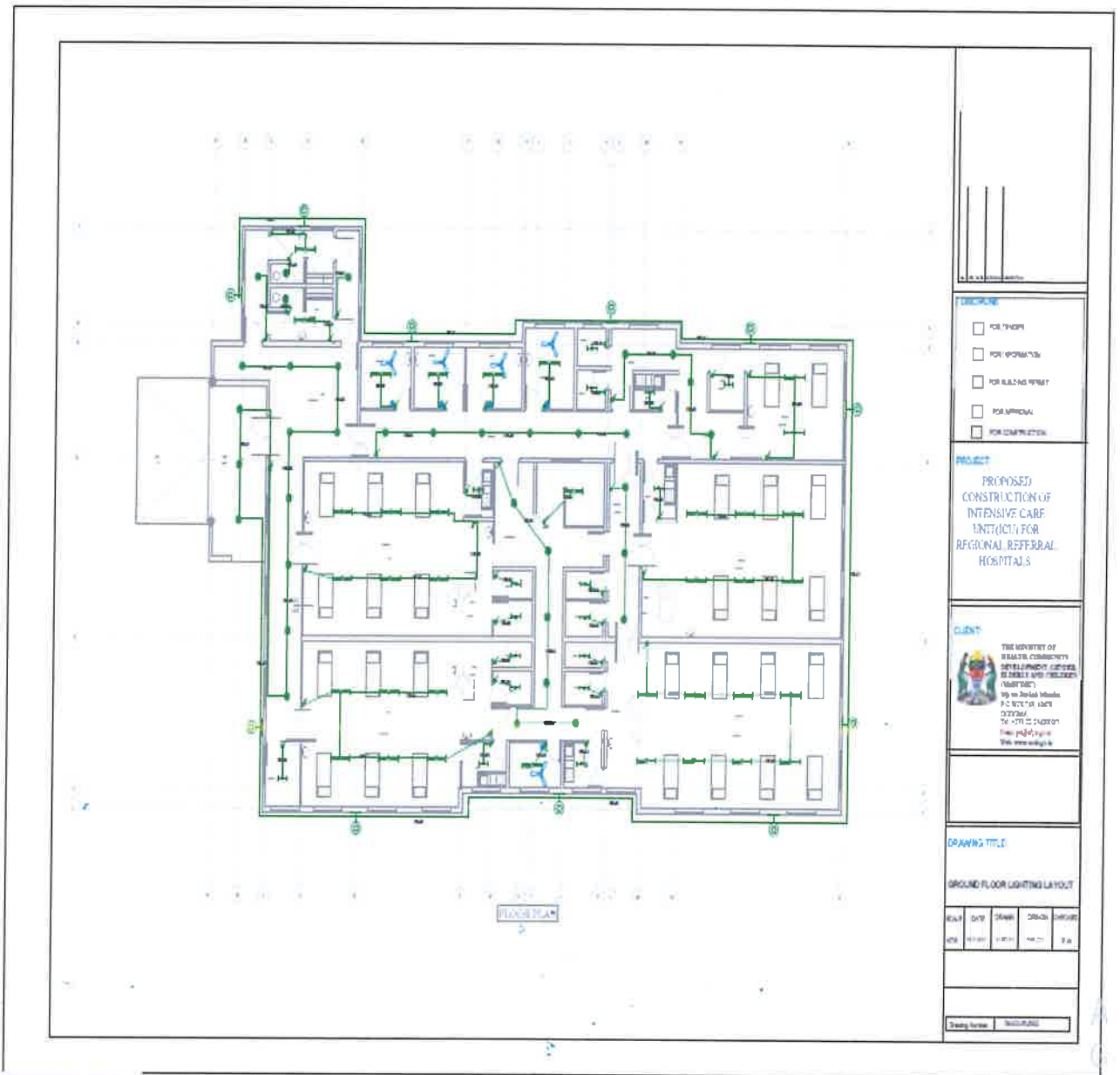
LIST OF ELECTRICAL DRAWINGS

SCALE	DATE	DESIGN	REVISION	APPROVAL
AS IS	NOV 2021	DK/ICU	00000	DK/ICU

Drawing Number: DK/ICU/ELE/000

ELECTRICAL LEGEND AND GENERAL NOTES

ELECTRICAL SYMBOL	NOMENCLATURE (DESCRIPTION)	GENERAL NOTES
	100mm² PVC CABLE	<p>1. THE ELECTRICAL INSTALLATION SHALL COMPLY WITH THE relevant standards of the Electrical Code of Practice and conform to the relevant standards of the Electrical Code of Practice.</p> <p>2. THE INTERNAL INSTALLATIONS SHALL BE CARRIED OUT USING PVC INSULATED CABLES (CABLES) WHICH SHALL BE CONDUIT, CONDUIT, CONDUIT, TRUNKING AND CABLES.</p> <p>3. SOCKET OUTLET TV OUTLETS AND TELEPHONE POINTS SHALL BE MOUNTED AT 1200mm APL.</p> <p>4. ALL WIRING ACCESSORIES SHALL BE MOUNTED ON THE SOLES IN STEEL BRICKS AND NOT ACCEPTANCE.</p> <p>5. ALL SWITCHES AND LIGHTING SWITCHES SHALL BE MOUNTED AT 1400mm APL.</p> <p>6. EACH SWITCH SHALL HAVE A JOG OF PITCH INWARD TOWARDS THE USER OF AT LEAST 10 DEGREES TO THE HORIZONTAL.</p> <p>7. THE NUMBER OF SWITCHES TO BE PROVIDED BY THE CONTRACTOR SHALL BE DETERMINED BY THE CONTRACTOR.</p> <p>8. ALL SWITCHES SHALL BE PROVIDED BY THE CONTRACTOR.</p> <p>9. ALL SWITCHES SHALL BE PROVIDED BY THE CONTRACTOR.</p> <p>10. ALL SWITCHES SHALL BE PROVIDED BY THE CONTRACTOR.</p> <p>11. THE NUMBER OF SWITCHES TO BE PROVIDED BY THE CONTRACTOR SHALL BE DETERMINED BY THE CONTRACTOR.</p> <p>12. THE NUMBER OF SWITCHES TO BE PROVIDED BY THE CONTRACTOR SHALL BE DETERMINED BY THE CONTRACTOR.</p> <p>13. THE NUMBER OF SWITCHES TO BE PROVIDED BY THE CONTRACTOR SHALL BE DETERMINED BY THE CONTRACTOR.</p> <p>14. ALL ELECTRICAL INTERNALS SHALL BE PROVIDED BY THE CONTRACTOR.</p> <p>15. ALL ELECTRICAL INTERNALS SHALL BE PROVIDED BY THE CONTRACTOR.</p>
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 - FOR FORMATION
 - FOR BUILDING PERMIT
 - FOR APPROVAL
 - FOR CONSTRUCTION

PROJECT

PROPOSED
CONSTRUCTION OF
INTENSIVE CARE
UNIT (ICU) FOR
REGIONAL REFERRAL
HOSPITALS

CLIENT



THE MINISTRY OF
HEALTH, COMMUNITY
SERVICES AND DISABILITY
AGENCY
100, Victoria Street
PO BOX 100
WELLINGTON
New Zealand
Tel: 04 473 7400
Fax: 04 473 7401
www.moh.govt.nz

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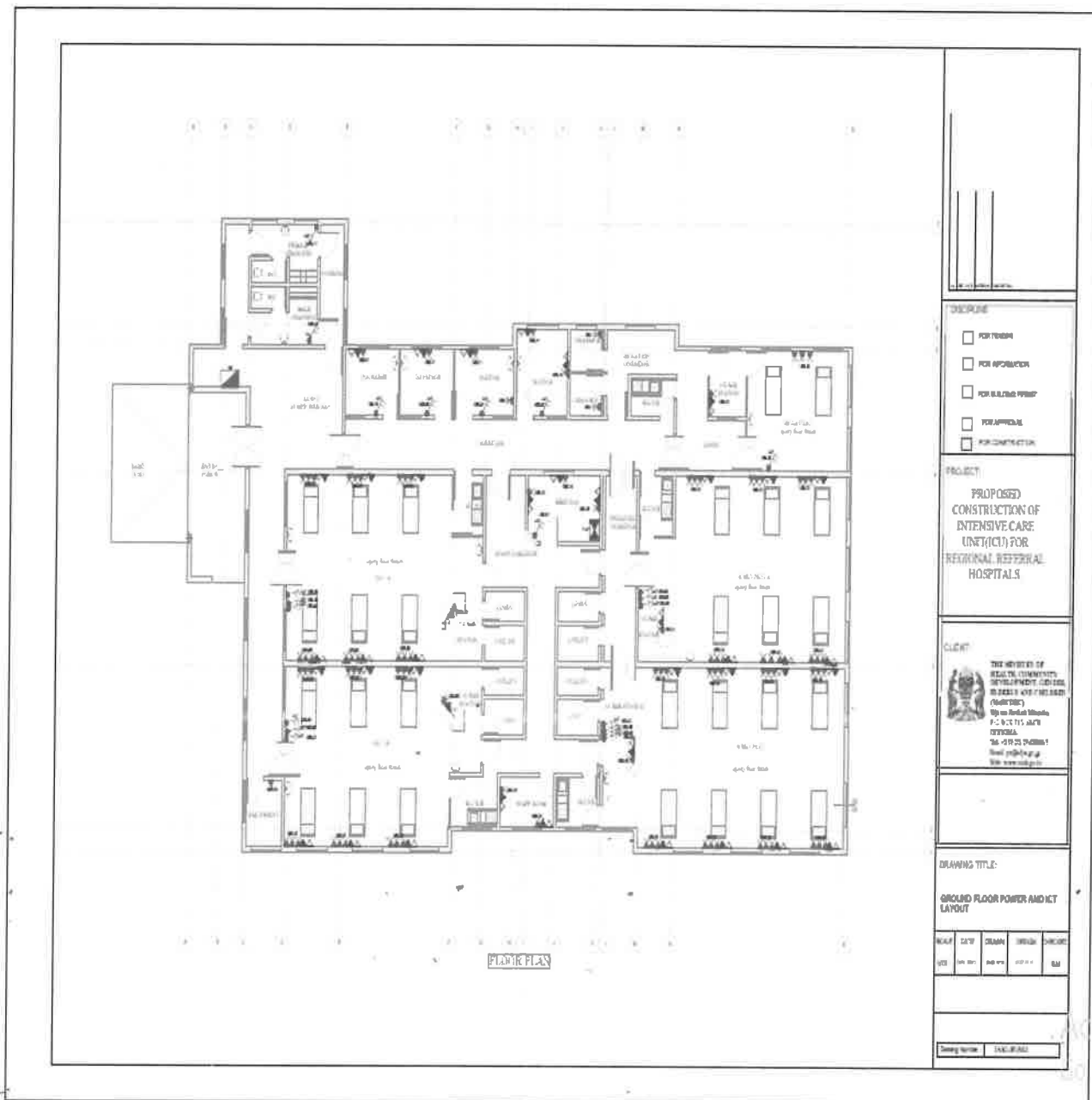
DRAWING TITLE

GROUND FLOOR LIGHTING LAYOUT

NO.	DATE	BY	CHKD	APP'D
001	10/01/11			

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- DISCIPLINE
- FOR DESIGN
 - FOR INFORMATION
 - FOR BUILDING PERMIT
 - FOR APPROVAL
 - FOR CONSTRUCTION

PROJECT

PROPOSED
CONSTRUCTION OF
INTENSIVE CARE
UNIT (ICU) FOR
REGIONAL REFERRAL
HOSPITALS

CLIENT



THE MINISTRY OF
HEALTH AND COMMUNITY
DEVELOPMENT (MOHC)
Ghana
P.O. Box 1717
ACCRA
TELEPHONE: 011-233-2333333
Email: info@mohc.gov.gh
Web: www.mohc.gov.gh

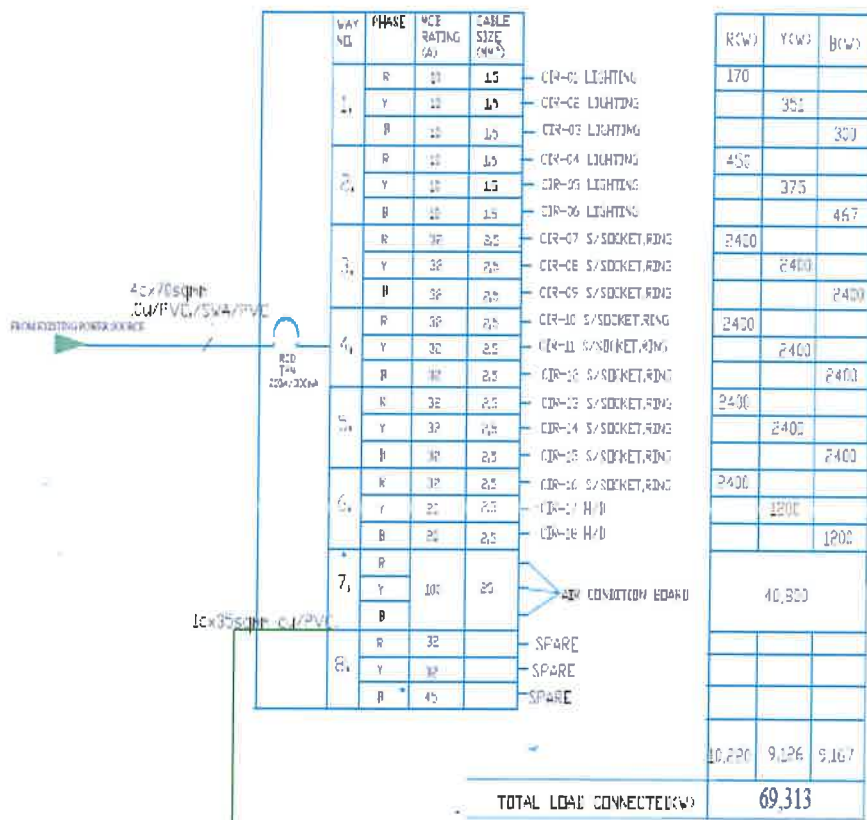
DRAWING TITLE

GROUND FLOOR POWER AND ICT
LAYOUT

NO.	DATE	DESIGN	ISSUED	REVISION
001	04/11/2011	04/11/2011	04/11/2011	01

Drawing Name: I.C.U. FLOOR PLAN

GROUND FLOOR DISTRIBUTION BOARD SCHEMATICS [DB]



SPECIFICATIONS

8-WAY TN DISTRIBUTION BOARD, WITH INTEGRAL 200A/300mA RCD INCOMER AND FINAL CIRCUIT MCB'S AS SPECIFIED, ABB TYPE OR APPROVED EQUAL.

SCALE

1:1

DISCIPLINE

FOR TENDR

FOR CONTRACT

FOR BILLING STATE

FOR APPROVAL

FOR EXECUTION

PROJECT

PROPOSED CONSTRUCTION OF INTENSIVE CARE UNITS FOR REGIONAL REFERRAL HOSPITALS

CLIENT

THE MINISTRY OF HEALTH, FEMINIST DEVELOPMENT, CENTRAL REGIONAL AND DISTRICT HEALTH SERVICES

By: **Dr. M. M. M. M.**

For: **Dr. M. M. M. M.**

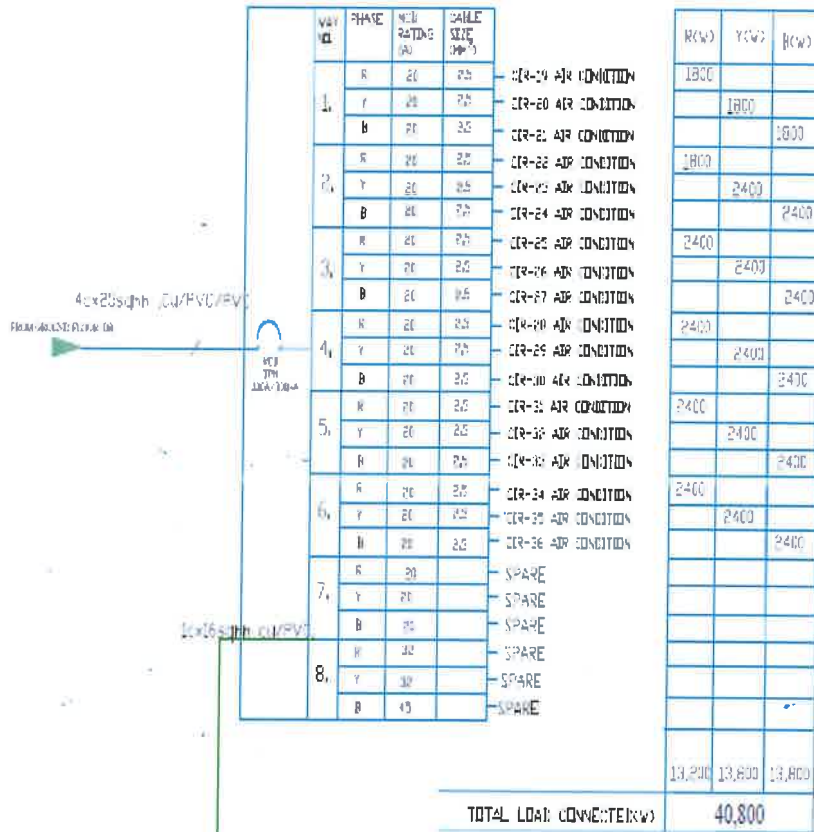
DRAWING TITLE

GROUND FLOOR DISTRIBUTION BOARD SCHEMATIC

NO.	DATE	ISSUE	BY	CHKD.	APP.
01	10/10/2023	ISSUE

Drawn by: **...**

AIR CONDITIONING DISTRIBUTION BOARD SCHEMATICS [DB-AC]



SPECIFICATIONS

8-WAY TN DISTRIBUTION BOARD, WITH INTEGRAL 100A/300mA RCD INCOMER AND FINAL CIRCUIT MCB'S AS SPECIFIED, ABB TYPE OR APPROVED EQUAL.

LEGEND

FOR TENDER

FOR INFORMATION

FOR BILL OF MATERIALS

FOR APPROVAL

FOR CONSTRUCTION

PROJECT

PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT(ICU); FOR REGIONAL REFERRAL HOSPITALS

CLIENT

THE MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, DISABILITY AND CHILDREN (MINISTRY) KENYA
NATIONAL HOSPITALS AUTHORITY
P.O. BOX 29, NAIROBI
KENYA
TEL: 020 271 2000
WWW.NHA.GOV.KE






DRAWING TITLE

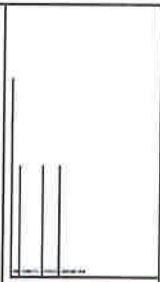
AIR CONDITIONING DISTRIBUTION BOARD SCHEMATIC

NO.	DATE	BY	CHKD	APPD	REVISION

Drawing No: Scale: Date:

LEGEND - AIR CONDITIONING AND MECH. VENTILATION

S/No.	DESCRIPTION	SYMBOLS
1.	Single split, Outdoor Unit	
2.	Indoor unit, wall mounted type	
3.	Extract Fan	
4.	Condensate Drainage pipe	
5.	Refrigerant pipe	



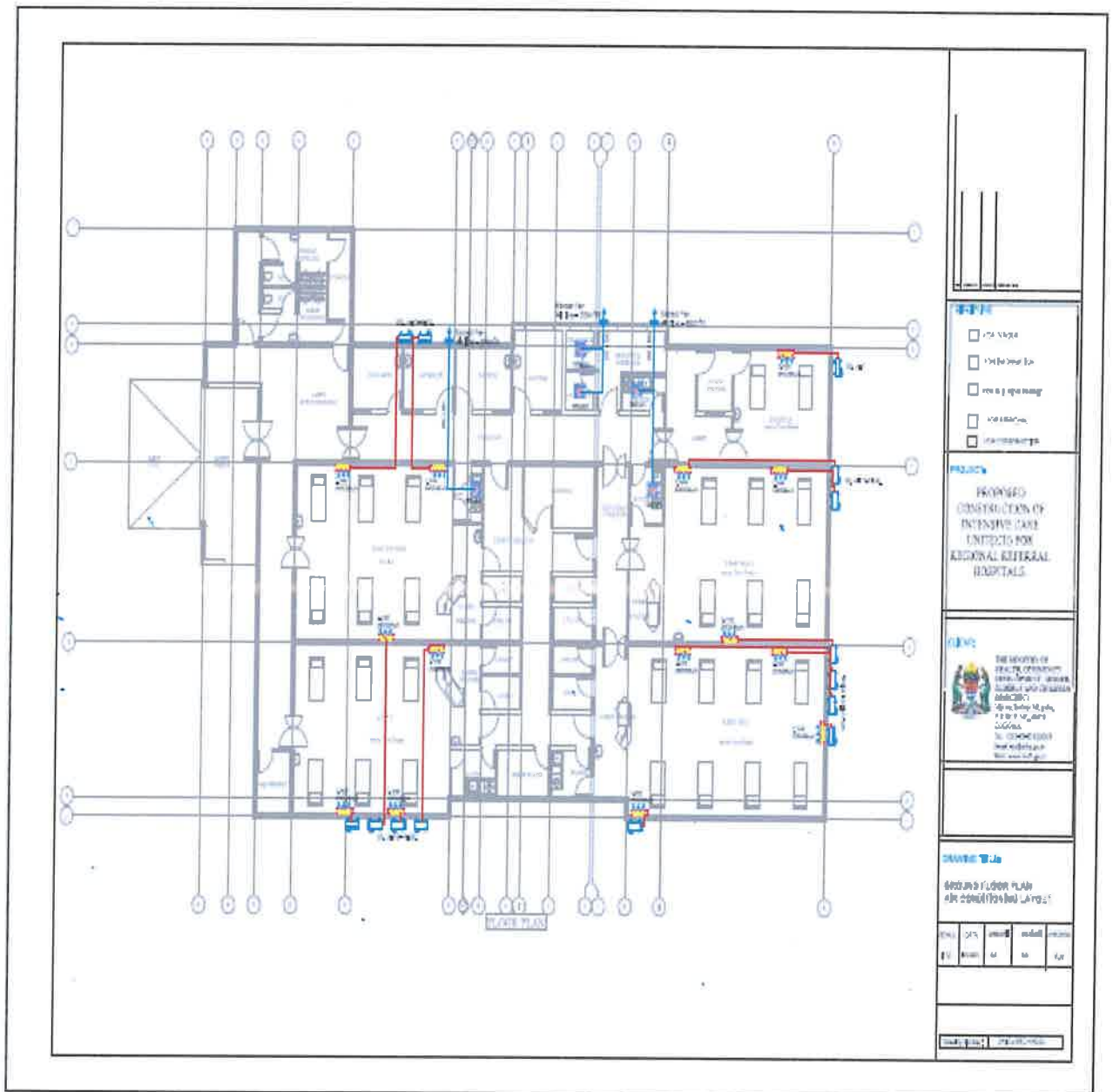
- LEGEND**
- FOR ROOM
 - FOR EXTRACT
 - FOR FAN
 - FOR CONDENSATE
 - FOR REFRIGERANT

**PROPOSED
CONSTRUCTION OF
INTENSIVE CARE
UNIT(S) FOR
REGIONAL REFERRAL
HOSPITALS**



**LEGEND
FOR CONSTRUCTION AND LAYOUT**

NO.	DATE	SCALE	STATUS	REVISION
1	2024	1:100	01	01



LEGEND:

WATER SUPPLY INSTALLATION SYMBOLS

S/No.	SYMBOL/ABREV.	DESCRIPTION
1.		MOTOR (PUMP)
2.		GATE VALVE
3.		NON-RETURN VALVE
4.		COLD WATER SUPPLY PIPE - PPR

NOTES

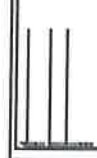
1. ALL PIPES, JOINTS, VALVES AND OTHER ACCESSORIES TO BE PPR (PPR/PV).

2. PIPE SIZE:

All water supply pipes should be complying with BS 6700-1997.

Pipes to WC, HNS, and UB are 25mm.

Distribution pipes should be 20, 25, 32, 40 and 50mm.



- LEGEND:**
- AIR PUMP
 - GATE VALVE
 - NON-RETURN VALVE
 - PUMP
 - WATER SUPPLY PIPE

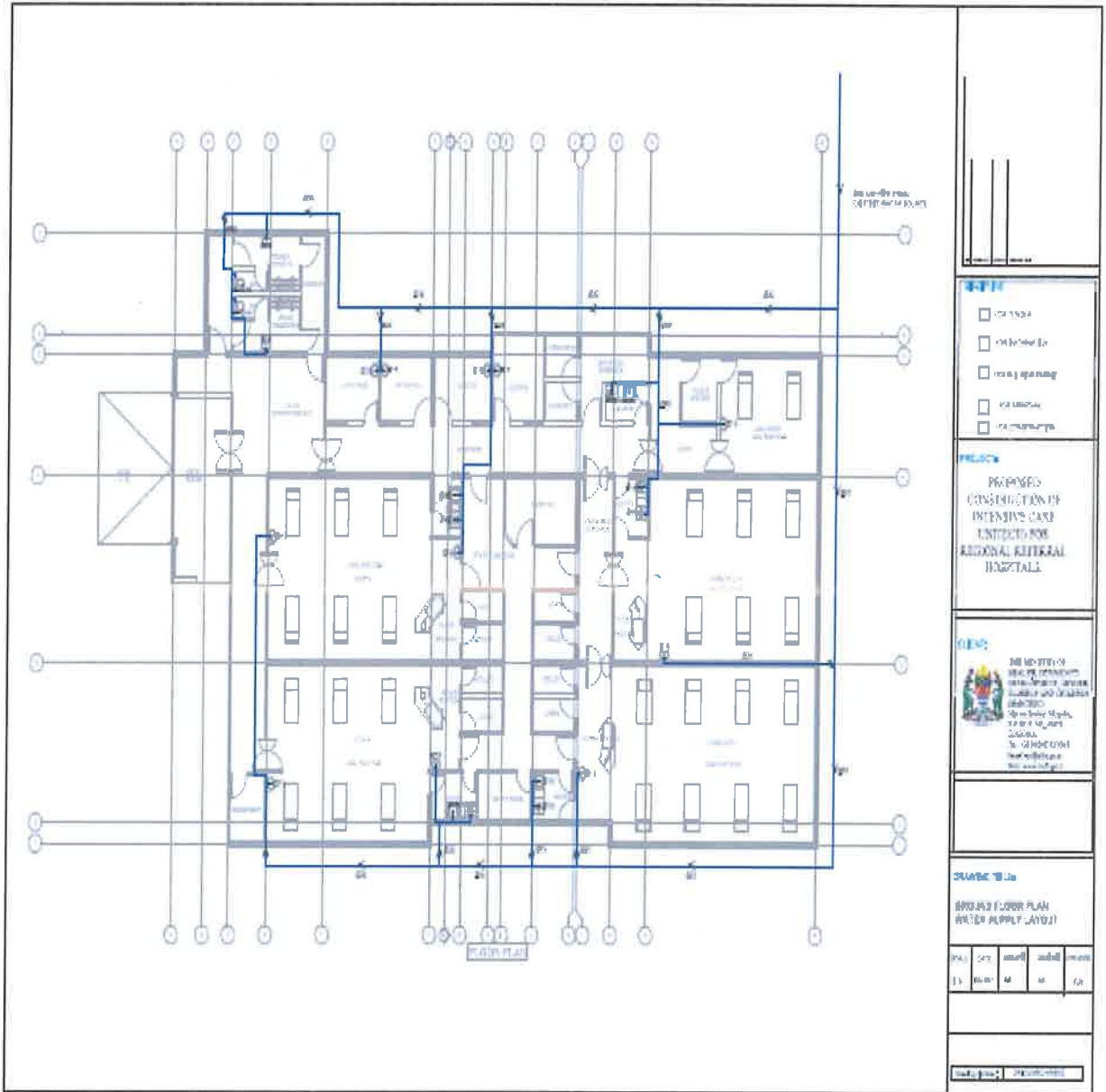
PROJECT:
CONSTRUCTION OF
INTENSIVE CARE
UNIT FOR
REGIONAL REFERRAL
HOSPITAL



PROJECT TITLE:
LEGEND
WATER SUPPLY INSTALLATION

DATE	BY	SCALE	STATUS	REVISION

DATE: _____
BY: _____
SCALE: _____
STATUS: _____
REVISION: _____



- LEGEND**
- WATER SUPPLY
 - DRAINAGE
 - ELECTRICAL
 - TELEPHONE
 - AIR CONDITIONING

PROJECT

PLANNING
CONSTRUCTION OF
INTENSIVE CARE
UNIT FOR
REGIONAL REFERRAL
HOSPITAL



DRAWN BY

ARCHITECT FLOOR PLAN
WATER SUPPLY (A1021)

NO.	DATE	REVISION	BY	CHKD.	APPD.
1	10-10-11	M	M	M	GR

Scale: 1:500

LEGEND FOR WASTE WATER DRAINAGE SYSTEM

S/No.	SYMBOLS/ABBREVIATIONS.	DESCRIPTION
1	—————	SOIL WATER DRAINAGE PIPELINE
2	—————	WASTE WATER DRAINAGE PIPELINE
3	MH	MANHOLE
4	WC	SHOWER/ WATER CLOSET
5	FD	FLOOR DRAIN

NOTES

1. PIPE FITTINGS

All pipes and fittings to be uPVC pipes class 'B'

2. PIPE SIZE

Pipes from WC should be Ø100.

Pipes from HWB and Kitchen sinks should be Ø50.

Pipes from manholes to manholes are Ø100

3. SLOPE

The Slope between manholes is 1% (1:100)

4. MANHOLE DESCRIPTIONS

Manhole size: 600 x 600 Internally - Depth to depend on the level in consideration

Gully trap size: 200 x 200 x 200 Internally for light duty.

LEGEND

HWB

WC

MH

FD

SWD

WWD

PROJECT

PROPOSED
CONSTRUCTION OF
INTENSIVE CARE
UNIT FOR
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HOSPITAL

CLIENT

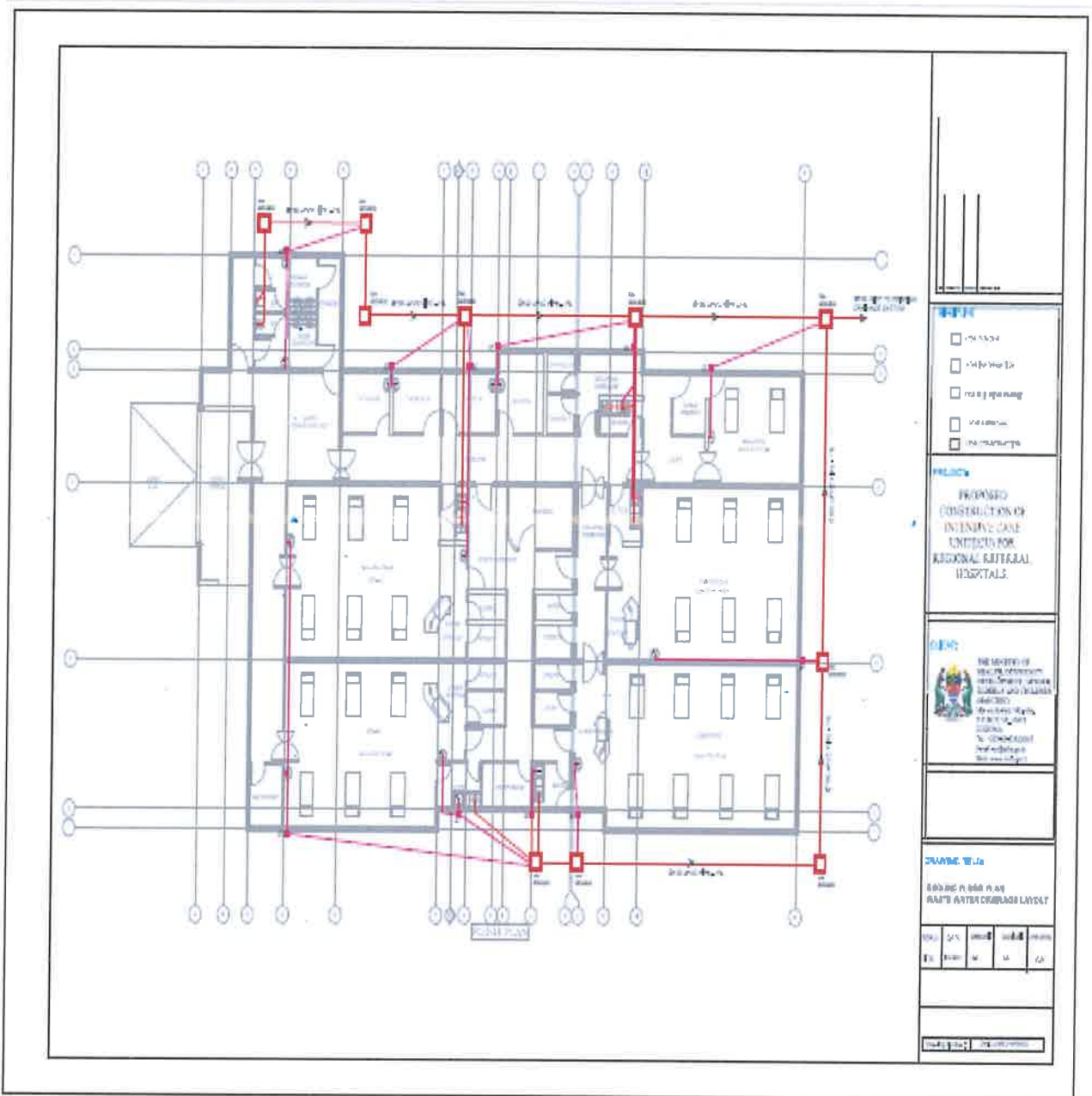
THE MINISTRY OF
HEALTH SERVICES
KENYA
NATIONAL HOSPITAL
KISumu

DRAWING TITLE

LEGEND
WASTE WATER DRAINAGE LAYOUT

DATE	BY	SCALE	NO.	REV.
2024	JK	1:100	01	01

Drawn by: _____



ICU BOQ

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENTNO.1-SUBSTRUCTURE ALLPROVISIONAL				
a	150mmhardcorestone -(4.5 m3Lorry)	26	Trips	120,000	3,120,000
b	Sandblinding	3	Trips	100,000	300,000
c	soilsterilizationoverhardcorebed.	796	M ²	2,000	1,592,000
d	Earth filling selected imported pure sand;well compacted in 300mm thick layers; tomakeuplevelsunderthefloors	20	Trips	100,000	2,000,000
	CONCRETE WORK				
	<u>50mmblinding1:4:8</u>				
e	cement-50 Kgs42.5	39	Bags	17,500	682,500
f	sand	1.25	Trips	100,000	125,000
g	aggregates(1/2")	2.50	Trips	360,000	900,000
	<u>Plain concrete grade '20'(1:2:4)</u>				
	<u>150mmoversitebed</u>				
h	cement-50 Kgs42.5	477	Bags	17,500	8,347,500
j	sand	7.5	Trips	100,000	750,000
k	aggregates-1/2"	15.0	Trips	360,000	5,400,000
	Reinforcement				
l	Fabric reinforcement to BS 4483 ref. A252weighing3.95kgpersquaremetrelaidinbed andramps	796	M ²	8,500	6,766,000
	ToCollection				29,983,000



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Reinforced concrete grade 20 to:-				
	<u>Plinth beams</u>				
a	cement-50 Kgs 42.5	174	Bags	17,500	3,045,000
b	sand	2.7	Trips	100,000	270,000
c	aggregates-3/4"	5.4	Trips	360,000	1,944,000
d	Y16 Reinforcement bars; 12 metres long	138	No	52,000	7,176,000
e	Y8 Reinforcement bars; 12 metres long	175	No	15,000	2,625,000
f	Binding wires	30	Kgs	3,000	90,000
	<u>Columns bases & starter columns</u>				
g	cement-50 Kgs 42.5	5	Bags	17,500	87,500
h	sand	0.1	Trips	100,000	10,000
j	aggregates-3/4"	0.2	Trips	360,000	72,000
	<u>Reinforcement bars; 12 metres long</u>				
k	Y12 Reinforcement bars; 12 metres long	5	No	30,000	150,000
l	Y8 Reinforcement bars; 12 metres long	3	No	15,000	45,000
m	Binding wires	2	Kgs	3,000	6,000
	To Collection				15,520,500

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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Walling</u>				
	<u>Solid concrete blocks to B.S 2028 type 'A' bedded and jointed in cement and sand mortar (1:4)</u>				
a	6" cement and sand block-5Mpa (230mm thick)	7,134	No	1,200	8,560,800
	<u>block making mortar</u>				
b	cement-50 Kgs 42.5	204	Bags	17,500	3,567,000
c	sand	7	Trips	100,000	700,000
d	SIKAFLEX-PRO2HP ISOLATION JOINT; for expansion joint sealant applied in accordance to Manufacturer's specifications to 150mm deep concrete slab	22	M	15,000	330,000
	<u>Damp Proof Courses</u>				
e	DPM Sheets 1000 gauge	796	M ²	2,500	1,990,000
f	dpc; 230mm wide	5	Roll	150,000	750,000
g	Allow cost for construction of reinforced ramp - size 6600x4500mm length as per project manager's instructions	1	No	820,000	820,000
	<u>15mm thick plaster top lintel level (1:4)</u>				
h	cement-50 Kgs 42.5	8	Bags	17,500	140,000
j	sand for mortar	0.3	Trips	100,000	30,000
k	4lts black bituminous paint	8	4Ltrs T	25,000	200,000
	To Collection				17,087,800

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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENTNO.2-SUPERSTRUCTURE				
	<u>FRAMES</u>				
	<u>Reinforcedconcretegrade20</u>				
	<u>Ringbeams</u>				
a	cement-50 Kgs42.5	150	Bags	17,500	2,625,000
b	sand	2.3	Trips	100,000	230,000
c	aggregates-3/4"	4.6	Trips	360,000	1,656,000
	<u>High yield hot rolled deformed steel</u>				
	<u>bar to B.S. 4449:1969</u>				
d	Y12 Reinforcement bars;12 metres long	169	No	30,000	5,070,000
e	Y8 Reinforcement bars;12 metres long	235	No	15,000	3,525,000
f	binding wires	20	Kgs	3,000	60,000
	<u>Columns</u>				
g	cement-50 Kgs42.5	4	Bags	17,500	70,000
h	sand	0.01	Trips	100,000	1,000
j	aggregates-3/4"	0.02	Trips	360,000	7,200
	<u>Reinforcement bars;12 metres long</u>				
k	Y12 Reinforcement bars;12 metres long	2	No	30,000	60,000
l	Y8 Reinforcement bars;12 metres long	3	No	15,000	45,000
m	Binding wires	1	Kgs	3,000	3,000
	To Collection				13,352,200



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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Walling</u>				
	<u>Solid concrete blocks to B.S 2028 type'A' bedded and jointed in cement and sand mortar(1:4)</u>				
a	6" cement and sand block-5Mpa(230mm block making mortar)	7,605	No	1,200	9,126,000
b	cement-50 Kgs	218	Bags	17,500	3,815,000
c	sand	7	Trips	100,000	700,000
	<u>Solid concrete blocks to B.S 2028 type'A' bedded and jointed in cement and sand mortar(1:4)</u>				
d	6" cement and sand-5Mpa (150mm thick) block making mortar	5,382	No	1,200	6,458,400
e	cement-50 Kgs	83	Bags	17,500	1,449,000
f	sand	2.8	Trips	100,000	280,000
d	Material: splay cutting; 230mm wide; 500mm high extreme including splay cutting; To collection	135	M	18,225	2,460,375
	COLLECTION				24,288,775
	Page				13,352,200
	Page				24,288,775
	TOTAL SUPERSTRUCTURE TO SUMMARY TSHS				37,640,975



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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>ELEMENT No.3-DOORS</u>				
	<u>Joinery</u> <u>Solid Core Flush Door to meet-</u> <u>manufacturers' requirements as ap-</u> <u>proved by the Project Manager</u>				
	<u>Flush doors</u>				
	<u>40mm thick Solid Core Flush</u> <u>Door; equally divided, comprising on</u> <u>both sides; 150mm metal kick plate at</u> <u>the bottom; 125mm metal bumper plate</u> <u>at the intermediate; top panel with slithav-</u> <u>ing 6mm thick clear sheet glass faced</u> <u>both sides; styles and rails with approved</u> <u>hardwood timber quality; 4mm exterior</u> <u>quality plywood; 12mm hardwood lip-</u> <u>ping glued with</u> <u>approved adhesives, pinned on all edges</u> <u>to Project Manager's</u>				
a	Dit- to; Door size 1500x2100mm; Double Swin g	8	No	240,000	1,920,000
b	Dit- to; Door size 1800x2100mm; Double Swin g	1	No	260,000	260,000
c	Ditto; Door size 900x2100mm	20	No	120,000	2,400,000
d	Ditto; Door size 1100x2100mm	14	No	130,000	1,820,000
	To Collection				
					
					
					6,400,000

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Frames and the like; Prime Quality sawn hardwood Mninga or Mkongo; door frames, transoms with onelabor; fillets, glazing and grounds;</u>				
a	45x150mm Frame	245	M	25,000	6,125,000
b	45x150mm Transome	26	M	25,000	650,000
c	45x150mm Mullions	50	M	25,000	1,250,000
d	15 x45mm Moulded Architrave	350	M	7,500	2,625,000
e	40x15mm Sprayed glazing beads	146	M	7,500	1,095,000
	<u>Glazing</u>				
	<u>5mm Thick polished clear plate glass</u>				
f	Panes over 0.10 but not exceeding 0.50 square metres	32	M ²	40,000	1,280,000
	<u>Ironmongery</u>				
	<u>Supply and fix the following Ironmongery as per HAFELE or any other equal and approved quality fixed with screws to hardwood timber</u>				
g	Three levers mortise lockset complete with furniture	43	No	70,000	3,010,000
h	Toilet mortise lockset; indicator bolts or any other equal and approved quality; complete with furniture	2	No	40,000	80,000
j	150x75mm Aluminium stainless steel brass but hinges	99	Prs	5,000	495,000
k	38mm diameter, rubber floor mounted doorstopper	41	No	10,000	410,000
	To Collection				17,020,000




ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<p><u>ELEMENT No.4-WINDOWS</u></p> <p><u>ALUMINIUM WORKS</u></p> <p><u>Supply and fix 100mm Natural Anodized Aluminium framing to pattern; neoprene gasket for bedding nylon brusher at the head; and rails and stainless screws approved by the Project Manager, including mosquito gauze and 6mm thick single glazed glass (either clear or frosted glass as shall be determined by the location usage); bedding in approved compound and fixing to concrete back-ground; including all necessary accessories, ironmongery, cutting and pinning lugs and bedding frame in cement mortar</u></p> <p><i>(Note: To be executed by the Proven Specialist Contractor)</i></p>				
a	Windows size 1800x1800mm overall height	34	No	648,000	22,032,000
b	Windows size 900x1500mm overall height	6	No	270,000	1,620,000
c	Windows size 900x900mm overall height	6	No	162,000	972,000
d	Windows size 1200x900mm overall height	1	No	216,000	216,000
e	Windows size 1200x1800mm overall height	5	No	432,000	2,160,000
	<p><i>To Collection</i></p>  				27,000,000

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	METALWORKS				
	<u>Supply and fix mild steel grille comprising of Rectangular hollow section 38 x 38mm framing, 5 x 40mm flat bar welded to framing at 148mm centre cross grid to an approved pattern; complete with rust resistant hardware; including fixing to concrete</u>				
a	Window size 1800x1800mm overall height	34	No	388,800	13,219,200
b	Window size 900x1500mm overall height	6	No	162,000	972,000
c	Window size 900x900mm overall height	6	No	97,200	583,200
d	Window size 1200x900mm overall height	1	No	129,000	129,000
e	Window size 1200x1800mm overall height	5	No	259,200	1,296,000
	To Collection				16,199,400
					
					
	COLLECTION				
	Page				27,000,000
	Page				16,199,400
	TOTAL WINDOW STOSUMMARY				43,199,400

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>ELEMENT No. 5-ROOFING</u>				
	<u>Roofcovering</u>				
	<u>Roofing; 28 gauge pre-painted green or any approved Colour with Resin Coated IT 5 troughed Alu Zinc sheets; single length; supplied by Aluminium Africa Ltd. or equal and approved; fixed in accordance with the manufacturer's Coverings; flat or sloping not exceeding 45 degrees from horizontal; fixing to timber at</u>				
a	<u>500mm general spacing with 16 Gauge galvanized roofing nails complete with galvanized steel and bituminous washers Accessories in Gauge 28 Resin Colour coated Aluminium sheet to match roofing, fixing with drive screws to sheeting;</u>	1,490	M2	17,500	26,075,000
	<u>ridge capping; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres</u>	148	M	15,000	2,220,000
b	<u>valley gutter; 550mm girth; three times bent; nailed to battens, twice fixed at 450mm centres</u>	58	M	15,000	870,000
c					
	<u>Roof structure</u>				
	<u>Sawn softwood pressure impregnated with preservative</u>				
defg	<u>50 x 150mm rafters</u>	898	MM	18,000	16,164,000
	<u>50x100mm struts</u>	2,635	MM	15,000	39,525,000
h	<u>50 x 100mm Wall plates</u>	225		15,000	3,375,000
	<u>50 x 75mm Purlins</u>	1,445	Pcs	12,000	17,340,000
	<u>Carpenter's metal-work</u>				
	<u>R4</u>	50		5,000	250,000
	<u>To Collection</u>				105,819,000



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Rainwater installation; pipe work; PLASCO-UPVC pipes and fittings; heavy grade; painted on site</u>				
a	125mm diameter half round PVC Rainwater gutter; ring seal joints in the running-length; plastic holder bats; fixing to backgrounds requiring plugging	23	No	25,000	575,000
b	Ditto; 75mm down pipe	8	No	44,000	352,000
c	Gutter support bracket	48	No	15,000	720,000
d	Extra; clamp 3"	135	No	15,000	2,025,000
e	Connector outlet	23	No	15,000	345,000
f	Elbow	8	No	20,000	160,000
g	Angle	22	No	20,000	440,000
	<u>Impregnated Treated softwood timber or other equal and approved hardwood</u>				
h	20x250mm Fascia board	143	LM	15,000	2,145,000
	To Collection				6,762,000
					
	COLLECTION				
	Page				105,819,000
	Page				6,762,000
	TOTAL ROOFING TO SUMMARY				112,581,000




ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NO.6- FINISHINGS				
	<u>15mm Thick plaster 1:4 to internal walls, sides and soffities of beams, columns and the like</u>				
a	cement-50 Kgs42.5	395	Bags	17,500	6,912,500
b	sand for mortar	13	Trips	100,000	1,300,000
	<u>15mm thick Rendering to walls (1:4)</u>				
c	cement-50 Kgs42.5	52	Bags	17,500	910,000
d	sand for mortar	1.70	Trip	100,000	170,000
	<u>White glazed ceramic wall tiles with-cushioned edges to BS 1282 fixed to backing-with adhesive and pointed with white grout</u>				
e	200x300x6mm Tiling to walls	25	M ²	20,000	500,000
f	cement-50 Kgs42.5	5	bags	17,500	87,500
g	sand for mortar	0.2	Trips	100,000	20,000
	<u>Tiles, slab or block finishings</u>				
	<u>Approved Porcelain non slippery/non-glazed floor tiles or other equal and approved with cushioned edges fixed to screed with adhesive and pointed with-coloured grout</u>				
h	500x500x12mm Tiling to floors	460	M ²	25,000	11,500,000
j	Skirting 150mm high w	680	M	10,000	6,800,000
k	cement-50 Kgs42.5	110	bags	17,500	1,925,000
l	sand for mortar	4	Trips	100,000	400,000
	To Collection				30,525,000



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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Allow for EPOXY finishings as per project Manaher's instructions</u>				
a	Epoxy Floor finish to operating rooms	402	M ²	8,000	3,216,000
	<u>Ceiling finish</u>				
b	9mm Gypsum ceiling (Thailand)	330	Pcs	5,000	1,650,000
c	Cornices (plain)	304	Pcs	80,000	24,320,000
d	50x50mm Treated softwood bandering	984	Pcs	8,000	7,872,000
e	Assorted nails	50	Kgs	3,000	150,000
f	Gypsum powder-Thailand	60	Bgas	16,000	960,000
g	Fibretape	35	Roll	5,000	175,000
h	Gypsum screws	35	Boxes	10,000	350,000
j	Extra; access panels; Local Fund designed dimensions; pre-drilled fixed-with screws, plastic sockets and cups as per project manager's instructions	4	No	20,000	80,000
	To Collection				38,773,000
	<i>Masa</i>				
	<u>COLLECTION</u>				
	Page				30,525,000
	Page				38,773,000
	TOTAL FINISHING TO SUMMARY				69,298,000





ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NO.7- PAINTINGS ANDDECORATIONS				
	<u>Prepare and apply one thinned coat and two full coats of wash 'n' ware paint toplastered walls and gypsum ceiling</u>				
a	Wash'n'ware paint	4,022	SM	6,000	24,132,000
	<u>External work</u>				
	<u>Prepare and apply one primer coat and two finishing coats of Galaxy weath- erguard paint or other equal and ap- proved</u>				
b	Weatherguard paints	413	SM	6,000	2,478,000
c	Gloss oil paints (Provisional)	235	SM	5,000	1,175,000.00
	<i>Handwritten signature</i>				
					
	TOTAL DECORATION TO SUMMARY				27,785,000

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT No. 8-PLUMBING ANDENGINEERINGINSTALLATIONS (Provisional)				
	<u>Sanitaryinstallations</u> <u>Supply and fix the following sanitaryappliances(Armitage Shanksreferences) including all connectionsand fixingtofloororwallwhere necessary</u>				
a	480 x 420mm White vitreous chinaTempo 48 Hand Wash Basin countertopsingle central tapholebasin monoblockmixer with pop up waste , 32mm chromeplated metal bottle trap with 75mm seal,concealedbracketswithfixingclampsin aluminiumalloyandisovalve.	13	No	150,000	1,950,000
b	WesternTypeWhitevitreousWC suiteto BS 3402 complete with horizontal outletflush valve cistern 6 litre, plastic seatcover, S or P or Turned P trap; bottomsupply and internal overflow domexscrews;includingallnecessary accessoriesand connectiontodrainpipe.	2	No	250,000	500,000
c	ApprovedStandardStainlessSteelSluice Trough for Surgical theatre room;completewithallaccessories	5	No	250,000	1,250,000
d	Vitreouschinatoiletrollholderwith-shelf,screwedto wall	2	No	30,000	60,000
e	WallmountedtissuepaperDispenser	2	No	30,000	60,000
f	Mirror,specialqualityplateglasssize500x 1000 thick with silver resistantcoating one side with domexscrewstobackgroundrequiringplugging		No	150,000	1,950,000
	ToCollection				5,770,000

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Sundries				
a	Allow Provisional sum for plumbing accessories and pipe works	1	PS	5,000,000	5,000,000
b	Allow cost for Medical Gas installation as per project Manager's instructions	1	PS	5,000,000	5,000,000
c	Allow cost for ICT installation as per project Manager's instructions	1	PS	5,000,000	5,000,000
	To collection				15,000,000
	<i>Masa</i>				
	COLLECTION				
	Page				5,770,000
	Page				15,000,000
	TOTAL PLUMBING TO SUMMARY				20,770,000



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	GENERAL SUMMARY				
1	Substructure				65,741,300
2	Superstructure				37,640,975
3	Doors				28,470,000
4	Windows				43,199,400
5	Roofing				112,581,000
6	Finishings				69,298,000
7	Decorations				27,785,000
8	Plumbing and Engineering Installations				20,770,000
	Subtotal			Tshs.	405,485,675
	Add: Electrical Installations			Sum	40,000,000
	Subtotal				445,485,675
	Add: 20% Labour charges				89,097,135
	Add: 1% Transport charges				4,454,856.75
	Subtotal				539,037,667
	Add: Preliminary works				20,000,000
	 				
	(Includes Water for the works, removing rubbish and cleaning, Tools, plants and Scaffolding, Site accommodation, Watching and Lighting, Testing, etc)				
	Add: Direct Labour cost				358,500
	GRAND TOTAL			Tshs.	559,396,167