

**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 PRELIMINARY WORKS FOR
CARRYING OUT THE CONSTRUCTION OF ADMINISTRATION BLOCK-LOT 1**

CONTRACT NO: ME/007/2021-2022/HQ/W/70-LOT 1

APRIL, 2022

FORM OF CONTRACT

This Contract is made the 14 day of April 2022 between **MIREMBE NATIONAL MENTAL HEALTH HOSPITAL** of P.O. Box 910 DODOMA. (Hereinafter called "Employer") and **M/S LINIMO CONSTRUCTION LIMITED** (hereinafter called "the Contractor") of the other part:

Whereas the Employer is desirous that the Contractor execute **PROVISION OF LABOUR ,EQUIPMENTS AND PRELIMINARY WORKS FOR CARRYING OUT THE CONSTRUCTION OF ADMINISTRATION BLOCK-LOT 1** (Hereafter called "the work") and the Employer has accepted a Tender by the Contractor for for excution and completion of such works and the remedy of any deffects therein in the sum of **Tanzanian Shillings Fifty Millions Three Hundred and Thirty Five Thousand,Two hundred and Thirty only (50,335,230/=)** VAT inclusive which is equivalent to 20% of the Total **Cost of Material plus Preliminary Works Labour cost and LandScaping** with a completion of Ten (10) weeks.

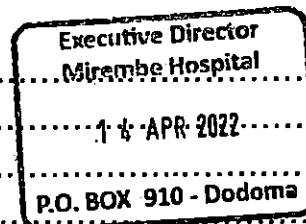
Now This Contract Witnesseth As Follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents attached hereto shall be deemed to form an integral part of this Contract: -
 - I. This form of Contract
 - II. The Special Conditions of Contract
 - III. The General Conditions of Contract
 - IV. Negotiation Minutes
 - V. Bill of Quantity
 - VI. Drawings
3. All the aforesaid documents are hereafter referred to as "the Contract" and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum **Tanzanian Shillings Fifty Millions Three Hundred and Thirty Five Thousand,Two hundred and Thirty only (50,335,230/=)** may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, The parties 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... [Signature]
Date... 14/04/2022

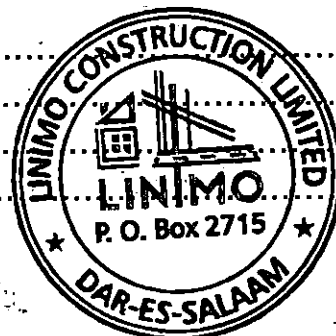


Witness to the signature of Employer

Name... DICKSON RUKANANDA
Designation... LEGAL OFFICER
Signature... [Signature]
Date... 14 April, 2022

Signed by, the said Managing Director,
For and on behalf of the Contractor,
M/S LINIMO CONSTRUCTION, P. O. BOX 1275, DAR ES SALAAM.

Name... ENG. BWIGAME JAPHARY
Designation... MANAGING DIRECTOR
Signature... [Signature]
Date... 14th APRIL 2022



Witness to the signature of Contractor

Name... DOMIN AMINIGZI WRI
Designation... ENGINEER
Signature... [Signature]
Date... 14/ APRIL 2022

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 Mental Health Hospital 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 : PROVISION OF LABOUR ,EQUIPMENTS AND PRELIMINARY WORKS FOR CARRYING OUT THE CONSTRUCTION OF ADMINISTRATION BLOCK - LOT 1</p> <p>The Commencement Date shall be Three (3) Days after possession of site.</p> <p>The Intended Completion Date for the whole of the Works shall be (10) Ten Weeks.</p> <p>The Site is located within Mirembe National Mental Health Hospital 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:</p> <ol style="list-style-type: none"> 1. General Conditions of Contract 2. Special Condition of Contract 3. Negotiation. 4. Bill of Quantity. 5. Specifications and Drawings.
4	4.1	<p>The language of the Contract documents is English</p> <p>The law that applies to the Contract is the Laws of Tanzania</p>

SPECIAL CONDITION OF CONTRACT

5	7.1	<p>Address for communication:</p> <p>Employer: Executive Director, Mirembe National Mental Health Hospital P. O. Box 910, Dodoma.</p> <p>Consultant: PSM Architecture Ltd</p>
6	11.1	Include the Schedule of Other Contractors if any: All Sub Contractors that will be nominated by the Contractor.
7	12.1	<p>Include the Schedule of Key Personnel</p> <ul style="list-style-type: none"> • Site Engineer • General Foreman • Technicians
8	16.1	The minimum insurance covers shall be: N/A
9	17.1	<p>Site Investigation Reports available to the Tenderer are: Not Available.</p> <p>However, the Contractors are expected to supplement the provided information by their own investigations to an extent, which they consider necessary for preparing a realistic tender for the envisaged works.</p>
	24.1	Unless otherwise state tax payment status... Not Applicable
10.	25.4	<p>The other measures include:</p> <ol style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
11.	27.1	The Site Possession Date shall be Three (3) Days after last date of signing party.
	30.4	Arbitration will take place in Dodoma City in accordance with the rules and regulations published by NCC
12.	31.1	<p>Hourly rate of Fees payable to the Adjudicator is:</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include: Not Applicable</p>

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 Seven (7) 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: Three (3) days after the last signature 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	(i) 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 Eighty percent (80%) 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 percent (10%) of the contract price in the form of:

		<p>(a) Bank Guarantee</p> <p>(b) 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

<p>1. Definitions</p>	<p>1.1 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 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</p>
--	---

	<p>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 reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
--	---

2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the Special Conditions of Contract , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Agreement, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Drawings, (6) Bill of Quantities, (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- a) Submission of performance Security in the form specified in the SCC; and b) Furnishing of Advance Payment (if any) Unconditional Guarantee.
	3.2	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
	3.3	If the Conditions precedent stipulated on GCC 3.2 is not met by the date specified in the SCC this contract shall not come into effect;

4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC .
5. Project Manager's Role	5.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
6. Delegation	6.1	The Project Manager may, upon prior written consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.
7. Communications	7.1	Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective when in writing only when it is delivered at the address specified in the SCC .
8. Sub-contracting	8.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations
9. Assignment	9.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or any of the contractor's rights, claim or obligation under this Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons: <ul style="list-style-type: none"> (a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract; (b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
11. Other Contractors	11.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of

		Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
12. Personnel	12.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC , to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
13. Employers and Contractor's Risks	13.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
14. Employers Risks	14.1	From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to: (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.
	14.2	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

		<p>risk except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date;</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
15. Contractor's Risks	15.1	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.
16. Insurance	16.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p>
	16.2	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.
17. Site Investigation Reports	17.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement Date and shall carry out the Works in accordance with the Works Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
21. Approval by the Project Manager	21.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager.
22. Protection of the environment	22.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	22.2	The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental

		laws.
23. Labour Laws	23.1	The Contractor shall comply with all the relevant labour laws applicable in the United Republic of Tanzania, including laws relating to workers employment, social security, working hours, health, safety, welfare and immigration.
	23.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
24. Taxes and Duties	24.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC .
25. Health and Safety	25.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws
	25.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor's personnel, the Employers Staff and the surrounding community.
26. Discoveries	26.1	Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer.
	26.2	The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	26.3	The Contractor shall take reasonable precautions to prevent his workers or any other persons from damaging such discoveries and shall immediately upon

		discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager.
27. Possession of the Site	27.1	The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC . If possession is not given by the date stated in the SCC , the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
28. Access to the Site	28.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
29. Instructions, inspections and audits	29.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract
	29.2	The Contractor shall permit the Government, of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania if so required.
30. Disputes Resolution	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the SCC .
	30.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.

	30.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
31. Fees and Costs of Adjudicator	31.1	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
32. Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
33. Security of the Site	33.1	Unless otherwise stated in the SCC , (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		B. Time Control
34. Program	34.1	Within the time stated in the SCC , the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC . If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

	34.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	34.4	The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events if any.
35. Extension of the Intended Completion Date	35.1	The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	35.2	The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensations event(s) or variation.
	35.3	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.
36. Acceleration	36.1	When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	36.2	in the event the Contractor's priced proposals for acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.

37. Delays Ordered by the Project Manager	37.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	38.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	38.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
39. Early Warning Notice	39.1	The Contractor shall give an early warning notice to the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.
	39.2	The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event(s) or circumstance(s) could be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.
		C. Quality Control
40. Identifying Defects	40.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
	40.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

41. Tests	41.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion Date. .
43. Extension of Defect Liability Period	43.1	Every time notice of a Defect is given, the Contractor shall correct the notified Defect(s) within the period of time specified in the Project Manager's notice.
	43.2	The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.
44. Uncorrected Defects	44.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
		D. Cost Control
45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
46. Changes in the Quantities	46.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	46.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	46.3	If requested by the Project Manager, the Contractor

		shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
47. Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
48. Payments for Variations	48.1	The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	48.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is not above the limit stated in GCC 44.1 [Uncorrected Defects] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
	48.3	If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	48.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	48.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning notice.

49. Cash Flow Forecasts	49.1	When the Works Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
50. Payment Certificates	50.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	50.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty-eight (28) days from the receipt of the statement.
	50.3	The value of work executed shall be determined by the Project Manager.
	50.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.
	50.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	50.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC .
51. Payments	51.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.
	51.2	If an amount certified is increased in a later certificate

		or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	51.3	Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
	51.4	Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

52. Currencies	52.1	The currency of payment shall be stated in the SCC.
		Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature.
53. Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks.

		<p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.</p>
	53.2	If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	53.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
	53.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project Manager.
54. 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.

55. 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 day work 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>$b, c, d, \text{ etc.}$, are weightings or coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Tender; the sum of $a, b, c, d, \text{ etc.}$, shall be one;</p> <p>$L_n, M_n, E_n, \text{ etc.}$, 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>$L_o, M_o, E_o, \text{ etc.}$, 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</p>

		<p>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>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under GCC 44 [Uncorrected Defects] (before deduction of retention money and before deducting sums previously paid on account) less:</p> <ul style="list-style-type: none"> • any amount for payment or repayment of any advance payment; • any amount for materials on site (if any); • any amounts for nominated sub-contractors (if any) • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under GCC 55.3 <p>and</p> <p>(ii) the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the Appendix to Tender, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Project Manager.</p>
	55.5	<p>The base cost indices or prices shall be those prevailing 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</p>

		time for completion prescribed under GCC 20 [Commencement and Completion of Works] adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable 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.
56. 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.
57. 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]
58. 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.
59. 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.

60. 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.
61. 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.
62. 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

63. 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.
64. 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
65. 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.
66. 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.
67. 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: a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Program and the stoppage has not been authorized by the Project Manager;

		<p>b) the Project Manager instructs the Contractor in writing to delay the Works progress, and the instruction is not withdrawn in writing within 28 days;</p> <p>c) contractor's failure to submit performance security within the time stipulated in the SCC;</p> <p>d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p> <p>e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate;</p> <p>f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;</p> <p>g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</p> <p>h) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and</p> <p>i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p> <p style="padding-left: 40px;">For the purpose of this paragraph:</p> <p style="padding-left: 80px;">"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 style="padding-left: 80px;">"coercive practice"</p> <p style="padding-left: 80px;">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</p>
--	--	---

		<p>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> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	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.

68. 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.

69. 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,
70. Suspension of Financing	70.1	<p>In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract</p>
71. 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.
72. 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 12:30hrs by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> • Member were self-introduced and hence the meeting was formed by the team from Client side (MOH) (MNMH) and Contractor side (M/S LINIMO CONSTRUCTION) • Negotiation parameters were shared to the team and accepted for further discussion and Negotiation. 	All
3	Discussion on Contract Parameters	<p>I. Scope of Assignment 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>II. Project cost It was agreed by both parties the project cost will be 25,335,230/=after Discount with VAT and other tax, Plus 15,000,000/=(preliminary works) and 10,000,000/=(Land scaping)</p> <p>III. Preliminary Works It was agreed by both parties that Hospital will pay the contractors Cost of the Preliminaries and generals.</p> <p>IV. Terms of payments The payment will be paid basing on milestone as follows 1st Certificate issued after completion of Substructure and Superstructures 2nd Certificate issued after Roofing, fixing of Doors and Windows, Grills. 3rd Certification issued upon completion of the entire assignment.</p> <p>V. Resources Allocation All necessary Equipment's will be provided by the Contractor.</p> <p>VI. Performance Bond Agreed that contractors should submit</p>	<p>Info</p> <p>Info</p> <p>Linimo</p> <p>Linimo</p> <p>Linimo</p> <p>Linimo</p>

NEGOTIATION MINUTES

DISCUSSION AND RESOLUTIONS

S/N	PARTICULARS	DESCRIPTION	ACTION
1	Opening of meeting.	Chairperson of the meeting called the meeting to order at 12:30hrs by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> • Member were self-introduced and hence the meeting was formed by the team from Client side (MOH) (MNMMH) and Contractor side (M/S LINIMO CONSTRUCTION) • Negotiation parameters were shared to the team and accepted for further discussion and Negotiation. 	All
3	Discussion on Contract Parameters	<p>I. Scope of Assignment 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>II. Project cost It was agreed by both parties the project cost will be will be 25,335,230/= with VAT and other tax.</p> <p>III. Preliminary Works It was agreed by both parties that Contractors will cover the Cost of the Preliminaries. No advance payment will be required</p> <p>IV. Terms of payments The payment will be paid basing on milestone as follows 1st Certificate issued after completion of Substructure and Superstructures 2nd Certificate issued after Roofing, fixing of Doors and Windows, Grills. 3rd Certification issued upon completion of the entire assignment.</p> <p>V. Resources Allocation All necessary Equipment's will be provided by the Contractor.</p> <p>VI. Performance Bond</p>	<p>Info</p> <p>Info</p> <p>Linimo</p> <p>Linimo</p> <p>Linimo</p>

		<p>Agreed that contractors should submit performance bond of 2.5% of contract sum from insurance Company.</p> <p>VII. Staffing / Key Personnel All qualified personnel will be available as stated in the Bid Document.</p> <p>VIII. Duration of the Project Construction will be execution of the project will be Ten Weeks (10) from the date of signing the contract</p> <p>IX. Site possession Site possession will be one (1) day after signing the Contractor</p> <p>X. Any Other Business (AOB) There was no Other Business</p> <p>XI. Closing of the Negotiation Meeting The Chairperson closed up the Meeting at 13:30 hours on the 5th April,2022</p>	<p>Linimo</p> <p>Linimo</p> <p>MNMH</p> <p>Kiluswa & MNMH</p> <p>INFO</p>
--	--	---	---

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Mirembe National Mental Health Hospital

Tender ID No.: ME/007/2021-2022/HQ/14/70

Subject of Procurement: Provision of Labour, Equipment's and Preliminaries Works for Carrying out the Proposed Construction the Administration Blocks, Gate and Fence. Male Compound and Consultation Building at Mirembe National Hospital and Mental Health

Method of Procurement: National Restricted Tendering

Date of Negotiation: 05/04/2022

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS

SN	Name	Position	Name of Tenderer / Firm	Signature
1	Johann L. Malakalinga	Engineer	MIRA	
2	ZUBERI RAHMAN	Eng.	LINIMO	
3	Paul Magezi	M.M	MIREMBE HOSP.	
4	Josephat Kakuwa	so	NO IT	
5	Dr. Francis Kitya	COW	MIREMBE HOSP.	
6	Amy M. Stuld	S/O	Mirembe Hos	
7	DLOMI, Grc	A/C		
8	7			

October, 2017 Version

ACCEPTANCE LETTER



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/MRB/2022/11

Date: 11th April, 2022

M/S Mirembe National Mental Health Hospital.
P. O. Box 910
Dodoma

REF: PROVISION OF LABOUR, EQUIPMENTS AND PRELIMINARY
WORKS FOR CARRYING OUT THE RENOVATION OF
ADMINISTRATION BLOCK - LOT 1

TENDER NO: ME/007/2020-2021/HQ/W/70

Sub: Letter of Acceptance.

Dear Sir,

Reference is made to the above shown subject.

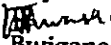
With due respect, I am the Managing director of our Company and I am glad to inform you that we have accepted the award of the above shown project. We are ready to accept all the terms and conditions mentioned in the contract.

We assure you that we will provide you the best services throughout the contract period.

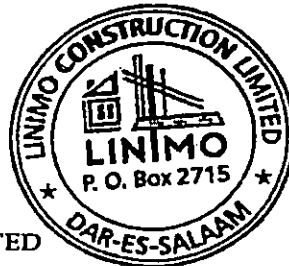
We are glad that you chose us to serve you. We hope to continue this business relationship with you.

We wish you continued success.

Sincerely,

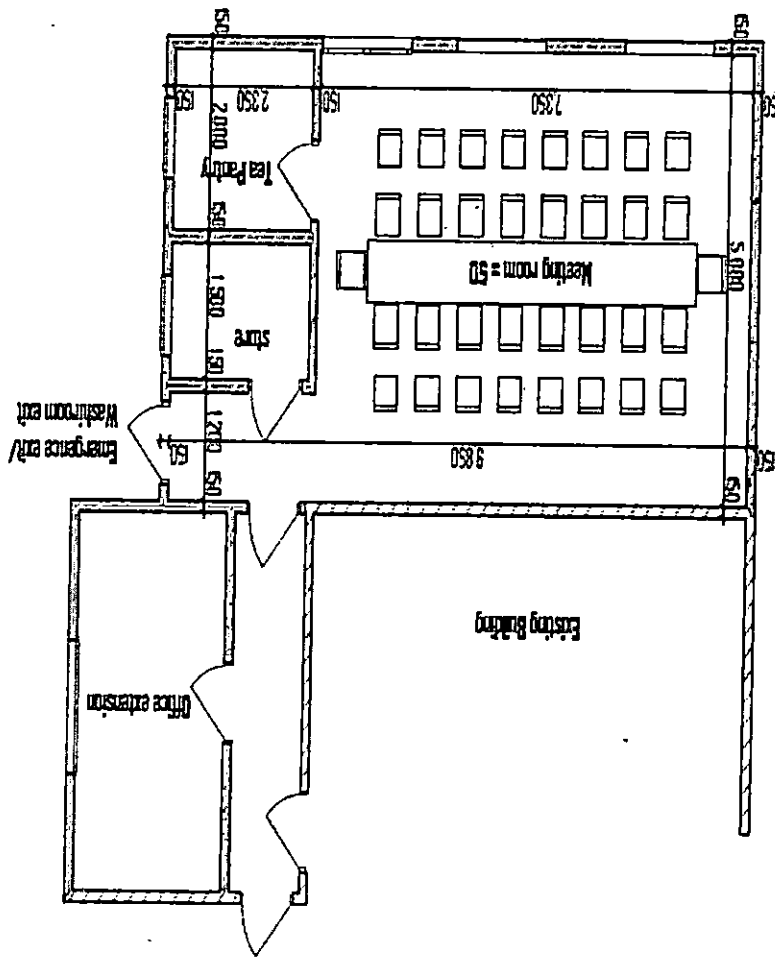

Eng. Bwigane Japhary
Managing Director

For: LINIMO CONSTRUCTION LIMITED



DRAWINGS

FLOOR PLAN (F75)



DATE	BY	APP'D

PROJECT NAME
 CONTRACT NAME
 ARCHITECT
 ENGINEER

DATE
 SCALE
 SHEET NO.

CONTRACT NO.
 PROJECT NO.
 DRAWING NO.

DATE
 SCALE
 SHEET NO.

NO.	REVISION / DATE	BY

1. The design on this drawing is the property of the architect. It shall not be copied or reproduced in any form without the written consent of the architect.

2. The design on this drawing is the property of the architect. It shall not be copied or reproduced in any form without the written consent of the architect.

3. The design on this drawing is the property of the architect. It shall not be copied or reproduced in any form without the written consent of the architect.

4. The design on this drawing is the property of the architect. It shall not be copied or reproduced in any form without the written consent of the architect.

5. The design on this drawing is the property of the architect. It shall not be copied or reproduced in any form without the written consent of the architect.

CONTRACT NO.

KEY PERSONNEL



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

SITE AGENT

PERSONAL INFORMATION

FIRST NAME: Mzee

Middle Name: Kaijage

Last Name: Thomas

EDUCATION BACKGROUND

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-PENSION PLAZA Ubungu project in Dar-es salaam), HIGHLAND ESTATES & KONOIKE (Kitonga George escarpment Project Iringa), construction and renovation activities ILLOVO (T) Ltd. Kilombero, Unitrans (T) ltd, KANBERN INTERNATIONAL AGENCY (T) LTD and MSUKWAGENERAL 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



LINIMO CONSTRUCTION LIMITED

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

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

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

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,

BUKOBA, 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 IHAWAGA – 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



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

5. ROAD WORKS ALONG MBULU TOWN AND

MBULU – ENDAGIKOT- TLAWI ROADS for REGIONAL COORDINATOR- TARURA- MANYARA 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-MWAMALULU, 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 MB ALIZI- SHIGAMBA – ISONGOLE, 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 – TANDAHIMBA – 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



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

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.



LINIMO CONSTRUCTION LIMITED

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

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

bwigane2000@yahoo.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:

gabrielsonge@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

2014-2011	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 Engineering
2009-2012	Buhare Secondary School	Secondary Education	Certificate of Secondary Education
2002-2008	Nyamatare Primary school	Primary Education	Certificate of Primary Education

LANGUAGE: Swahili & English COMPUTER KNOWLEDGE AND SKILLS



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

Microsoft Office Applications Microsoft Word, Microsoft Excel, Microsoft Power Point,
Microsoft Access & Microsoft Publisher

Computer Programming C-language (Boland)

Auto CAD 3D, Auto CAD Classics (Computer Software Engineering)

Arch CAD. Arch CAD (Computer Software Engineering)

LANGUAGES PROFICIENCY

Language	Reading	Writing	Speaking
English	Fluent	Good	Good
Swahili	Fluent	Excellent	Excellent

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



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

- 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 Kondoa, 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:

Company Name: JISHAM & CONSTRUCTION CO.LIMITED CLASS 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



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

PROJECT TITLE: CONSTRUCTION OF BUKOBA MUNICIPAL ROAD (5KM) TO BITUMEN STANDARD PHASE 1(SURFACE DRESSING)

NAME AND LENGTH, SHORE ROAD (1.05KM), BIN SAID – KILIMAEWA 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 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



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

- 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. Magasa

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

M. M. M. M.

Deputy Vice Chancellor
(Academic, Research and Consultancy)



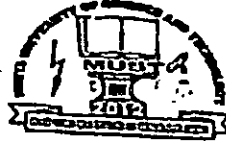
000.00000.000

A. J. J. J.

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



(Civil Engineering Department)

Serial No. : 11006

Name of the Candidate MAGESA, GABRIEL, M	Exam Date 23/03/2018	Set M	Registration No. 01110006	Date of Entry 23/03/2018	Programme ORDINARY DIPLOMA IN CIVIL ENGINEERING	NTA Level 6-6
---	-------------------------	----------	------------------------------	-----------------------------	--	------------------

Register	Match Code	Match Name	Grade	Date Appraised
1	CET 04103	ENGINEERING DRAWING	C	2014
1	CET 04104	SOIL MECHANICS	A	2014
1	CET 04105	CIVIL ENGINEERING MATERIALS I	A	2014
1	CET 04106	CONSTRUCTION TECHNOLOGY I	B	2014
1	CET 04107	BUILDING CONSTRUCTION	A	2014
1	CET 04108	ENTREPRENEURSHIP AND DEVELOPMENT I	C	2014
1	CST04109	BASIC COMPUTER APPLICATION I	B	2014
1	CST04110	ADVANCED MATHEMATICS I	B	2014
1	CST04111	PHYSICAL SCIENCE I	C	2014
1	CST04112	COMMUNICATION SKILLS I	C	2014
0	CET 04201	LAND SURVEYING	B	2014
0	CET 04204	CONSTRUCTION TECHNOLOGY II	C	2014
0	CET 04205	STRUCTURAL MECHANICS	C	2014
0	CET 04207	ROAD CONSTRUCTION	D	2014
0	CET 04208	ROAD MAINTENANCE	D	2014
0	CET 04211	BUILDING CONSTRUCTION (MAINTENANCE)	D	2014
0	CET 04212	CIVIL ENGINEERING MATERIALS II	B	2014
0	CET 04213	ESTIMATING AND COSTING	D	2014
0	CST 04201	ADVANCED MATHEMATICS II	D	2014
0	CST 04202	PHYSICAL SCIENCE II	D	2014
0	CST 04203	COMMUNICATION SKILLS II	C	2014
0	CST 04204	BASIC COMPUTER APPLICATION II	C	2014
0	CST04204	ENTREPRENEURSHIP AND DEVELOPMENT II	C	2014
0	PT	INDUSTRIAL PRACTICAL TRAINING (PT)	A	2014
1	CET 05103	ENGINEERING DRAWING	B	2015
1	CET 05104	SOIL MECHANICS	A	2015
1	CET 05104	CIVIL ENGINEERING MATERIALS I (THEORY)	A	2015
1	CET 05107	BUILDING CONSTRUCTION I	B	2015
1	CET 05108	STRUCTURAL MECHANICS	A	2015
1	CET 05109	ROAD DESIGN AND CONSTRUCTION	B	2015
1	CET 05112	CIVIL ENGINEERING MATERIALS (PRACTICAL)	D	2015
1	CST05101	ADVANCED MATHEMATICS III	B	2015
1	CST05102	PHYSICAL SCIENCE III	B	2015
1	CST05103	COMMUNICATION SKILLS III	D	2015
1	CST05104	ENTREPRENEURSHIP AND DEVELOPMENT III	B	2015
1	CST05105	BASIC COMPUTER APPLICATION III	C	2015
0	CET 05201	LAND SURVEYING	C	2015
0	CET 05202	ROAD MAINTENANCE	B	2015

Register	Match Code	Match Name	Grade	Date Appraised
0	CET 03111	BUILDING CONSTRUCTION II	C	2015
0	CET 03114	REINFORCED CEMENT CONCRETE DESIGN	C	2015
0	CET 03114	WORKSHOP PRACTICE	B	2015
0	CET 03115	QUANTITY SURVEYING	C	2015
0	CET 03116	CONSTRUCTION MANAGEMENT	B	2015
0	CET 03204	WATER SUPPLY AND SANITATION	B	2015
0	CST 03203	PHYSICAL SCIENCE IV	A	2015
0	CST 03203	COMMUNICATION SKILLS IV	A	2015
0	CST 03204	ENTREPRENEURSHIP AND DEVELOPMENT IV	D	2015
0	CST 03205	BASIC COMPUTER APPLICATIONS IV	D	2015
0	CST03205	ADVANCED MATHEMATICS IV	B	2015
0	CST03205	INDUSTRIAL PRACTICAL TRAINING (PT)	A	2015
1	CED 00107	BUILDING CONSTRUCTION I	A	2016
1	CED 00116	CONSTRUCTION MANAGEMENT I	B-	2016
1	CED 00119	REINFORCED CEMENT CONCRETE DESIGN I	C	2016
1	CED 00123	SOIL MECHANICS AND FOUNDATION	D-	2016
1	CED 00123	STRUCTURAL DESIGN DESIGN	B	2016
1	CED 00134	WATER SUPPLY AND SANITATION I	A	2016
1	CED 00129	HYDRAULICS AND FLUID MECHANICS I	A	2016
1	CED 00401	ADVANCED MATHEMATICS V	A	2016
1	CED	PHYSICAL SCIENCE V	D-	2016
1	CED00104	ENTREPRENEURSHIP AND DEVELOPMENT V	D-	2016
1	CED00103	COMMUNICATION SKILLS V	B	2016
1	CED00105	BASIC COMPUTER APPLICATION V	B	2016
1	PT	PROJECT	A	2016
0	CED 00207	BUILDING CONSTRUCTION II	B	2016
0	CED 00214	CONSTRUCTION MANAGEMENT II	B-	2016
0	CED 00219	REINFORCED CEMENT CONCRETE DESIGN II	B-	2016
0	CED 00211	STRUCTURAL STEEL DESIGN	A	2016
0	CED 00214	WATER SUPPLY AND SANITATION II	A	2016
0	CED 00215	HYDRAULICS AND FLUID MECHANICS II	B-	2016
0	CED 00215	CONSTRUCTION MATERIALS	B-	2016
0	CED 00212	PHYSICAL SCIENCE VI	B-	2016
0	CED00211	ADVANCED MATHEMATICS VI	B-	2016
0	CED00213	COMMUNICATION SKILLS VI	D-	2016
0	CED00214	ENTREPRENEURSHIP AND DEVELOPMENT VI	B	2016
0	CED00215	BASIC COMPUTER APPLICATION VI	D-	2016
0	PT	PROJECT	A	2016

Checked by: *[Signature]*
 Director of Postgraduate Studies

CLASSIFICATION: UPPER SECOND CLASS

DATE: December 13, 2018

60



Eng. Mubets P. Nyanga
Board Member

Eng. Prof. N. M. Tema
Chairman

Eng. P. Barot
Ag. Registrar

Sealed and given under our hands at Dar es Salaam
this 20th day of September 2018

and was given registration number 5337.
in the discipline of CIVIL engineering
registered as such on the 24th day of August 2018

PROFESSIONAL ENGINEER

having satisfied the requirements for registration as a

Mzee H. Thomas

It is hereby certified that

(Under the Engineers Registration Act, 1997)

of Registration

Certificate

BOARD

ENGINEERS REGISTRATION

UNITED REPUBLIC OF TANZANIA



EBB-B-0116002613

Not valid without hologram sticker, photograph of the bearer and practicing license



**TBE UNITED REPUBLIC OF TANZANIA
ENGINEERS REGISTRATION BOARD
PRACTISING LICENCE**

Eng. Mzee K. Thomas

Professional Engineer

Specialization: Civil Eng.

Eng No. 337

Date of Issue: July 23, 2020

Valid up to December 31, 2022

**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

If found lost, return to the above address

ID Serial No: 003434


BOQ

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>High yield hot rolled deformed steel bar to B.S. 4449:1969</u>				
A	Y16 Reinforcement bars;12 metres long	74	No	48,150	3,563,100.00
B	Y8 Reinforcement bars;12 metres long	29	No	12,600	365,400.00
C	Wire nails	10	Kg	5,000	50,000.00
D	Binding wires	5	Kgs	5,000	25,000.00
	<u>Reinforced Concrete grade "20" including vibrating around reinforcement</u>				
	<u>Columns bases & starter columns</u>				
E	cement	28.76	Bag	17,000	488,994.80
F	hard river sand	1.30	m3	40,000	51,880.00
G	aggregates;20mm thick	2.59	m3	80,000	207,536.00
	<u>Foundation wall</u>				
	<u>Concrete blocks; B.S. 6073; type A; 7.0 N per square millimetre; solid; in cement mortar 1:4</u>				
H	230mm thick wall	655	No	2,500	1,637,500.00
	<u>Materials for mortar (1:3)</u> <i>Amasa</i>				
J	cement	15	Bags	17,000	255,000.00
K	fine sand	3	m3	40,000	120,000.00
L	DPM Sheets 1000gauge	110	m2	4,000	440,000.00
M	dpc;230mm wide	59	m	3,000	177,000.00
	To Collection				7,381,410.80



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 01 SUBSTRUCTURE				
A	150mm hardcore stone	16.5	m3	80,000	1,320,000.00
B	soil sterilization over hardcore bed.	110	m2	10,000	1,100,000.00
	<u>CONCRETE WORK</u>				
	<u>50mm blinding 1:4:8</u>				
C	cement	2	Bag	17,000	34,000.00
D	hard river sand	0.2	m3	40,000	7,080.00
E	aggregates 20mm thick	0.4	m3	80,000	28,356.80
	<u>Plain concrete grade 20(1:2:4)</u>				
	<u>100mm over site bed</u>				
F	cement	69.69	Bag	17,000	1,184,730.00
G	hard river sand	3.1	m3	40,000	125,680.00
H	aggregates 20mm thick	6.3	m3	80,000	502,720.00
	<u>Reinforced Concrete grade "20" including vibrating around reinforcement</u>				
	<u>Plinth beams and columns</u>				
J	cement	25.53	Bag	17,000	434,010.00
K	hard river sand	1.15	m3	40,000	46,052.00
L	aggregates;20mm thick	2.30	m3	80,000	184,208.00
	To Collection			TZS	4,966,836.80



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Finishes</u>				
	<u>12mm cement and sand (1:4) external rendering to concrete block wall</u>				
A	cement - 50 Kgs 42.5 for plaster	1.916	Bags	17,000	32,572.00
B	sand for mortar	0.17	m3	40,000	6,912.00
	<u>Prepare and apply one undercoat and two finishing coats of matt weather-guard/bituminous paint to rendered plinth wall</u>				
C	4lts matt weather-guard	1	Tin	40,000	40,000.00
	<u>Swan Formwork</u>				
D	25 x 200mm treated softwood timber	7	pc	8,000	56,000.00
E	50 x 100mm treated softwood timber	8	pc	8,000	64,000.00
F	Shuttering/ Marine plywoods (9mm thick)	20	pc	46,500	930,000.00
G	4" wired nails	10	kg	5,000	50,000.00
	To Collection			TZS	1,179,484.00
	COLLECTION				
		Page 1			4,966,836.80
		Page 2			7,381,410.80
		Page 3			1,179,484.00
	<i>Amasa</i>				
TOTAL SUBSTRUCTURE				TZS	13,527,731.60


ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>ELEMENT NR. 02: SUPERSTRUCTURE</u>				
	<u>Reinforced Concrete grade "20" including vibrating around reinforcement</u>				
	<u>Columns</u>				
A	cement	8	Bags	17,000	129,914.00
B	sand	0.3	m3	40,000	13,784.00
C	aggregates	0.7	m3	80,000	55,136.00
	<u>Reinforcement bars;12 metres long</u>				
D	Y12		No	27,200	-
E	Y8		No	12,600	-
F	binding wires		Kgs	5,000	-
	<u>Reinforced Concrete grade "20" including vibrating around reinforcement</u>				
	<u>Ring beams</u>				
G	cement	25.53	Bags	17,000	434,010.00
H	Hard river sand	1.15	m3	40,000	46,052.00
J	aggregates <i>Amasa</i>	2.30	m3	90,000	207,234.00
	<u>Reinforcement bars;12 metres long</u>				
K	Y12		No	27,200	-
L	Y8		No	12,600	-
M	binding wires		Kgs	5,000	-
	<u>Block work</u>				
	<u>Solid concrete blocks to B.S 2028 type 'A' 6073 bedded and jointed in cement mortar (1:4)</u>				
N	150mm thick wall	2,332	No	2,000	4,664,000.00
	To Collection			TZS	5,550,130.00



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<u>Materials for mortar (1:3)</u>				
A	cement	70	Bags	17,000	1,190,000.00
B	fine sand	8	m3	40,000	320,000.00
	To Collection			TZS	1,510,000.00
	COLLECTION				
	Page 5				5,550,130.00
	Page 6				1,510,000.00
	TOTAL SUPERSTRUCTURE TO SUMMARY			TZS	7,060,130.00



Handwritten signature: Anasa

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NR. 06: FINISHING</u>				
	<u>In situ finishing</u>				
	<u>Internal plastering in two coats, steel trowelled to a smooth finish</u>				
A	Cement	27	bag	17,000	459,000.00
B	Sand	2.42	m3	40,000	96,960.00
	<u>External cement and sand (1:4) rendering with approved plasticiser in two coats, steel trowelled to a smooth finish</u>				
C	Cement	21	bag	17,000	357,000.00
D	Sand	1.82	m3	40,000	72,600.00
	<u>Plain sheet finishings</u>				
E	10mm Gypsum plaster board (Thailand)	95	pc	16,000	1,520,000.00
F	600x600mm gypsum board access panels	2	Nr	16,000	32,000.00
G	100mm Girth moulded gypsum cornice	94	pc	5,000	470,000.00
H	50 x 50mm Softwood brandering pressure impregnated with preservatives (Provisional)	372	pc	5,000	1,860,000.00
	<u>Tiles, slab or block finishings</u>				
	<u>Non-glazed porcelain floor tiles ex-Italy cat. No. Imarmi Del Rinascimento 40STO Bianco Asiago or other equal and approved with cushion edges fixed to screed with adhesive and pointed with coloured grout</u>				
K	400 x 400 x 8mm Tiling to floors	227	Boxes	25,000	5,675,000.00
L	150mm high skirting	11	Boxes	30,000	330,000.00
M	cement - 50 Kgs 42.5	129	bags	17,000	2,193,000.00
N	sand for mortar	9.0	m3	40,000	360,000.00
					
	To Collection			TZS	13,425,560.00





ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
ELEMENT NR. 05: ROOFING					
Demolition					
A	Allow sum for carefully un cover the existing old Corrugated roofing sheets and store to Client's stores. Approximately 268 square metres	ITEM		SUM	1,500,000.00
B	Allow sum for carefully removal of fascia boards to be stored for re use.	ITEM		SUM	500,000.00
C	Corrugated Roof cover, 28 Gauge; 26 degrees from horizontal	483	m2	20,000	9,660,000.00
D	Marine boards (plywoods)	6	pc	48,500	291,000.00
E	Bolts and nuts	46	pc	2,000	92,000.00
Accessories					
F	Roof nails	40	box	6,000	240,000.00
G	Ridge cap; 407 mm girth x 3m long	30	pc	25,000	750,000.00
H	Ridge Valleys; 407mm x 3m long	18	pc	25,000	450,000.00
Roof Structure; Sawn Softwood Pressure Impregnated					
J	50 x 150mm King Posts	19	pc	20,000	380,000.00
K	50 x 100mm rafter	82	pc	14,000	1,148,000.00
L	50 x 100mm Wall Plates	32	pc	14,000	448,000.00
M	50 x 50mm Purlins	116	pc	7,000	812,000.00
N	50 x 100mm Strutts or bracings	75	pc	14,000	1,050,000.00
P	50 x 150mm treated softwood timber; tie beam	193	pc	20,000	3,860,000.00
Q	20 x 250mm Fascia board	29	pc	15,000	435,000.00
R	3" nails	10	kg	5,000	50,000.00
S	4" nails	30	kg	5,000	150,000.00
Rainwater Harvest					
U	125mm half round; PVC gutter, plastic holder bats	8	Nr	30,000	240,000.00
V	75mm dia. 1/2" down pipe	6	Nr	30,000	180,000.00
W	Gutter support bracket	32	Nr	5,000	160,000.00
X	Extra Clamp 3"	24	Nr	10,000	240,000.00
Y	Connector Outlet	6	Nr	10,000	60,000.00
Z	Elbow	18	Nr	10,000	180,000.00
AA	Angle	6	Nr	10,000	60,000.00
TOTAL ROOFING TO SUMMARY					22,936,000.00



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 03 - DOORS				
	<u>PANEL DOORS</u>				
	45mm Thick panelled door size 900 x 2100mm high, comprising of single shutter, comprising of 45 x 100mm stiles, 45 x 160mm top, 45 x 150mm middle rails and 45 x 200mm bottom rail; panels filled in with and including 25mm thick hardwood bevelled infill				
A	45mm thick; overall size 900x2100mm high; single leafdoor	8	No	650,000	5,200,000.00
B	Ditto; size 800 x 2100mm high	3	No	600,000	1,800,000.00
	<u>Frames and the like; Prime Quality sawn hardwood Mninga or Mkongo; door frames, transoms ; fillets, glazing and grounds;</u>				
C	45 x 1000 x 2450mm high Frame	8	No	25,000	200,000.00
D	Ditto; size; 800 x 1900mm high	3	No	25,000	75,000.00
E	15 x 45mm Moulded Architrave;	82	M	25,000	2,050,000.00
F	45 x 150mm transomes	48	m	25,000	1,200,000.00
	<u>Sawn hardwood third grade</u>				
G	15 x 100mm Grounds, plugged	41	m	25,000	1,025,000.00
	<u>Glazing</u>				
	<u>6mm thick clear plate glass</u>				
H	Panes over 0.10 but not exceeding 0.5 square metres	4	m2	45,000	180,000.00
	<u>Ironmongery</u>				
	<u>Supply to hardwood to matching screws</u>				
J	100mm brass butt hinges	22.5	No	15,000	337,500.00
K	Two levers mortise lockset as described with AluminiumLever Furniture (UNION)	11	No	100,000	1,100,000.00
L	Name plates on doors; 'Gibbons' card holder with sideentry; sample to be approved (prove)	12	No	50,000	600,000.00
	TOTAL DOORS TO SUMMARY			TZS	13,767,500.00





Handwritten signature: Anasa

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 04 : WINDOWS				
	<u>Aluminium Windows</u>				
	<u>Supply and fix composite window unit comprising of natural anodised aluminium framed sliding and fixed glazed casements including all necessary accessories, ironmongery, cutting and pinning lugs and bedding frame in cement mortar and mastic around frame to approved manufacturer's specifications and as per drawing</u>				
A	Windows size 1760x1820mm high	8	No	700,000	5,600,000.00
B	Windows size 1200x1820mm high	2	No	500,000	1,000,000.00
C	Window size 2100 x 1820mm high	3	No	800,000	2,400,000.00
D	Window size 1140 x 1830mm high	4	No	500,000	2,000,000.00
	<u>Window grill</u>				
	<u>Supply window grill comprising: 25mm x 6mm flat bar frame and 18.75mm x 4mm intermediate flat bar set approximately to 200mm intervals bent to ornamental scroll as per Project Manager's instructions</u>				
E	Different sizes as per windows above,	52	m2	150,000	7,800,000.00
	 				
TOTAL WINDOWS TO SUMMARY				TZS	18,800,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR: 07 PAINTING AND DECORATIONS				
	(PROVISIONAL)				
	<u>Wire brushing; remove loose and defective paint; filling cracks; making out recessed patches; wash with approved Dura Shield M 684 water barrier (Internal paints)</u>				
A	Sand paper No. 150	1	Rollers	10,000	10,000.00
B	Sand paper No. 120	1	Rollers	10,000	10,000.00
C	Gypsum plaster/wall putt - 25kg	10	Bags	25,000	250,000.00
D	Wire Brush 2"	4	No	5,000	20,000.00
E	Brush 2"	2	No	3,000	6,000.00
F	Roller brush	3	No	6,000	18,000.00
G	Emulsion paints	8.0	Bucket	35,000	280,000.00
H	Gypsum powder	8	Bucket	25,000	200,000.00
J	Oil paints	4	Tin	30,000	120,000.00
K	Sado binder - 20Ltrs	6.0	bucket	90,000	540,000.00
L	Tinner	4	Gallon	25,000	100,000.00
M	Red Oxide <i>Wasa</i>	4	Tin	25,000	100,000.00
N	Solvent	2	Tin	25,000	50,000.00
P	Silk paints	9	Bucket	150,000	1,350,000.00
	To Collection			TZS	3,054,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>External work</u>				
	<u>Wire brushing; remove loose and defective paint; filling cracks; making out recessed patches; wash with approved Dura Shield M 684 water barrier</u>				
A	Sand paper No. 150	3	Rollers	10,000	30,000.00
B	Sand paper No. 120	3	Rollers	10,000	30,000.00
C	White cement	15	Bags	30,000	450,000.00
D	Brush 2"	4	No	3,000	12,000.00
E	Roller brush	6	No	6,000	36,000.00
F	Emulsion paints	6	Bucket	35,000	210,000.00
G	Sado binder- 20 Ltrs	5	Bucket	90,000	450,000.00
H	Tinner	4	Gallon	25,000	100,000.00
J	Solvent	1	Tin	25,000	25,000.00
K	Weather guard paints	5.0	Bucket	140,000	700,000.00
	<i>TAMASA</i> To Collection			TZS	2,043,000.00
					
	COLLECTION				
	Page 12				3,054,000.00
	Page 13				2,043,000.00
	TOTAL PAINTING AND DECORATIONS TO SUMMARY				5,097,000.00

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. - 08 ELECTRICAL AND FIRE SYSTEM (PROVISIONAL)				
	Small Power Distribution				
A	25mm diameter heavy gauge PVC conduits	100	pc	4,000	400,000.00
B	(i) Single Core 2.5 sqm PVC Copper cable Red/brown	5	roll	60,000	300,000.00
	(ii) Single Core 2.5 sqm PVC Copper cable blue	5	roll	60,000	300,000.00
	(iii) Single Core 2.5 sqm PVC Copper cable Green/Yellow	5	roll	60,000	300,000.00
C	2x13A Switch Socket Complete With GI backbox..	25	Nr	20,000	500,000.00
D	20A DP Switch Complete with backbox	2	Nr	25,000	50,000.00
	Light Fittings				
E	20mm diameter heavy duty PVC conduits	120	pc	4,000	480,000.00
F	(i) Single Core 1.5 sqm PVC Copper cable Red/brown	8	roll	45,000	360,000.00
	(ii) Single Core 1.5 sqm PVC Copper cable blue	8	roll	45,000	360,000.00
	(iii) Single Core 1.5 sqm PVC Copper cable Green/Yellow	8	roll	45,000	360,000.00
G	Type B; LED T-8, IP65 tube Light 4ft 24W	62	Nr	25,000	1,550,000.00
H	1 - way 1 gang light switch as ABB	5	Nr	8,000	40,000.00
J	1 Way 2 gang Light Switch as ABB	5	Nr	12,000	60,000.00
K	2 - way 1 gang Light Switch as ABB	3	Nr	12,000	36,000.00
L	2 - Way 2 gang Light Switch as ABB	2	Nr	18,000	36,000.00
M	1 - way 3 gang Light Switch as ABB	5	Nr	22,000	110,000.00
N	2 way 3 gang Light switch	2	Nr	25,000	50,000.00
P	Intermediate Switch as ABB	1	Nr	15,000	15,000.00
Q	Ceiling fan c/w Regulator as Pasonic or approved	5	Nr	180,000	900,000.00
	Portable Fire Extinguisher				
R	Fire extinguisher bottles; Dry powder ABC, 9kg	4	Nr	150,000	600,000.00
S	Carbon Dioxide CO2, 5kg bottles	4	Nr	30,000	120,000.00
	<i>masa</i>				
					
	TOTAL ELECTRICAL INSTALLATIONS TO SUMMARY				6,927,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Allow sum for carefully removal or demolition of existing ceiling board ready for replacement. Approximately 160square metres including branderings. Also removal of debris away from site	Item		SUM	800,000.00
B	Allow cost for supply of Notice board of approximately size 800x1000mm complete with all associates	1	No	520,000	520,000.00
C	Ditto size 1200x1500mm high	3	No	600,000	1,800,000.00
<u>Aluminium Partitions</u>					
D	Carefully remove the existing timber partition complete without disturbing the other part of the building as per Project manager's instructions	1	Item	200,000	200,000.00
E	Carefully re-allocate the existing system of electrical and telecommunications as per Project manager's instructions	1	Item	1,000,000	1,000,000.00
F	Supply and fix approved powder coated polished aluminium alloy partitions to Specialist's design, comprising lower part Medium Density Fiberboard (MDF) 3200mm high, upper panels filled in with and including 10mm translucent glass, and aluminium door size 900 x 2100mm high (2No) with door closer inclusive as per project manager's instructions	17	m2	400,000	6,800,000.00
<u>Mosquito gauze</u>					
G	Allow cost for provision of mosquito gauze at the corridor of approximately size 4m ² including its frames and finishings as per Project Manager's instructions <i>Handwritten signature</i>	1	No	200,000	200,000.00
H	Gypsum boards screws	7	box	10,000	70,000.00
J	3" wired nails	15	kg	4,000	60,000.00
To Collection					11,450,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>Demolition Works</p> <p>Carefully without disturbing the other part of the building hacking the existing floor screed finish to pave way for new floor tiles approximately 141 square metre</p> <p>To Collection</p> <p>COLLECTION</p> <p>Page 9</p> <p>Page 10</p> <p>Page 11</p>	Item		SUM	<p>30,000.00</p> <p>30,000.00</p> <p>13,425,560.00</p> <p>11,450,000.00</p> <p>30,000.00</p> <p>24,905,560.00</p>
	<p>TOTAL FINISHING TO SUMMARY</p>				<p>24,905,560.00</p>



Handwritten signature or initials, possibly 'Musa'.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 9 - PLUMBING AND ENGINEERING INSTALLATIONS <u>Sanitary installations</u> <u>Supply HWB complete with 6" levers operating for elbow control and its accessories as per Project Manager's instructions</u>				
A	Wash Hand Basin complete with mixers	1	No	200,000	200,000.00
B	Mirror, special quality plate glass size 450 x 600 x 6mm thick with silver resistant coating one side, fixing with domex screws to background requiring plugging	1	No	120,000	120,000.00
C	PP-R pipes and fittings to suit the installation of WHB	Item		SUM	
 					
TOTAL PLUMBING TO SUMMARY					320,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	GENERAL SUMMARY(SAME ROOFING LEVEL)				
A	Substructure				13,527,731.60
B	Frame				7,060,130.00
C	Doors				13,767,500.00
D	Windows				18,800,000.00
E	Roofing				22,936,000.00
F	Finishings				24,905,560.00
G	Painting and Decorations				5,097,000.00
H	Electrical Installations				6,927,000.00
J	Plumbing Installations				320,000.00
K	Sub total				113,340,921.60
L	ADD: 25% Labour charges				28,335,230.40
M	ADD: 2% Transport charges				2,266,818.43
N	ADD: Preliminary and Generals			%	15,000,000.00
	ADD: Contingency Sum			%	11,334,092.16
	Contingency Sum to be expended in whole or part at the discretion of the Client				
	PC AND PROVISIONAL SUMS				
Q	ADD: Sum for Design and Construction of Landscaping around Administration building			SUM	10,000,000.00
R	ADD: Direct Labour Costs			SUM	500,000.00
GRAND TOTAL SUM INCLUSIVE OF VAT					180,777,062.59
	