

**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 KILUSWA BUILDING CONTRACTORS AND CIVIL ENGINEERING  
P. O. BOX 655,  
DAR ES SALAAM, TANZANIA  
(THE CONTRACTOR)**

**FOR**

**PROVISION OF LABOUR, EQUIPMENTS AND PRELIMINARY WORKS FOR  
CARRYING OUT THE CONSTRUCTION OF CONSULTATION ROOM-LOT 3**

**CONTRACT NO: ME/007/2021-2022/HQ/W/70-LOT 3**

**APRIL, 2022**

## Form of Contract

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_ 2022 between **MIREMBE NATIONAL MENTAL HEALTH HOSPITAL** of **P.O. Box 910 DODOMA**. (Hereinafter called "the Employer") of the one part and **KILUSWA BUILDING CONTRACTORS AND CIVIL ENGINEERING** (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 CONSULTANCY ROOM – LOT 3** (Hereafter called "**the work**") and the Employer has accepted a Tender by the Contractor for execution and completion of such works and the remedy of any defects therein in the sum of **Tanzanian Shillings Twenty Nine Million Shillings only (29,000,000/=)** VAT inclusive which is equivalent to 20% of the Total **Cost of Material** plus **Preliminary Works** for a period of Ten (10) Weeks after site possession.

Now This Agreement 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 Twenty Nine Million Shillings only (29,000,000/=)** may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS WHERE OF**, 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

Executive Director  
Mirembe Hospital  
14 APR. 2022  
P.O. BOX 910 - Dodoma

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 KILUSWA BUILDING CONTRACTORS AND CIVIL ENGINEERING, P. O. BOX 665, DAR ES SALAAM.**

Name... SYLVESTER KILUSWA  
Designation... DIRECTOR  
Signature... [Signature]  
Date... 27/04/2022

KILUSWA BUILDING CONTRACTORS  
& CIVIL ENGINEERS  
27 APR 2022  
P.O. Box 655  
SUMBAWANGA

Witness to the signature of Contractor

Name... KANUTI MATHONDOLE  
Designation... WITNESS  
Signature... [Signature]  
Date... 27/04/2022

**SPECIAL CONDITION OF CONTRACT**

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will be <b>365 days</b>.</p> <p>The Employer is:  <b>Executive Director, Mirembe National Mental Health Hospital</b>  <b>P. O. Box 910,</b>  <b>Dodoma</b></p> <p>The Project Manager is  <b>Head of Building Section</b>  <b>Ministry of Health.</b></p> <p>The Works consist of The:  <b>Proposed Provision of Labour ,Equipments and Preliminary Works for Carrying out the Construction of Consultancy Room-Lot 3 at Mirembe Hospital.</b></p> <p>The Commencement Date shall be <b>Three (3) Days after possession of site.</b></p> <p>The Intended Completion Date for the whole of the Works shall be <b>(10) Ten Weeks.</b></p> <p>The Site is located within <b>Mirembe National Mental Health Hospital and is defined in Drawings.</b></p>
2	2.2	Indicate whether sectional completion is specified <b>Not Applicable</b>
3	2.3	<p>List other documents that form part of the contract if any:</p> <ol style="list-style-type: none"> <li><b>1. General Conditions of Contract</b></li> <li><b>2. Special Condition of Contract</b></li> <li><b>3. Negotiation.</b></li> <li><b>4. Bill of Quantity.</b></li> <li><b>5. Specifications and Drawings.</b></li> </ol>

4	4.1	The language of the Contract documents is <b>English</b>  The law that applies to the Contract is the <b>Laws of Tanzania</b>
5	7.1	Address for communication:  Employer: <b>Executive Director, Mirembe National Mental Health Hospital P. O. Box 910, Dodoma.</b>  Consultant: <b>PSM Architecture Ltd</b>
6	11.1	Include the Schedule of Other Contractors if any: <b>All Sub Contractors that will be nominated by the Contractor.</b>
7	12.1	Include the Schedule of Key Personnel <ul style="list-style-type: none"> <li>• <b>Site Engineer</b></li> <li>• <b>General Foreman</b></li> <li>• <b>Technicians</b></li> </ul>
8	16.1	The minimum insurance covers shall be: <b>N/A</b>
9	17.1	Site Investigation Reports available to the Tenderer are: <b>Not Available.</b> However, the Contractors are expected to supplement the provided information by their own investigations to an extent, which they consider necessary for preparing a realistic tender for the envisaged works.
	24.1	Unless otherwise state tax payment status... <b>Not Applicable</b>
10.	25.4	The other measures include: <ol style="list-style-type: none"> <li>a. <b>Minimizing the number of migrant workers employed on the project and household in the site camp</b></li> <li>b. <b>Providing access to voluntary counseling and testing (VCT)</b></li> <li>c. <b>Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</b></li> <li>d. <b>Providing condoms (male and female) to workers</b></li> </ol>
11.	27.1	The Site Possession Date shall be <b>Three (3) Days after last date of signing party</b>
	30.4	Arbitration will take place in <b>Dodoma City</b> in accordance with the rules and regulations published by <b>NCC</b>

12.	31.1	Hourly rate of Fees payable to the Adjudicator is:  Types of reimbursable expenses to be paid to the Adjudicator include: <b>Not Applicable</b>
13.	32.1	Appointing Authority for the Adjudicator: <b>National Construction Council of Tanzania.</b>
	33.1	Otherwise, Responsible person for security of the site is a <b>Contractors</b>
<b>B. Time Control</b>		
14.	34.1	The Contractor shall Submit a revised Program for the Works within <b>seven (7) days of delivery of the Letter of Acceptance.</b>
15.	34.2	The period between Programme updates is <b>Seven (7) days.</b>  The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: <b>N/A</b>
<b>C. Quality Control</b>		
16.	42.1	The Defects Liability Period is <b>365</b> days.
<b>D. Cost Control</b>		
17.	50.7	Minimum amount of Interim Payment Certificate will be
18.	53.1	Site Possession date shall: <b>Three (3) days after the last signature of the signing party of the Contract</b>
19.	52.1	The currency is <b>Tanzanian Shillings</b>
20.	55.1	The contract is <b>not</b> subject to price adjustment in accordance with GCC 55.
21.	56.1	The amount of retention is <b>10% is per Certificate</b>  Limit of retention: <b>5%</b>
22.	57.1	(i) The amount of liquidated damages per day is: <b>percent which should be between 0.1 percent of contract price per day</b>
23.	58.1	The Bonus for early completion is: <b>Not Applicable</b>

24.	59.1	<p>The amount of advance payment shall be <b>Eighty percent (80%)</b> of the contract sum</p> <p>Monthly Recovery of Advance Payments: <b>Ten percent (10%)</b> of the amount of monthly Interim Payment Certificate.</p>
25.	60.1	<p>The Performance Security shall be the minimum amounts equivalent to <b>percent (10%)</b> of the contract price in the form of:</p> <p>(a) Bank Guarantee</p> <p>(b) Performance Bond</p> <p>The standard form of Performance Security acceptable to the Employer shall be <b>Unconditional Bank Guarantee</b> of the type presented in Section IX of the Tendering Documents</p>
26.	64.1	<p>Site handover date <b>shall be immediate after the date of completion of works</b></p>
<b>E. Discharge of the Contract</b>		
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	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>fifteen percent (15%) of the balance works</b></p>



**GENERAL CONDITIONS OF CONTRACT**

<p>1. Definitions</p>	<p>1.1</p>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The <b>Adjudicator</b> is the person appointed by the Appointing Authority specified in the <b>SCC</b> to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The <b>Arbitrator</b> is the person appointed by the Appointing Authority specified in the <b>SCC</b> to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p><b>Bill of Quantities</b> -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p><b>Compensation Events</b> are those events provided for in GCC 53 [Compensation Events]</p> <p>The <b>Completion Date</b> 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 <b>Contract</b> 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 <b>Contractor</b> is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The <b>Contractor's Tender</b> is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p><b>Days</b> are calendar days.</p> <p><b>Day-works</b> 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 <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p>
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	<p>The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.</p> <p>The <b>Defects Liability Period</b> is the period stated in the <b>Special Conditions of Contract</b> and calculated from the Completion Date.</p> <p><b>Drawings</b> 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><b>Effective Contract date</b> 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 <b>Employer</b> means the person named as employer in the SCC and the legal successors in title to this person.</p> <p><b>Equipment</b> is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>The <b>Commencement Date</b> is the date when the Contractor shall commence execution of the Works as specified in the <b>Certificate of Contract Commencement</b>. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.</p> <p>The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works as specified in the <b>Special Conditions of Contract</b>.</p> <p><b>Materials</b> are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p><b>Months</b> mean calendar months.</p> <p><b>Plant</b> is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.</p> <p>The <b>Project Manager</b> is the person named in the <b>Special Conditions of Contract</b> (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>
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	<p>Contract.</p> <p>The <b>Site</b> is the area where works are to be executed as specified in the <b>SCC</b>.</p> <p><b>Site Investigation Reports</b> 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><b>Specification</b> 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 <b>Subcontractor</b> 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><b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A <b>Variation</b> is an instruction given by the Project Manager in consultation with the Employer, which varies the Works.</p> <p><b>Force Majeure</b> 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 <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the <b>SCC</b>.</p>
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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 <b>Special Conditions of Contract</b> , 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) Certificate of Contract Commencement, (6) Specifications, (7) Drawings, (8) Bill of Quantities, (9) Contractor's Tender, and (10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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 <b>SCC</b> .
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 <b>SCC</b> .
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"> <li>(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</li> <li>(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</li> <li>(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</li> </ul>
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 <b>SCC</b> . 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 <b>SCC</b> , 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 <b>SCC</b> 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 <b>SCC</b> 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 <b>SCC</b> .
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 <b>SCC</b> 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 <b>SCC</b> . If possession is not given by the date stated in the <b>SCC</b> , 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 <b>SCC</b> .
	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 <b>SCC</b> 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 <b>SCC</b> .
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 <b>SCC</b> , (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>B. Time Control</b>
34. Program	34.1	Within the time stated in the <b>SCC</b> , 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 <b>SCC</b> . If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the <b>SCC</b> 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.
<b>C. Quality Control</b>		
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 <b>SCC</b> , 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.
		<b>D. Cost Control</b>
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 <b>SCC</b> .
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"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the <b>Special Conditions of Contract</b>.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(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.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(i) The advance payment is delayed.</li> <li>(j) The effects on the Contractor of any of the Employer's Risks.</li> </ul>

		<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><b>P<sub>n</sub></b> 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><b>a</b> is a constant, specified in the <b>Appendix to Tender</b>, representing the nonadjustable portion in contractual payments;</p> <p><b>b, c, d, etc.</b>, 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 <b>Appendix to Tender</b>; the sum of a, b, c, d, etc., shall be one;</p> <p><b>L<sub>n</sub>, M<sub>n</sub>, E<sub>n</sub>, etc.</b>, 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><b>L<sub>o</sub>, M<sub>o</sub>, E<sub>o</sub>, etc.</b>, 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 <b>Pc</b> 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"> <li>• any amount for payment or repayment of any advance payment;</li> <li>• any amount for materials on site (if any);</li> <li>• any amounts for nominated sub-contractors (if any)</li> <li>• any amounts for any other items based on actual cost or current prices; or</li> <li>• any sums for increase or decreases in the Contract Price paid under GCC 55.3</li> </ul> <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 <b>Appendix to Tender</b>, 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 <b>Appendix to Tender</b>, 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 <b>Appendix to Tender</b> 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 <b>Special Conditions of Contract</b> . The total amount of retention shall not exceed the amount specified in the <b>Special Conditions of Contract</b>
	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 <b>SCC</b> 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 <b>SCC</b> . 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 <b>Special Conditions of Contract</b> 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 <b>SCC</b> by the date stated in <b>the SCC</b> , 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 <b>SCC</b> 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 <b>SCC</b> 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.
		<b>E. Discharge of the Contract</b>

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 <b>SCC</b>
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 <b>Special Conditions of Contract</b> 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

		<p>Program and the stoppage has not been authorized by the Project Manager;</p> <ul style="list-style-type: none"> <li>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;</li> <li>c) contractor's failure to submit performance security within the time stipulated in the SCC;</li> <li>d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>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;</li> <li>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.;</li> <li>g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site];</li> <li>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 <b>SCC</b>; and</li> <li>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.  For the purpose of this paragraph:  "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;  "coercive practice"  means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing</li> </ul>
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		<p>improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <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.

<p>68. Payment upon Termination of Contract</p>	<p>68.1</p>	<p>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.</p>
	<p>68.2</p>	<p>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.</p>

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 14:30hrs by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> <li>• Member were self-introduced and hence the meeting was formed by the team from Client side (<b>MOH</b>) (<b>MNMH</b>) and Contractor side (<b>M/S KILUSWA BUILDING CONTRACTORS AND CIVIL ENGINEERING</b>)</li> <li>• Negotiation parameters were shared to the team and accepted for further discussion and Negotiation.</li> </ul>	All
3	Discussion on Contract Parameters	<p style="text-align: center;"><b>I. Scope of Assignment</b></p> <p>It was confirmed that the contractor understands clearly the scope of the project and agrees to be liable to execute the project for provision labour under Force Account.</p> <p style="text-align: center;"><b>II. Project cost</b></p> <p>It was agreed by both parties that 80% of the Preliminary cost will be paid in advance equivalent to 1,860,600</p> <p style="text-align: center;"><b>III. Terms of payments</b></p> <p>20% of the Total labour charges will be paid in Advance on condition that the contractor produced the loan security in the form of Unconditional Bank Guarantee. The following remaining payment will be paid basing on certificate issued after completion of substructure and superstructure.</p> <p style="text-align: center;"><b>IV. Resources Allocation</b></p> <p>All necessary Equipment's will be provided by the Contractor.</p> <p style="text-align: center;"><b>V. Performance Bond</b></p> <p>Agreed that contractors should submit performance bond of 2.5% of contract sum from</p>	<p>info</p> <p>Kiluswa</p> <p>Kiluswa</p>

		<p>insurance Company.</p> <p><b>VI. Staffing / Key Personnel</b> Contractor Confirmed to have all the key personnel as per submitted list in a Tender document.</p> <p><b>VII. Duration of the Project</b> Construction will be execution of the project will be Ten Weeks (10) from the date of signing the contract</p> <p><b>VIII. Site possession</b> Site possession will be one (1) day after signing the Contractor</p> <p><b>IX. Any Other Business (AOB)</b> There was no Other Business</p> <p><b>X. Closing of the Negotiation Meeting</b> The Chairperson closed up the Meeting at 08:33hours on the 4<sup>th</sup> April,2022</p>	<p>Kiluswa</p> <p>Kiluswa</p> <p>MNMH</p> <p>Kiluswa &amp; MNMH</p> <p>INFO</p>
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RECORD OF NEGOTIATIONS

(11)

Name of the Procuring Entity: Ministry of Health, Dar es Salaam  
 Tender ID No: ME/007/2012  
 Subject of Procurement: Provision of Laboratory Equipment and Reagents for the  
 Ministry of Health, Dar es Salaam  
 Date of Negotiation: 14/11/2012

PART 2 RECORD OF ATTENDANCE AT NEGOTIATIONS

No	Name	Position	Name of Tenderer / Firm	Signature
1	Jitham G. Mwakabaga	Chairman	Mirembe Hospital	[Signature]
2	Macharia Binti	So	NBS	[Signature]
3	Ally M. Sitali	S/o	Mirembe Hospital	[Signature]
4	Paul Magesa	Mem	Mirembe Hospital	[Signature]
5	Francis D. Kihiga	Low	Mirembe Hospital	[Signature]
6	STEVENS KILUSHA	Contractor	Mirembe Hospital	[Signature]
7	OLOMI, GERALD	A/K	Mirembe Hospital	[Signature]
8	STEWART LAMSON	MEM	Mirembe Hospital	[Signature]

ACCEPTANCE LETTER



**KILUSWA BUILDING CONTRACTORS  
& CIVIL ENGINEERS LIMITED**

+255 658234104/0762410414 se.kiluswa@gmail.com P.O.Box 655 sumbawanga

Ref: KBC/ME/13042022/001

Date: 13<sup>th</sup> April 2022

EXECUTIVE DIRECTOR  
MIREMBE NATIONAL MENTAL HEALTH HOSPITAL  
P.O.BOX 910,  
DODOMA

Dear Sir

**RE: PROVISION OF LABOUR, EQUIPMENT AND PRELIMINARY WORKS FOR  
CARRYING OUT THE CONSTRUCTION OF CONSULTATION ROOMS-LOT 2 TENDER  
No. ME/007/2021-2022/HQ/W/70**

**Sub: ACCEPTANCE LETTER**

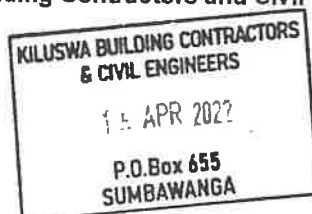
Refer to the heading above

With due respect I am glad to inform you that we have accepted the contract for  
**PROVISION OF LABOUR, EQUIPMENT AND PRELIMINARY WORKS FOR CARRYING  
OUT THE CONSTRUCTION OF CONSULTATION ROOMS-LOT 2 TENDER  
No. ME/007/2021-2022/HQ/W/70.**

We are ready to accept all the terms and conditions mentioned in the contract.  
We assure you we will provide you the best service throughout the contract period.

Yours faithfully,

Sylvester Kiluswa  
Director  
For Kiluswa Building Contractors and Civil Engineers Limited.



## KEY PERSONEL

# CURRICULUM VITAE

**Surname:** Malambo  
**First names:** Selemani Daudi  
**Sex:** Male  
**Religion:** Christian – Moravian church of Tanzania  
**Marital Status:** Married  
**Date of Birth:** February 17, 1979  
**Place of Birth:** Songwe – Ifwenkenya  
**Citizenship:** Tanzanian  
**Languages:** Kiswahili and English

**Address:** P.O. Box 31009,  
Dar es Salaam, Tanzania

**E-mail:** selemanimalambo@gmail.com  
**Mobile:** +255 755075694 or +255737431704

**2015-2017: The Open University of Tanzania**

**Faculty:** Business Administration

**Awards:** *Master's degree In Project Management*

**Research Project:** Evaluating Factors Affecting Cost Overruns for Project Implementation in Tanzania". Case on Tanroads Mbeya Region and Mbeya District Council.

**2010-2013: Mbeya University of Science and Technology**

**Faculty :** Civil and Transportation Engineering

**Awards:** *Bachelor degree in Civil Engineering*

Research Project: Wind characteristics in relation to buildings: Case study of Mbeya City Council in Mbeya Region

2002-2005: Dar es Salaam Institute of Technology

Faculty: Civil Engineering

Awards: Full Technician Certificate in Highway Engineering (FTC)

#### MEMBERSHIP IN PROFESSIONAL & ACADEMIC ASSOCIATION

1. Engineers Registration Board (ERB) Registered as Professional Engineer PE No. 5913 with a valid practising license.
2. Tanzania Institute of Engineers (IET)

#### SEMINAR AND WORKSHOPS ATTENDED

June - 2016 - Certified Health and Safety Representative by (OSHA)

Nov - 2015 - Certified Hazard and Risk management by Anglo Gold Ashanti (AGA)

June - 2014 - Certificate of Graduate Engineer GE No. 6133 awarded by (ERB)

October - 2009 - Awarded Certificate on Environmental Impact Assessment by (NEMC)

July - 2008 - Awarded Labour Based Technology Certificate in Road construction by (ATTI)

#### EMPLOYMENT EXPERIENCE

Employer/Institution: **SAPA CONSTRUCTION COMPANY LIMITED**

Period/duration: OCTOBER 2019 to date.

Job title: **PROJECT SITE ENGINEER**

Project: **[REDACTED]**

#### Responsibilities:

- ✓ Prepare the work breakdown structure
- ✓ Prepare the Daily planning and Daily Report
- ✓ Prepare and Submit the Interim Payment Certificate IPC
- ✓ Prepare the weekly plan and report for structure and tracks works
- ✓ Prepare the monthly report of the project
- ✓ Scope planning
- ✓ Project schedule development
- ✓ Quality planning to assessing quality criteria to be used for the project
- ✓ Communication planning



Employer/institution: Multi professional JV Earthplan Construction Co LTD

P.O.BOX 258 Mbeya

Period/duration: April 2019 to September 2019

Job title: **Site Engineer**

Project Name: [REDACTED]

#### Responsibilities

- ✓ To prepare trench for raising Main 2.5km
- ✓ To Lining pipes to tank
- ✓ To Prepare materials and construct tank of 160,000 ltrs
- ✓ To prepare materials and construct 44 Domestic points in four villages
- ✓ To prepare materials and construct swamp tank of 110,000 ltrs
- ✓ Prepare materials and construct power house of 5m x 4m
- ✓ Supervision of installation of Water pump machine for pumping 2.5km to tank
- ✓ Doing connections of GS pipe from Water source intake (gravity) to swamp tank to Water pump machine
- ✓ Doing Layout plan for the Whole system

Employer/institution: Summer Communication LTD P.O.BOX 211 Njombe

Period/duration: December 2018 to April 2019

Job title: **Site Engineer**

Project Name: [REDACTED]

#### Responsibilities

- ✓ To prepare road bed and doing gravel work
- ✓ To prepare the cement and doing stabilization C2 First layer
- ✓ To Prepare aggregates of 14mm to 20mm and 6mm to 10mm as dust or filler and bitumen's of 80/100 pen to receive into road
- ✓ To prepare the prime cot using MC 30 or 70 and wait curing for 7days
- ✓ To prepare first layer by spraying 1.33ltrs/m<sup>2</sup> hot bitumen 80/100 pen onto road and receive aggregate of 10mm to 20mm size and wait for 14days for bitumen absorption
- ✓ To Prepare second layer by spraying 80/100 pen hot bitumen by spray rate of 1.14lt/m<sup>2</sup>.

Employer/institution: **DB ShapriyaLTD**

Period/duration: July2017- December 2018

Job title: **Site Engineer**

**Responsibilities:**

- ✓ Construction of well site and Rehabilitation of Mbangala – Maleza 2km road
- ✓ Construction of Reception Building at Songwe International Airport 2014-2019
- ✓ To execute new road by full reshaping and Drainages
- ✓ To prepare report to Heritage R
- ✓ ukwa Tanzania LTD and DBS Co .LTD
- ✓ To prepare equipment's for gravel work to periodic Maintenance project
- ✓ To prepare measurements records for interim certificate
- ✓ To Construct new culverts along new road
- ✓ To construct new bridge along new road
- ✓ To prepare and construct wellsite area by clearing, forming and gravel works for first and second layer.
- ✓ Prepare the rig site information ready for drilling

Employer/Institution: ~~Tanroads Mbeya Regional~~ P.O. BOX 258 MBEYA

Period/duration: August 2014 - July 2017

Job title: **Roads Engineer**

#### Responsibilities

- ✓ Supervision of contract works awarded by the Delegated TANROADS Regional Tender board (DTRTB) and approving execution of various stages such as sensitive projects for, road formation, base course, application of surface dressing and asphalt overlay.
- ✓ Inspecting, testing and approving all materials and completed works.
- ✓ Checking material specification and monitoring Quality Control through proper supervision on mixing ratios as per specified grades of materials and various tests;
- ✓ Translation of Drawings to physical structure.
- ✓ Measuring executed works and preparation of payment certificates.
- ✓ Conducting site meetings/project meetings, Prepare Project progress reports, keeping site records.
- ✓ Issue Instructions to the contractors for execution of works;

#### Experience gained

During the supervision of Various Contracts, I have gained a lot of engineering experience and contributed a lot on my capacity building on both management and field organization as indicated below :-

- ✓ Knowledge on decision of types of maintenance required i.e Routine maintenance, Spot Improvement, Periodic maintenance and rehabilitation depending on actual deterioration of the road.
- ✓ Knowledge on team working both at site and in the office works;
- ✓ Knowledge on How to manage and control the contractors as well as people at site.
- ✓ To solve the immediate problems at site to avoid unnecessary delay.

- ✓ Field material Judgments by visual/field test particularly in Gravel materials and fills;
- ✓ Quality Control for on-going works.
- ✓ Translation of ideas into actual situation and its ambiguity during the execution of works;
- ✓ Cash Control during maintenance planning and execution; and preparation of final accounts for completed projects.

Employer/institution: SONGWE RIVER BASIN DEVELOPMENT PROGRAM under  
 Consultant: Lahmeyer International GmbH of Germany and  
Arab Consulting Engineers of Egypt

Period/duration: August 2013 - July 2014

Job title: [REDACTED]

#### Responsibilities

- ✓ Doing the Detailed Design and Investment Preparation Project of Songwe River Basin Development Programme (Tanzania side and Malawi side) as Roads Engineer
- ✓ Road designing at karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania
- ✓ Route and Geometric design in karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania
- ✓ Environmental Impact Assessment (EIA) in karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania
- ✓ Environmental and Social Impact Assessment (ESIA), karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania
- ✓ Resettlement Action Plan (RAP) karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania
- ✓ Livelihood Income Restoration Plan (LIRP). karonga and Chitipa District in Malawi and at Kyela and Ileje District in Tanzania

Employer/institution: Mbeya District Council, District Engineer P.O. Box 599 Mbeya

Period/duration: November 2007 - July 2013

Job title: [REDACTED]

**Responsibilities**

- ✓ To Draw road cross section
- ✓ To prepare budget and BOQ for roads, school buildings, Hospital Buildings, Staff Buildings, bridges and other infrastructures as being instructed to do by the management team.
- ✓ To Supervise Contractors in general construction in Roads Construction ,Buildings construction in General
- ✓ To Prepare the measurement records for Roads and Buildings in Mbeya Districts council
- ✓ To prepare measurement for Interim payments to contractors

Employer/institution: Mosama Investment Co. LTD

Period/duration: November 2006 June – November 2007

Job title: [REDACTED]

Project Name: [REDACTED]  
[REDACTED]  
[REDACTED]

**Responsibilities**

- ✓ To prepare road bed and doing gravel work
- ✓ To prepare the cement and doing stabilization with ratio of 3%
- ✓ To Prepare aggregates of 14mm to 19mm and 6mm- 10mm as dust or filler and bitumen's of 80/100 pen to receive into road
- ✓ To prepare the prime cot using MC 30 or 70 and wait curing for 7days

- ✓ To prepare first layer by spraying 1.33lt/m<sup>2</sup> hot bitumen 80/100 pen onto road and receive aggregate of 14mm to 19mm size and wait for 14 days for bitumen absorption
- ✓ To prepare second layer by spraying 80/100 pen hot bitumen by spray rate of 1.14lt/m<sup>2</sup>.
- ✓

Employer/institution: **Earthplan Contractors Co LTD**

Period/duration: November 2006 January – June 2006

Job title: [REDACTED]

Project Name: [REDACTED]  
[REDACTED]

#### Responsibilities

- ✓ To supervise the construction for periodic maintenance of about 5km
- ✓ To supervise routine maintenance heavy grading 34km
- ✓ To supervise the installation of 7 line new culverts along the Mlowo –Kamsamba
- ✓ To supervise equipment's and diesel in Project
- ✓ To supervise labour in cutting the mitre, catch water and construction of lining ditches
- ✓ To supervise desilting of culverts and drains

Employer/institution: **M.A. Kharaf & Sons**

Period/duration: November 2006 January – June 2006

Job title: [REDACTED]

Project Name: Upgrading of Mingoyo – Lindi to double surface dressing bituminous road standard

### Responsibilities

- ✓ To prepare the concrete for construction of pre stressed structure like beams and new jess structure
- ✓ To supervise the concrete mixing plant
- ✓ To Prepare concrete for bridge foundation and abutments
- ✓ To Cut embankments to allow road to path through
- ✓ To prepare gravel to receive as road material to raise embankments

### Referees

1. Dr John Jackson Iwata

Moshi Cooperative University.  
Directorate of Cooperative Archives and Library.  
P.O. Box 474,  
Moshi, Tanzania  
E-mail: [iwata\\_john@yahoo.co.uk](mailto:iwata_john@yahoo.co.uk)  
Mobile:+255 752 875 885

2. Dr.Hawa Uiso

The open University of Tanzania  
Head Department of Marketing and Entrepreneurship  
Email [hawa.uiso@out.ac.tz](mailto:hawa.uiso@out.ac.tz)  
Mobile +255754 677705

3. Mohamed Sumbu HR -CCECC

P.O.BOX 258 Mbeya  
Mobile: +255716561595 or 0689067767

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

Signature:  .....

Date: 03/05/2021 .....



THE UNITED REPUBLIC OF TANZANIA  
ENGINEERS REGISTRATION BOARD  
PRACTISING LICENCE



Eng. Selassie D. Malambo

Professional Engineer

Specialization: Civil Eng.

PEng No: 5913

Date of Issue: October 09, 2019

Valid up to: December 31, 2022



Registrar



ERB - B - 0116004408



UNITED REPUBLIC OF TANZANIA  
ENGINEERS REGISTRATION  
BOARD



Certified True Copy of the Original  
Sign: [Signature] Date: 19/12/2019  
REVOCATUS MGANGA  
Advocate, Notary  
Public & Commissioner for Oaths

Certificate

of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

**Selemani D. Malambo**

having satisfied the requirements for registration as a

**PROFESSIONAL ENGINEER**

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the 23<sup>rd</sup> day of August, 2019

in the discipline of Civil engineering

and was given registration number 5913.

Sealed and given under our hands at Dar es Salaam

this 11<sup>th</sup> day of October, 2019.

Eng. P. Barozi  
Registrar

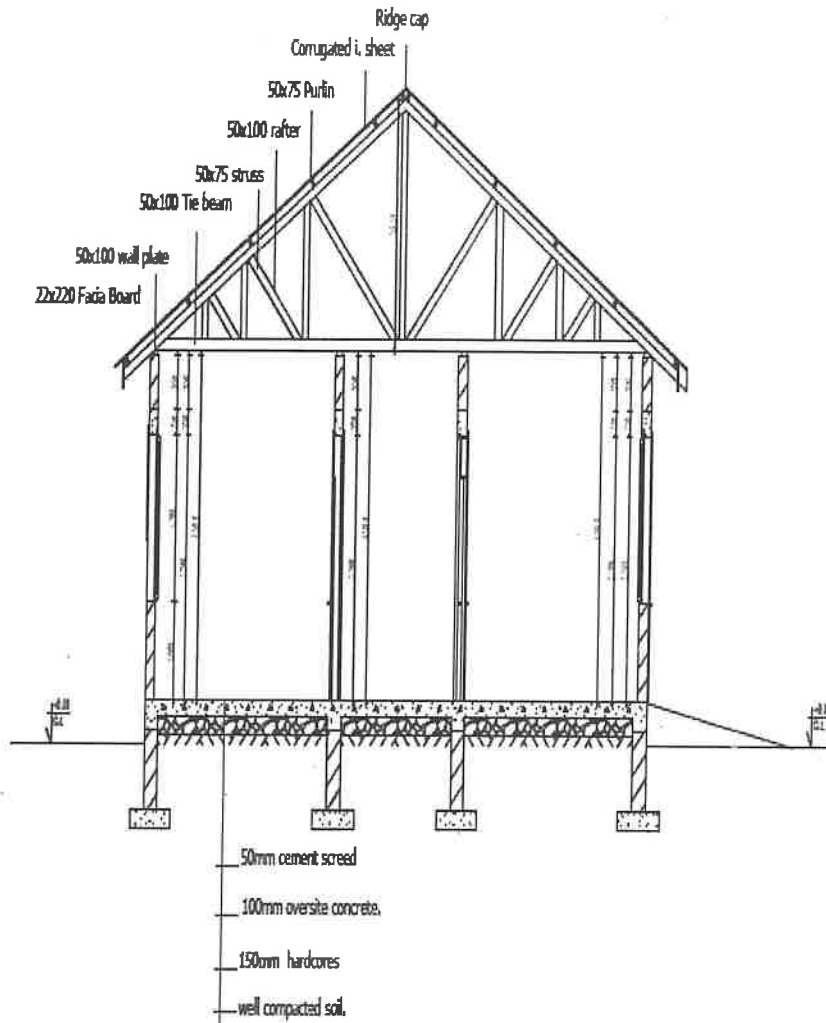
Eng. Prof. N. M. Lema  
Chairman

Eng. Othman S. Khatib  
Board Member



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

## **DRAWINGS**



SECTION Q-Q (1:50)

GENERAL NOTES

1. The design on this drawing is copyright and remains the property of ARCHITECTS.
2. All work to be carried out in accordance with local authority requirements, Architects and Quantity Surveyors Register (R.A.Q.S.B.)
3. This drawing may not be copied, distributed, or used in any way without the written consent of the Architect.

NO.	REVISION / ISSUE	DATE

CLIENT:  
 Permanent Secretary, Ministry of Health, Community Development, Gender, Family and Children,  
 P.O. Box 141,  
 Gaborone.

CONSULTANT:  
 Architects  
 Consultants  
 Private Practice, 2000/2001  
 Gaborone.

PROJECT NAME:  
 REPAIR, RENOVATION, EXTENSION AND NEW CONSTRUCTION OF ABERDEEN HOSPITAL.  
 BUILD AT:  
 PLOT NO. - BLOCK -  
 AREA -

DRAWING TITLE:  
 SECTION

DESIGNED BY:	J. Bas	PRICE
DRAWN BY:	J. Bas	A\$
CHECKED BY:		
SCALE:	As shown	
DATE:	2010, 10/18	A4



**GENERAL NOTES**

- The design on this drawing is copyright and remains the property of ARCHITECTS.
- All work to be carried out in accordance with local authority requirements, Architectural and Quantity Surveyors Association Code of Practice.
- This drawing may not be used, copied, reproduced, dimensioned and used in any way without the written consent of the Architect.
- All necessary ground levels, dimensions, etc. shall be checked on site before commencement of work. Any discrepancies shall be reported to the Architect.

NO.	REVISION / ISSUE	DATE

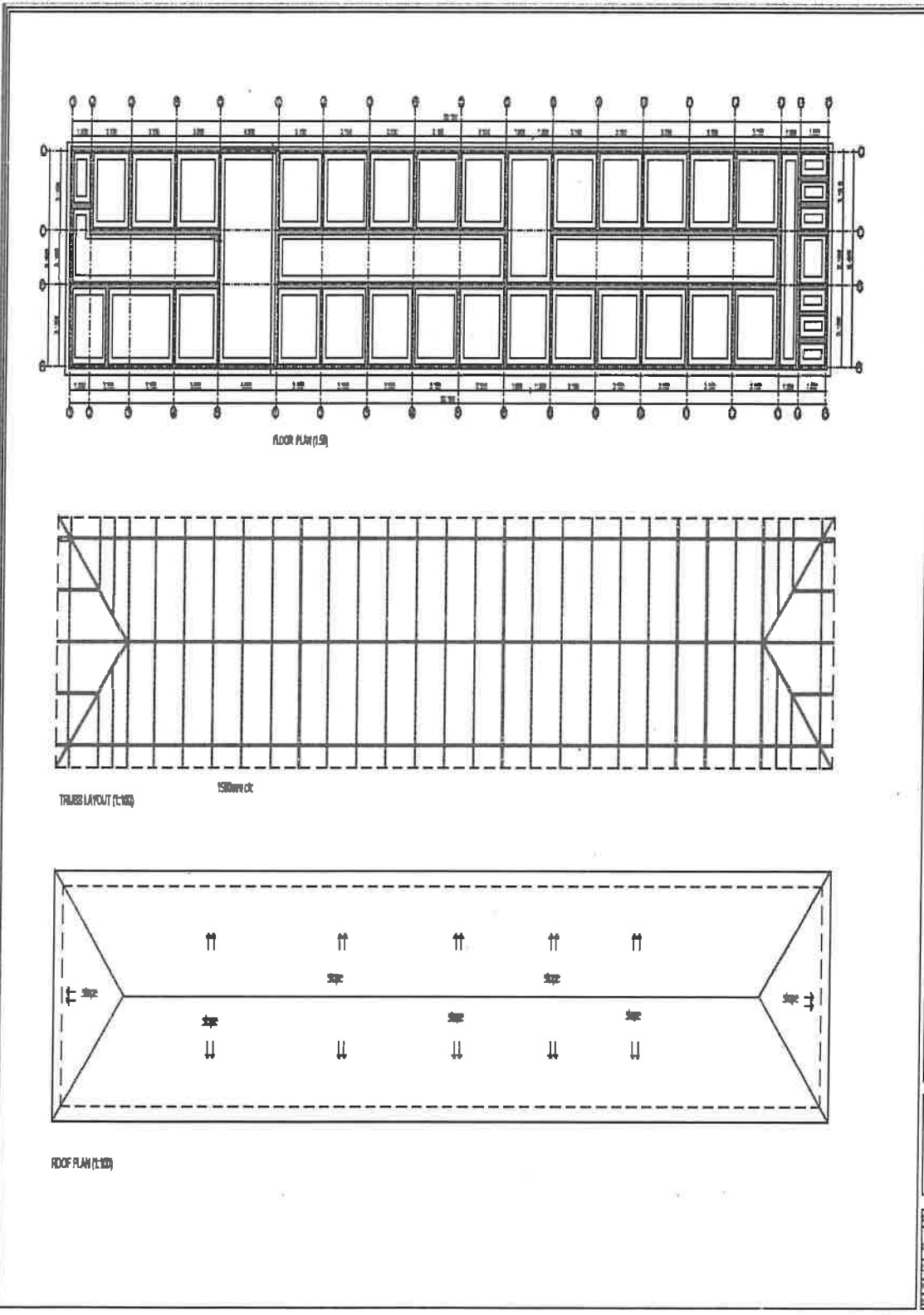
**CLIENT:**  
 Protected Secretary, Ministry of Health, Community Development, Gender, Family and Children, P.O. Box 743, Dar es Salaam

**CONSULTANT:**  
 Architects  
 Consultants  
 Architectural Services  
 Dar es Salaam

**PROJECT NAME:**  
 RENOVATION, REHABILITATION, EXTENSION AND NEW CONSTRUCTION OF MERSINI HOSPITAL  
 DISTRICT: PLYMOU DISTRICT  
 AREA: MERSINI AREA

**DRAWING TITLE:**  
 ELEVATIONS

DESIGNED BY	DATE	SCALE



GENERAL NOTES

1. The design of this drawing is copyright and remains the property of M/GATEPLAN.
2. All work is to be carried out in accordance with local authority requirements, Architects and Quantity Surveyors Registration Board.
3. This drawing may not be scaled. Correct required dimensions and levels may be used.
4. All sites and details, walls, foundations must be checked on site before commencement of work. Any discrepancies to be reported to the Architect.

No.	REVISION / ISSUE	DATE

CLIENT:  
 Provincial Secretary Ministry of Health, Community Development, Gender, Elderly and Children, P.O. Box 54, Chisamba

CONSULTANT:  
 ARCHITECTS  
 CONSULTANTS  
 Architects, Planners, Interiors Designers  
 Complex Buildings

PROJECT NAME:  
 REPAIR, RENOVATION, REINFORCEMENT AND NEW CONSTRUCTION OF MASHANGI HOSPITAL  
 BUILD AT  
 PLOT NO. BLOCK-488A-

DRAWING TITLE:  
 FOUNDATION PLAN  
 TRUSS LAYOUT  
 ROOF PLAN

DESIGNED BY	DATE	PRINT
DRAWN BY	DATE	
CHECKED BY	DATE	
SCALE		
DATE		

**BOQ**

**SCHEDULE OF MATERIALS FOR CONSTRUCTION OF OFFICE AND EXAMINATION BUILDING**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
<b>DEMOLITION WORKS</b>					
A	Removal of existing roof structure and Covering plus removal of all debris away from site; approximately 273m <sup>2</sup> )	1	Item	SUM	750,000
B	Removal of existing hardwood windows and prepare surface for new windows to be fixed.	14	Nr	10,000	140,000
C	Removal of existing hardwood doors and prepare surface ready for fixing new doors	9	Nr	15,000	135,000
D	Hack off existing screed floor finish and prepare surface for floor tiling, also removal of all debris away from site	175	m <sup>2</sup>	3,000	525,000
<b>EARTHWORKS</b>					
E	Excavate for trench; commence at strip Level, 1.5m deep	152	m <sup>3</sup>	3500	532,000
F	Backfill excavated materials; compact and consolidate around foundations	90	m <sup>3</sup>	3000	270,000
<b>TOTAL AMOUNT FOR DEMOLITION AND EARTHWORKS</b>					<b>2,352,000</b>



**KILUSWA BUILDING CONTRACTORS AND  
 CIVIL ENGINEERING  
 P. O. BOX 655  
 SUMBAWANGA**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
A	200mm hardcore stones	49	m3	25,000	1,225,000
B	Chemical for soil sterilization; 5L;	6.05	bottle	150,000	907,500
C	Earthfilling soil to make levels;	73	m3	5,000	365,000
	<b>Concrete Work (Blinding) C10(1:4:8)</b>				
D	Ordinary Portland Cement	17.57	bag	16,000	281,120
E	Sand	1.584	m3	18,000	28,512
F	20mm thick aggregates;	3.168	m3	55,000	174,240
	<b>Plain Concrete C15 (1:3:6) bed &amp; Plinth beam</b>				
H	Ordinary Portland Cement	205.349	bag	16,000	3,285,584
J	Sand	14	m3	18,000	252,000
K	20mm thick aggregates;	28	m3	55,000	1,540,000
	<b>Reinforcement</b>				
L	Mesh; Reinforcement; BS 4483 ref A252; 3.95kg/m2	85	pc	140,000	11,900,000
M	Y12 Reinforcement bars; 12m long	142	pc	25,000	3,550,000
	<b>Walling</b>				
N	BS 2028 type A; 6" cement and sand block	2338	pc	1,400	3,273,200
	<b>Cement for walling</b>				
P	Ordinary Portland Cement	71	bag	16,000	1,136,000
Q	Sand	4	m3	18,000	72,000
	To Collection			TShs	<b>27,990,156</b>



**KILUSWA BUILDING CONTRACTORS AND  
CIVIL ENGINEERING  
P.O. BOX 655  
SUMBAWANGA**



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
A	1000 gauge DPM Sheets	242	m2	1,500	363,000.00
B	230mm wide:DPC	5	Roll	150,000	750,000.00
	15mm thick plaster to plinth level (1:4)				-
D	Ordinary Portland Cement	27	bag	16,000	432,000.00
E	Sand (4.5m3 cap. Lorry)	0.180	m3	18,000	3,240.00
F	4Ltr black bituminous paint (1Litre;10m2 of smooth wall)	0.5	tins	128,000	64,000.00
	<u>Formworks</u>				-
K	Marine boards - bamboo (9mm thick)	31	pc	35,000	1,085,000.00
L	Arsorted nails	10	kg	3,000	30,000.00
	To Collection			TShs	2,727,240.00
	Collection				30,717,396.00
	Page Nr. 1			TShs	2,352,000.00
	Page Nr. 2			TShs	30,717,396.00
	<b>TOTAL SUB STRUCTURE TO SUMMARY</b>				<b>33,069,396</b>



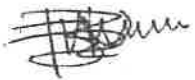
KILISWA BUILDING CONTRACTORS AND  
CIVIL ENGINEERING  
P. O. BOX 655  
SUMBAWANGA

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 02 - SUPERSTRUCTURE				
	<b>FRAMES</b>				
	Reinforced concrete grade 15				
	Ring beams				
A	Ordinary Portland Cement	23	bag	16,000	368,000
B	Sand (4.5m3 cap Lorry)	1.5	m3	18,000	27,000
C	20mm thick aggregates	3	m3	55,000	165,000
	Reinforcement bars; BS 4449:1969				
D	Y12 Reinforcement bars	70.3828	pc	25,000	1,759,570
	Walling				
E	BS 2028 type A; 6" block; 230mm wall	6790	pc	1,400	9,506,000
	mortar for walling				
F	Ordinary Portland Cement	204	bag	16,000	3,264,000
G	Sand	10	m3	18,000	180,000
H	Marine boards - bamboo (9mm thick)	31	pc	35,000	1,085,000
J	Nails (assorted size)	25	kg	3,000	75,000
	<b>TOTAL SUPER STRUCTURE TO SUMMARY</b>				<b>16,429,570</b>



KILLSWA BUILDING CONTRACTORS AND  
CIVIL ENGINEERING  
P. O. BOX 655  
SUMBAWANGA

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<b>ELEMENT NR. 03 - DOORS</b>				
	PANEL DOORS				
A	Door size 1500 x 2100mm high (Type D1)	8	Nr	700,000	5,600,000
B	Door size 900 x 2100mm high; (Type D2)	17	Nr	380,000	6,460,000
C	Door size 800 x 2100mm high; (Type D3)	7	Nr	350,000	2,450,000
D	45 x 145mm hardwood timber; with one labour plugged	66.11	m	18,000	1,189,980
E	25 x 75mm Architraves; moulded	205	m	8,500	1,742,500
F	15 x 25mm beads	150	m	2,500	375,000
G	15 x 100mm sawn hardwood timber ground; third grade	205	m	7,000	1,435,000
H	6mm thick polished Clear plate glass; over 0.1n.e0.5m2	13	m2	110,000	1,430,000
	<b>Iron Mongery; HAFELE/UNION brand</b>				
J	UNION 3 LEVEL MARTIN LOCKSET	1	No.	70,000	70,000
K	UNION 2 LEVEL MARTIN LOCKSET	32	No	45,000	1,440,000
L	UNION CYLINDRICAL DOOR STOP SSS	32	No	25,000	800,000
M	UNION 2BB HINGES (4"x3"x3mm)	48	Nr	5,000	240,000
N	Flush bolt	1	No.	10,000	10,000
P	Union signage	7	Nr	20,000	140,000
Q	Door Grills;	74	m2	50,000	3,700,000
	<b>TOTAL DOORS TO SUMMARY</b>			<b>TShs</b>	<b>27,082,480</b>

  
**KILUSWA BUILDING CONTRACTORS AND  
 CIVIL ENGINEERING  
 P. O. BOX 655  
 SUMBAWANGA.**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 04 - WINDOWS				
	ALUMINIUM WORKS				
	<i>(To be executed by Specialist Contractor)</i>				
A	Window size 1000 x 1700mm over all height	17	Nr	165,000	2,805,000
B	Window size 900 x 1000mm over all height	12	Nr	115,000	1,380,000
	METAL WORKS				
C	Window Grills;	40	m2	35,000	1,400,000
	<b>TOTAL WINDOWS MATERIALS TO SUMMARY</b>				<b>5,585,000</b>



**KILUSWA BUILDING CONTRACTORS AND  
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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
<b>ROOF STRUCTURE AND COVERING</b>					
A	IT5 - Roof cover; 28 Gauge; 45 degrees from horizontal	623	m2	16,500	10,279,500
<b>Accessories</b>					
B	260mm girth; ridge capping; 3m long	22	pc	30,000	660,000
C	260mm girth; hip capping 3m long	14	pc	30,000	420,000
D	260mm girth; Valley gutter; 3m long	7	pc	30,000	210,000
E	50 x 100mm softwood pressure impregnated; treated	680	pc	12,000	8,160,000
F	75 x 50mm; treated softwood timber; pressure impregnated	134	pc	13,500	1,809,000
G	250 x 25mm thick; fascia and barge boards	25	pc	20,000	500,000
<b>Rainwater Harvest</b>					
H	150mm half round; PVC gutter; DK 501	15	Nr	25,000	375,000
J	100mm uPVC diameter down pipe; with DC302 Cl	6	Nr	25,000	150,000
K	Extra over; Outlet	10	Nr	7,500	75,000
L	Extra over; berids	10	Nr	7,500	75,000
M	Extra over; Ends	5	Nr	5,000	25,000
<b>TOTAL ROOFING TO SUMMARY</b>					<b>22,738,500</b>



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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<b>ELEMENT NR. 06 -FINISHINGS</b>				
	<b>15mm thick (1:4) internal Plaster</b>				
A	Ordinary Portland Cement	80	bag	16,000	1,280,000
B	Sand	8	m3	18,000	144,000
C	25 Kg Birla white wallcare putty :51m2	15	bag	25,000	375,000
					-
	<b>15mm Thick;render to walls (1:4)</b>				
C	Ordinary Portland Cement	27	bag	16,000	432,000
D	Sand	3	m3	18,000	54,000
					-
	<b>Wall Tiles ;12mm thick backing mortar; (1:4)</b>				
E	Ordinary Portland Cement	65	bag	16,000	1,040,000
F	Sand (4.5m3 cap. Lorry)	6	m3	18,000	108,000
					-
G	200 x 300x 6mm; Ceramic wall tiles;BS 1282	18	m2	16,000	288,000
					-
H	9mm PVC tile trim	10	m	1,400	14,000
					-
J	600x 600x 9mm Floor tiles	396	m2	25,000	9,900,000
					-
K	300x 300x 9mm Floor tiles	20	m2	17,500	350,000
					-
L	150mm Wide Tile Skirting	220	m	3,000	660,000
					-
	<b>Cement and Sand bed for tiling works</b>				
M	Ordinary Portland Cement	113	bag	16,000	1,808,000
N	Sand	11	m3	18,000	198,000
					-
	<b>Ceiling finishing</b>				
P	12mm Gypsum ceiling (Thailand)	145	pc	15,500	2,247,500
Q	Comices (plain)	91	pc	2,500	227,500
R	50x50mm Treated softwood timber	635	pc	4,000	2,540,000
S	Assorted nails	12	kg	3,000	36,000
T	Gypsum powder	24	bag	25,000	600,000
U	Fibre tape	18	roll	5,000	90,000
V	Gypsum Nails/Screws	18	box	10,000	180,000
					-
W	Extra over for ceiling access hatches; 600 x 600mm	18	Nr	5,000	90,000
					-
	<b>TOTAL FINISHING TO SUMMARY</b>				<b>22,662,000</b>



KILLSWA BUILDING CONTRACTORS AND  
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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<b>ELEMENT NR. - 07 PAINTING AND DECORATIONS</b>				
	<b>Internal Painting Works</b>				
A	Dulux Wash and Ware paints; 20 Litre capacity	10	bucket	170,000	1,700,000
B	Silikon based paints	4.000	bucket	32,000	128,000
C	Enamels and synthetic Vanishes to hardwoods; 4Litre	3.00	tin	100,000	300,000
	<b>External Painting Works</b>				
D	Galaxy Weather guard; 20 Litre capacity	2.00	bucket	170,000	340,000
E	Undercoat	1.00	bucket	110,000	110,000
	<b>TOTAL PAINTS AND DECORATIONS TO SUMMARY</b>				<b>2,578,000</b>



**KILUSWA BUILDING CONTRACTORS AND  
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SUMBAYANGA**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ELEMENT NR. 12.PLUMBING INSTALLATION				
A	Western type low Level W.C Vitreous China;B.S 3402 S/P trap Casteware; 6 Litre Flushing tank	3	Nr	285,000	855,000
B	Asian type low Level W.C Vitreous China;B.S 3402 S/P trap Casteware; 6 Litre Flushing tank	3	Nr	285,000	855,000
C	560 X 600mm Semi Pedestal Hand Wash Basin; Vitreous China to B.S 3402; rubber plug with slotted tail; 38mm plastic bottle trap with 75mm seal	8	Nr	250,000	2,000,000
D	Hand wash basin Pillar tap Bobo	7	Nr	40,000	280,000
E	Bristan Chrome plated lever operated WHB tap with 6 inch operating lever	5	Nr	35,000	175,000
F	600 x 900 x 6mm thick Mirror; beveled edges with alkaline resistance opaque material	6	Nr	27,000	162,000
G	150mm long Toilet roll holder SS; Casteware	6	Nr	15,000	90,000
H	Soap dispenser 0.8L wall mounted; JOFEL	9	Nr	7,000	63,000
J	Shurtuff (Dotche Spray) 13mm diameter x 1000mm long PVC hose Aliflex	6	Nr	15,000	90,000
K	80mm Diameter high quality Plastic floor drain trap FALCON	4	Nr	25,000	100,000
I	Elbow operated Soap dispenser wall mounted	2	Nr	15,000	30,000
M	Water Closet White Vitreous China; c/w 6 litre cistern; free floe siphon bottom supply; Casteware	1	Nr	25,000	25,000
N	Toilet brush holder; Bobo	6	Nr	5,000	30,000
P	Scrub Sink Stainless steel 1400 x 550 x 840mm hand operated	2	Nr	200,000	400,000
	To Collection				5,155,000



**KILUSWA BUILDING CONTRACTORS AND  
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SUMBAWANGA**



ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
A	Sluice Sink Unit with drainer grade 304 SS 1000 x 600mm includes hopper with continuous flushing rim, Sink bowl without overflow, drainer, concealed back entry flush pipe connection for a duct	1	Nr	250,000	250,000
	<b>PP-R fusion pipe PN 20 Class C</b>				-
	Distribution pipes				-
B	25mm diameter supply pipes to the upper tank	12	m	5,000	60,000
C	Ditto; Elbow	3	Nr	15,000	45,000
D	Ditto; Union	1	Nr	15,000	15,000
E	Ditto; Socket	3	Nr	15,000	45,000
F	Ditto; nipple	1	Nr	13,000	13,000
					-
G	25mm diameter supply pipes from upper tank	10	m	5,000	50,000
H	Extra Over; elbow	2	Nr	15,000	30,000
J	Extra Over; tee	2	Nr	15,000	30,000
K	Extra Over; socket	2	Nr	10,000	20,000
L	Extra Over; Reducer 25 x 20mm Diameter	3	Nr	15,000	45,000
					-
M	25mm diameter; HDPE Pipes Laid in trench	101	m	5,000	505,000
N	Extra Over; Tee	12	Nr	15,000	180,000
P	Extra Over Elbow	11	Nr	15,000	165,000
Q	Extra Over; male Connector	12	Nr	15,000	180,000
					-
	<b>Feeder pipes in blockwork</b>				-
R	20mm diameter in blockwork chase	8	m	5,000	40,000
S	Extra Over; elbow	4	Nr	15,000	60,000
T	Extra Over; tee	4	Nr	15,000	60,000
U	Extra Over; socket	29	Nr	15,000	435,000
V	Ditto; Reducer 25 x 20mm Diameter	2	Nr	15,000	30,000
					-
W	Flexible pipes	17	Nr	12,000	204,000
					-
	<b>Waste and Vent pipes</b>				-
	uPVC white pipes; Class B; including fittings in the running length				-
X	38mm diameter; in chase wall	18	m	4,500	81,000
Y	Extra Over; tee plain	3	Nr	3,500	10,500
Z	Extra Over; elbow 90 degree	20	Nr	3,500	70,000
					-
	<b>To Collection</b>				<b>2,623,500</b>



KILUSWA BUILDING CONTRACTORS AND  
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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	uPVC white pipes ;Class B BS 4660 for underground works and BS 3506 for above ground works				
A	100 diameter pipes	95	m	8,000	760,000
B	Extra Over 100mm elbow	4	Nr	5,000	20,000
C	Extra Over 100mm elbow plug	4	Nr	5,000	20,000
D	100mm diameter PVC Vent cowl	1	Nr	5,000	5,000
E	100 mm PVC clamp	2	Nr	2,500	5,000
	<b>Rain Water harvesting</b>				
F	100mm diameter PVC down pipes	34	m	5,000	170,000
G	125mm half round rain water gutter; white in colour	95	m	5,000	475,000
H	Extra Over; Elbow	7	Nr	7,000	49,000
J	Extr Over; Swan neck	7	Nr	7,000	49,000
K	PVC clamp	7	Nr	2,500	17,500
L	Construction of storm water drainage	ITEM		SUM	900,000
	<b>Ancillaries;</b>				
	Draw off taps; Stop Valves; Cu alloy to BS 5154/ BS 1010 PN 16				
M	25mm diameter stop Valve; MARTEX	2	Nr	45,000	90,000
N	19mm diameter Stop Valve MARTEX	3	Nr	20,000	60,000
P	15mm diameter stop valve MARTEX	9	Nr	15,000	135,000
Q	15mm diameter Angle Valve MARTEX	12	Nr	15,000	180,000
R	19mm diameter bib taps	5	Nr	15,000	75,000
	<b>EQUIPMENTS; FIRE FIGHTING INSTALLATIONS</b>				
S	9kg dry powder;NAFFCO fixed to wall	4	Nr	250,000	1,000,000
T	4kg Clean Agent Automatic fire extinguisher; dry powder;NAFFCO	0	Nr	200,000.00	-
	<b>WATER STORAGE TANKS</b>				
U	5000L cap. SIMTANK; ball valve, float Switch, cover, Ladder c/w pipes and fittings	1	Nr	1,900,000	1,900,000
V	Elevated tower for fitting water tank	1	Nr	900,000	900,000
W	10,000L cap. Ground Water tank;SIMTANK c/w all pipes and fittings	1	Nr	3,000,000	3,000,000
	To Collection				9,810,500




KILUSWA BUILDING CONTRACTORS AND  
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P.O. BOX 655  
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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
A	PEDROLO water booster pump CPM 150; 0.75kW, Q=(2.5-7m <sup>3</sup> /hr) Head 15-27m c/w Control Panel (duty + Standby)	2	Nr	250,000	500,000
B	Trench excavate for pipe works; depth 1.5m, 1000mm deep c/w all Earthworks	110	m	4,000	440,000
C	300 x 300mm Standard Gully Trap; concrete block walls; c/w benching and fittings+ cover	12	Nr	50,000	600,000
D	Standard Manhole size 600 x 600mm x 1500 mm deep; solid concrete blocks; 150mm thick plain concrete bed C15; c/w benching; Cast iron Manhole covers and frames; water proof cement and sand render; include Earthworks	15	Nr	60,000	900,000
E	3500 x 1750 x 2000mm deep; septic tank complete	1	Nr	1,975,000	1,975,000
F	3000mm diameter x 2000mm; soak away pit comp	1	Nr	1,600,000	1,600,000
	To Collection				6,015,000
	Collection				
	Page 1				5,155,000
	Page 2				2,623,500
	Page 3				9,810,500
	Page 4				6,015,000
TOTAL PLUMBING AND DRAINAGE TO SUMMARY				TShs	23,604,000



KILUSWA BUILDING CONTRACTORS AND  
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P. O. BOX 455  
SUMBAWANGA

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<b>ELEMENT NR. - 08 ELECTRICAL AND FIRE SYSTEM</b>				
	Power Distribution				
A	63A/0.3A 8 Ways TPN RCCD incomer built in metal DB; HAVELLS	1	Nr	85,000	85,000
	<b>Power Points</b>				
B	2 x 13A Switch Socket outlet	32	Nr	7,000	224,000
C	20A Double pole Switch with Neon Indicator; AFRICAB	10	Nr	15,000	150,000
	<b>Light Fittings and Switches</b>				
E	LED Panel Rc -EII Sq 595 -40w - 4000 -WH -R80-2 (60)	39	Nr	35,000	1,365,000
	Recessed compact down Light 20w LED Light fitting for	4	Nr	25,000	100,000
H	Recessed compact down Light 12w LED Light fitting	11	Nr	18,000	198,000
J	Wall mounted external Security Light 15Amps photocell as TRONIC /Equivalent	13	Nr	45,000	585,000
K	10A 1 gang 1 way flush Light Switch AFRICAB	22	Nr	5,000	110,000
L	10A 1 gang 2 way Flush Light AFRICAB	8	Nr	7,000	56,000
	10A 2gang 1 way flush light Switch	1	Nr	7,000	7,000
	<b>WIRES AND CABLES</b>				
M	Light point consisting of 1.5mm2 PVC single core Cu cable	67	Nr	75,000	5,025,000
N	DP Switch Socket consist of 2.5mm2 PVC Single core Cu	42	Nr	85,000	3,570,000
P	4C x 25mm2 PVC Copper Cable c/w accessories	15	m	65,000	975,000
Q	1C x 16mm2 PVC Cu Cable c/w accessories	20	m	75,000	1,500,000
	<b>FIRE DETECTION AND ALARM SYSTEM</b>				
R	Network Intelligent Addressable 1 loop Fire Control Panel c/w LCD dispenser	1	Nr	550,000	550,000
S	Intelligent Addressable Smoke detectors c/w bases as C-TEC	24	Nr	50,000	1,200,000
T	Intelligent Addressable Manual call point c/w deep base as C-TEC	1	Nr	75,000	75,000
U	Intelligent Addressable Loop powered sounder with deep base as C-TEC	1	Nr	50,000	50,000
V	Programming the main Fire Alarm Control Panel	ITEM			
W	25mm diameter heavy gauge PVC conduits	266	m	800	212,800
X	2Cx 1.5mm2 Earth FIRETUF power OHLS cable fire resistant	400	m	2,000	800,000
	To Collection				16,872,800

  
**KILLSWA BUILDING CON'**  
**CIVIL ENGINEER**  
**P. O. BOX 65**  
**SUMBAWANG**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
A	3C x 2.5mm <sup>2</sup> PVC/Cu flexible cable for energize fire panel	25	m	3,000	75,000
	To Collection				75,000
	Collection				
	Page 1				16,872,800
	Page 2				75,000
	<b>TOTAL ELECTRICAL AND FIRE ALARM INSTALLATION TO SUMMARY</b>			TShs	<b>16,947,800</b>



**KILISWA BUILDING CONTRACTORS AND  
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P.O. BOX 655  
SUMBAWANGA**

GENERAL SUMMARY		
ITEM	DESCRIPTION	AMOUNT (TSHS)
A	ELEMENT NO.1 - SUB STRUCTURE	33,069,396
B	ELEMENT NO.2 - SUPER STRUCTURE	16,429,570
C	ELEMENT NO. 03 - DOORS	27,082,480
D	ELEMENT NO. 04 - WINDOWS	5,585,000
E	ELEMENT NO. 05 - ROOFING	22,738,500
F	ELEMENT NO. 06 - FINISHING	22,662,000
G	ELEMENT NO. 07 - PAINTING AND DECORATION	2,578,000
H	ELEMENT NO. 08 - ELECTRICAL AND FIRE SYSTEM	16,947,800
	<b>TOTAL MATERIALS COST</b>	<b>147,092,746</b>
J	ADD: % Labour Charges	24% 35,302,259
K	ADD: 2.0% Loading, Offloading & Transport Charges	1% 1,470,927.46
L	ADD: Direct Labour Costs	SUM 36,773,186.50
M	ADD: Contingency Sum	1% 1,470,927.46
N	ADD: Preliminary and General Items	2,325,750.00
	<b>GRAND TOTAL SUM</b>	<b>224,435,796</b>



KILUSWA BUILDING CONTRACTORS AND  
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