

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

MWANANYAMALA REGIONAL REFERRAL HOSPITAL



LABOUR BASED CONTRACT
FOR
PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT (ICU)
AT
MWANANYAMALA REGIONAL REFERRAL HOSPITAL

CONTRACT NO. ME/007/MRRH/2021-2022/W/02

November, 2021

EMPLOYER

MEDICAL OFFICER IN CHARGE,
MWANANYAMALA REGIONAL REFERRAL HOSPITAL,

P.O.BOX 61665,

DAR ES SALAAM.

SERVICE PROVIDER

MBEYA UNIVERSITY OF SCIENCE
AND TECHNOLOGY (MUST),

P.O.BOX. 131

MBEYA.

Form of Agreement

Lump-Sum Remuneration

This AGREEMENT (hereinafter called the "Contract") is made theday of the month of *November, 2021*, between, on the one hand, *Medical Officer In charge, Mwananyamala Regional Referral Hospital, P.O.BOX. 61665 DAR ES SALAAM* (hereinafter called the "Employer") and, on the other hand, **MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY (MUST)**, (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **Tzs One Hundred Thirty Million Four Hundred Eighty Eight Thousand Eight Hundred Eight Four only (130,488,884) , VAT Inclusive for the construction of ICU Block (Labour Work).**
- (c) the Employer has set aside funds towards the cost of the Services and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Contract Agreement
 - b) The General Conditions of Contract;
 - c) The Special Conditions of Contract;
 - d) The Service Provider's Tender
 - e) The Priced Activity Schedule
 - f) The Specifications (Statement of Requirements)

- g) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

- Letter of acceptance

- Notice to proceed

- Service Provider's Tender

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency; Not Used

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of

Name of Employer

Dr. Zavery Benela

Signature

Benela

Occupation

Medical Officer Incharge

Date

In the Presence of:

Name

DENNIS G. MAGULU

Signature

Magulu

MEDICAL OFFICER INCHARGE
MWANANYAMALA HOSPITAL
P.O. Box 61665
DAR ES SALAAM

Designation Accountant

For and on behalf of Service Provider

Name Eng. Ivor Ndimbo

Signature ~~Ivor Ndimbo~~

Occupation MANAGING DIRECTOR (MCB)

Date _____



In the Presence of:

Name ABDON ANDREW

Signature Andrew.

Date _____

GENERAL SUMMARY

ITEM	DESCRIPTION		AMOUNT	
A	BILL NR. 1- PRELIMINARIES		3,900,000.00	3,900,000
B	BILL NR. 2 - GENERAL SPECIFICATIONS		N/A	
C	BILL NR. 3 - MEASURED WORKS (ICU BLOCK)		628,444,343.50	91,083,800
D	BILL NR. 4 - PRIME COST AND PROVISIONAL SUMS		15,600,000.00	15,600,000
	SUB-TOTAL 1	TSHS	647,944,343.50	110,583,800
	ALLOW FOR:			
E	Insurance and Bonds(2%)		N/A	
	SUB - TOTAL 2	TSHS		
F	ADD; VAT ADDED TO SUB - TOTAL 2 AT A RATE OF 18%		116,629,981.83	19,905,884
	SUB - TOTAL 3	TSHS	764,574,325.33	130,488,884
G	SUB-TOTAL 4	TSHS		
	TOTAL CARRIED TO FORM OF TENDER	TSHS	764,574,325.33	130,488,884

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
 MCB COMPANY LIMITED
 P.O. BOX 131
 MBEYA

Casting Grade 25 concrete to Ground beams and Starter

Columns

Fixing formwork to concrete works

Fixing the rebars to positions

Construction of 230mm thick foundation wall

Laying DPC; 230mm wide

Laying DPM

Casting Grade 15 concrete bed

Rendering to plinth wall

painting to plith wall

FRAME

Casting Grade 25 concrete works

Cut, bend and fixing the steel bars to required areas

Fixing formwork to concrete works

ELEMENT NO. 3 - ROOFING

Roof covering

Fixing Roof covering

Fixing of Ridges and Valleys

Roof structure

construction of timber roof structure

Roof Drainage

PVC gutter

Down water pipes

ELEMENT NO. 4 - WALLS AND PARTITIONS.

Installation of window cill

Construction of Block work wall

ELEMENT NO. 5 - DOORS

Fixing the following Flush Door type; 45 x 145mm Door complete with frames and other accessories

Ditto; 1800 x 2700 mm high

Ditto; 1500 x 2700 mm high

Ditto; 1100 x 2700mm high

Ditto; 900 x 2100mm high

ELEMENT NO. 6 - WINDOWS

Fixing the following aluminium windows

1800 x 1800 mm; high overall size

1500 x 900 mm; high overall size

23.00	m ³	50,000	1,150,000.00 ✓
261.80	m ²	10,000	2,618,000.00 ✓
4,126.55	kg	500	2,063,275.00 ✓
4,802.00	blocks	600	2,881,200.00 ✓
381.00	m	1000	381,000.00 ✓
4.00	m ²	2000	8,000.00 ✓
808.00	m ²	7500	6,060,000.00 ✓
60.00	m ²	8000	300,000.00 ✓
60.00	m ²	5000	300,000.00 ✓
22.30	cm	50,000	1,115,000.00 ✓
2,451.65	kg	500	1,225,825.00 ✓
252.00	sm	10,000	2,520,000.00 ✓
1,091.00	m ²	5,000	5,455,000.00 ✓
142.00	m	2,000	284,000.00 ✓
4,805.00	m	2,500	12,012,500.00 ✓
132.00	m	5,000	660,000.00 ✓
45.00	m	5,000	225,000.00 ✓
81.00	m	10,000	810,000.00 ✓
14,260.00	blocks	600	8,556,000.00 ✓
1	Nr	55,000	55,000.00 ✓
8	Nr	55,000	440,000.00 ✓
16.0	Nr	55,000	880,000.00 ✓
20.0	Nr	55,000	1,100,000.00 ✓
32.00	Nr	30,000	960,000.00 ✓
6.00	Nr	30,000	180,000.00 ✓

RA

Fixing of Floor tiles	420.00	m ²	4,000	(800,000)
Fixing of tiles to walls	233.00	m ²	7,000	29,400,000.00 ✓
Fixing of Skirting to walls	593.00	m	7,000	1,631,000.00 ✓
Fixing of timber branderings 600mm c/c	4,428.00	m	3,000	1,779,000.00 ✓
Fixing Gypsum boards	1,107.00	m ²	1,000	4,428,000.00 ✓
Fixing ceiling cornices	761.00	m	4,000	4,428,000.00 ✓
Fixing ceiling access panels	5.00	no	3,000	2,283,000.00 ✓
			5,000	25,000.00 ✓
ELEMENT NO.8 PAINTING AND DECORATIONS				
Skimming and Painting works to walls and Ceiling Surfaces	3,446.00	m ²	5,000	17,230,000.00 ✓
Varnish to doors	15.00	m ²	20,000	150,000.00 (300,000)
ELEMENT NO.9 PLUMBING AND DRAINAGE				
Labour charge for fixing of all sanitary fittings	1.00	item		3,000,000.00 ✓
			to collection	
TOTAL LABOUR CHARGE CARRIED TO BILL SUMMARY				90,283,800.00

Collection

Page No.1

Page No.2

MATERIAL = 538,160,543.50

LABOUR CHARGE = 90,283,800.00 (91,083,800)

TOTAL = 628,444,343.50

[Signature]

BILL No 03 - PROVISIONAL SUMS

C Carefully remove the Existing chain link fence comprised of 14 Nrs precast concrete poles, chainlink fence; handover to client

D Carefully demolition and fill the existing Soakaway pit; 2.5m diameter, compact in layers; all to approval

E Carefull demolish and relocate new Blockwall manholes; 600 x 600mm complete with precast covers

F Allow sum as a Labour Charges for fixing Electrical installations complete

G Allow sum as a labour charge for fixing air conditioning installions into the building

H Allow labour charge for cosntruction of soakaway pit; 2.5m diameter, complete

60.00 m 10,000.00 600,000

1.00 Nr 300,000.00 300,000

4.00 Nr 50,000.00 200,000

1.00 Sum 10,000,000.00 10,000,000

1.00 Sum 3,000,000.00 3,000,000

1.00 Sum 1,500,000.00 1,500,000

=15,600,000.00

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
MCB COMPANY LIMITED
P.O. BOX 131
MBEYA



SECTION III: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder. b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender; c) The "Arbitrator" is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer; e) "the Contract" the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. g) Days are calendar days; h) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. i) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of
----	-------------	-----	---

			<p>SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</p> <p>t) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>u) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>v) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the SCC;</p> <p>w) "Service Provider's Tender" means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>x) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>y) "Specifications" means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>z) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.</p> <p>aa) "Subcontractor" means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 7.1 and 8.1.</p> <p>bb) "Site" means the place(s) named in SCC.</p> <p>cc) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
2.	Applicable Law and Interpretation	2.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>

			<p>SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</p> <p>t) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>u) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>v) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the SCC;</p> <p>w) "Service Provider's Tender" means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>x) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>y) "Specifications" means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>z) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.</p> <p>aa) "Subcontractor" means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 7.1 and 8.1.</p> <p>bb) "Site" means the place(s) named in SCC.</p> <p>cc) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
2.	Applicable Law and Interpretation	2.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>

		2.2	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.3	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.
		2.4	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1) Contract, 2) Letter of Acceptance, 3) Service Provider's Tender, 4) Special Conditions of Contract 5) General Conditions of Contract, 6) Specifications, 7) Activity Schedule 8) Any other document listed in the SCC as forming part of the Contract.
3	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <ol style="list-style-type: none"> a) Submission of performance Security in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	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

10.	Taxes and Duties	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
-----	-------------------------	------	---

B. Commencement, Completion, Modification, and Termination of Contract

11.	Effectiveness of Contract	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
12.	Commencement of Services		
	Program	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	Starting Date	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
13.	Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 26. In this case, the Completion Date will be the date of completion of all activities.
14.	Modification	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
15.	Force Majeure		
	No Breach of Contract	15.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default

10.	Taxes and Duties	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
-----	-------------------------	------	---

B. Commencement, Completion, Modification, and Termination of Contract

11.	Effectiveness of Contract	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
12.	Commencement of Services		
	Program	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	Starting Date	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
13.	Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 26. In this case, the Completion Date will be the date of completion of all activities.
14.	Modification	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
15.	Force Majeure		
	No Breach of Contract	15.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default

			under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	Extension of Time	15.2	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	Payments	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
		15.4	Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late 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 rate as specified in the SCC.
16.	Termination		
	By the Employer	16.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication; b) if the Service Provider become insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services

	Limitation of Liability	16.4	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		(a)	The Service Provider shall not be liable to the procuring entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		(b)	The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

C. Obligations of the Service Provider

17.	General	17.1	The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
18.	Conflict of Interests		
	Service Provider not to Benefit from Commissions and Discounts	18.1	The remuneration of the Service Providers pursuant to GCC 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

	Limitation of Liability	16.4	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		(a)	The Service Provider shall not be liable to the procuring entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		(b)	The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

C. Obligations of the Service Provider

17.	General	17.1	The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
18.	Conflict of Interests		
	Service Provider not to Benefit from Commissions and Discounts	18.1	The remuneration of the Service Providers pursuant to GCC 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

	Service Provider and Affiliates not to be Otherwise Interested in Project	18.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	Prohibition of Conflicting Activities	18.3	<p>Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
19.	Confidentiality	19.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
20.	Insurance to be Taken out by the Service Providers	20.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
21.	Protection of the environment	21.1	The Service Provider 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.
		21.2	The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed

			(d) any other action that may be specified in the SCC.
25.	Reporting Obligations	25.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
26.	Documents Prepared by the Service Providers to be the Property of the Employer	26.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
27.	Liquidated Damages		
	Payments of Liquidated Damages	27.1	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
	Correction for Over-payment	27.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 36.
	Lack of Performance Penalty	27.3	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC 41.1

			(d) any other action that may be specified in the SCC.
25.	Reporting Obligations	25.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
26.	Documents Prepared by the Service Providers to be the Property of the Employer	26.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
27.	Liquidated Damages		
	Payments of Liquidated Damages	27.1	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
	Correction for Over-payment	27.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 36.
	Lack of Performance Penalty	27.3	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC 41.1

28	Performance Security	28.1	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security 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. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC.
		28.2	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.

D. Service Provider's Personnel

29.	Description of Personnel	29.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
30.	Removal and/or Replacement of Personnel	30.1	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
		30.2	If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
		30.3	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

40.	Dayworks	40.1	If applicable, the Daywork rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
		40.2	All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 6 within two days of the Services being performed.
		40.3	The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in GCC 39.

G. Quality Control

41.	Identifying Defects	40.1	The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.
42.	Correction of Defects and Lack of Performance Penalty	42.1	<p>a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p> <p>c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC 26.3.</p>

H. Settlement of Disputes

43.	Amicable Settlement	43.1	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
44.	Dispute	44.1	If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or

			made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
38.	Interest on Delayed Payments	38.1	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC
39.	Price Adjustment	39.1	<p>a) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p>Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".</p> <p>b) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>

	Settlement		the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
		44.2	The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		44.3	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		44.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		44.5	Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC Number	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions		
1.	1.1(a)	The Adjudicator is [insert name] NA
	1.1(b)	Activity schedule <i>See the attached</i>
	1.1(c)	The Arbitrator is [insert name] NA
	1.1(d)	The completion date is 30/06/2022
	1.1(e)	The contract name is <i>Proposed Construction of ICU Block at Mwananyala Regional Referral Hospi</i> al.
	1.1(l)	The Employer is <i>Meidical Officer In charge, Mwananyala Regional Hospital.</i>
	1.1(s)	The Member in Charge is [name of Member Leader of the Joint Venture].]
	1.1(v)	The Service Provider is MBEYA University of science and technology, MCB CO.LTD
	1.1(z)	The works to be performed by the service provider MBEYA University of science and technology, MCB CO.LTD

2.	2.1	The law that applies to the Contract is the laws of <i>Tanzania</i>
3.	4.1	The language is <i>English</i>
4.	5.1	<p>The addresses are:</p> <p>Employer: Mwananyama Regional Referral Hospita</p> <p>Attention: <u>Dr. Benela, mobile:+255 766 857 799</u></p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
5.	7.1	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Mr. Donald Nyambanila. Mobile No. +255 757 811 115</u></p> <p>For the Service Provider: _____</p>
B. Commencement, Completion, Modification, and Termination of Contract		
6.	9.1	Schedule of other Service Providers (<i>insert the list of other providers</i>)
7.	11.1	The date on which this Contract shall come into effect is <i>01st January, 2022.</i>

8.	112.2	The Starting Date for the commencement of Services is 01st January, 2022.
9.	13.1	The Intended Completion Date is <i>30th June, 2022.</i>
C. Obligations of the Service Provider		
10.	18.3 (c)	Give the list of other activities which the personnel of service providers should not engage in:
11.	20.1	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle _____</p> <p>(ii) Third Party liability _____</p> <p>(iii) Employer's liability and workers' compensation _____</p> <p>(iv) Professional liability _____</p> <p>(v) Loss or damage to equipment and property _____</p>
12.	23.4	Other Measures for HIV-Aids awareness programme _____
13.	24.1(d)	The other actions requiring the employer's prior approval are [<i>specify</i>] _____
14.	26.1	Restrictions about future use of documents submitted by Service Providers [<i>specify if any</i>] _____
15.	27.1	<p>The liquidated damages rate is <i>0.1%</i> per day</p> <p>The maximum amount of liquidated damages for the whole contract is <i>0.2</i> percent of the final Contract Price.</p> <p>The percentage of the cost of having a Defect corrected to</p>

		be used for the calculation of Lack of Performance Penalty/(ies) is <i>[insert percentage]</i>
16.	28.1	Performance Security shall be valid for 10% of the contract price The amount of Performance Security, as a percentage of the Contract Price shall be <i>10% of the contract price</i>
E. Obligations of the Employer		
17.	31.1	<i>[Note: List here any assistance or exemptions that the Employer may provide under GCC 27. If there is no such assistance or exemptions, state "not applicable"]."</i>
F. Payments to the Service Provider		
18.	35.1(a)	The amount in local currency is <i>Tanzania Shillings</i>
19.	35.1(b)	The amount in foreign currency or currencies is <i>[insert amount and currency].NA</i>
20.	37.1	<p>Payments shall be made according to the following schedule:</p> <p><i>[Note: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) "commencement date" may be replaced with "date of effectiveness;" and (d) if applicable, detail further the nature of the report evidencing performance, as may be required]</i></p> <p>.</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.

		<ul style="list-style-type: none"> Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ _____(indicate milestone and/or percentage)_____ ➤ _____(indicate milestone and/or percentage)_____, and ➤ _____(indicate milestone and/or percentage)_____ <p>Should the certification not be provided, or refused in writing by the Employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. The Bank Guarantee or Insurance Bond shall be released when the total payments reach fifty (75%) percent of the lump-sum amount. <p><i>[Note: This sample clause should be specifically drafted for each contract].</i></p> <p>NA</p>
21.	38.1	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in GCC 37, and within 60 days in the case of the final payment.</p> <p><i>[Note: specify, e.g., "forty-five (45) days," and, in the case of the last payment, "sixty (60) days"]</i></p> <p>The interest rate is [rate].NA</p>

22.	39.1	<p>Price adjustment is <i>not to be applied</i> in accordance with GCC 39.</p> <p>The coefficients for adjustment of prices are [<i>The sum of the two coefficients A_c , B_c and C_c should be 1 (one) in the formula for each currency</i>].:</p> <p>(a) For local currency:</p> <p>A_L is [<i>insert value</i>]</p> <p>B_L is [<i>insert value</i>]</p> <p>C_L is [<i>insert value</i>]</p> <p>LMC and LOC are the index for Labor from [<i>insert source of Labor index</i>]</p> <p>IMC and IOC are the index for [<i>insert input</i>] from [<i>insert source</i>]</p> <p>(b) For foreign currency</p> <p>A_F is [<i>insert value</i>]</p> <p>B_F is [<i>insert value</i>]</p> <p>C_F is [<i>insert value</i>]</p> <p>LMC and Loc are the index for Labor from [<i>insert source of Labor index</i>]</p> <p>IMC and IOC are the index for [<i>insert input</i>] from [<i>insert source</i>]</p>
H. Settlement of Disputes		
23.	44.3	<p>The Adjudicator is [<i>insert name</i>].</p> <p>Who will be paid a rate of [<i>insert amount and currency</i>] per hour of work.</p> <p>The following reimbursable expenses are recognized: [<i>list</i></p>

		<p><i>expenses]</i></p> <p>The arbitration procedures of <i>[name of Institution]</i> will be used</p> <p>The designated Appointing Authority for a new Adjudicator is <i>[insert name of Authority]</i></p>
--	--	---



LOCATION

SITE PLAN

Ministry of Health Community Development, Gender,
Elderly & Children.
Building Unit
P.O. Box 743,
40478 DODOMA.

Approved by

Date _____

Description

No.

Client _____

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

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

Drawing title

AS SHOWN

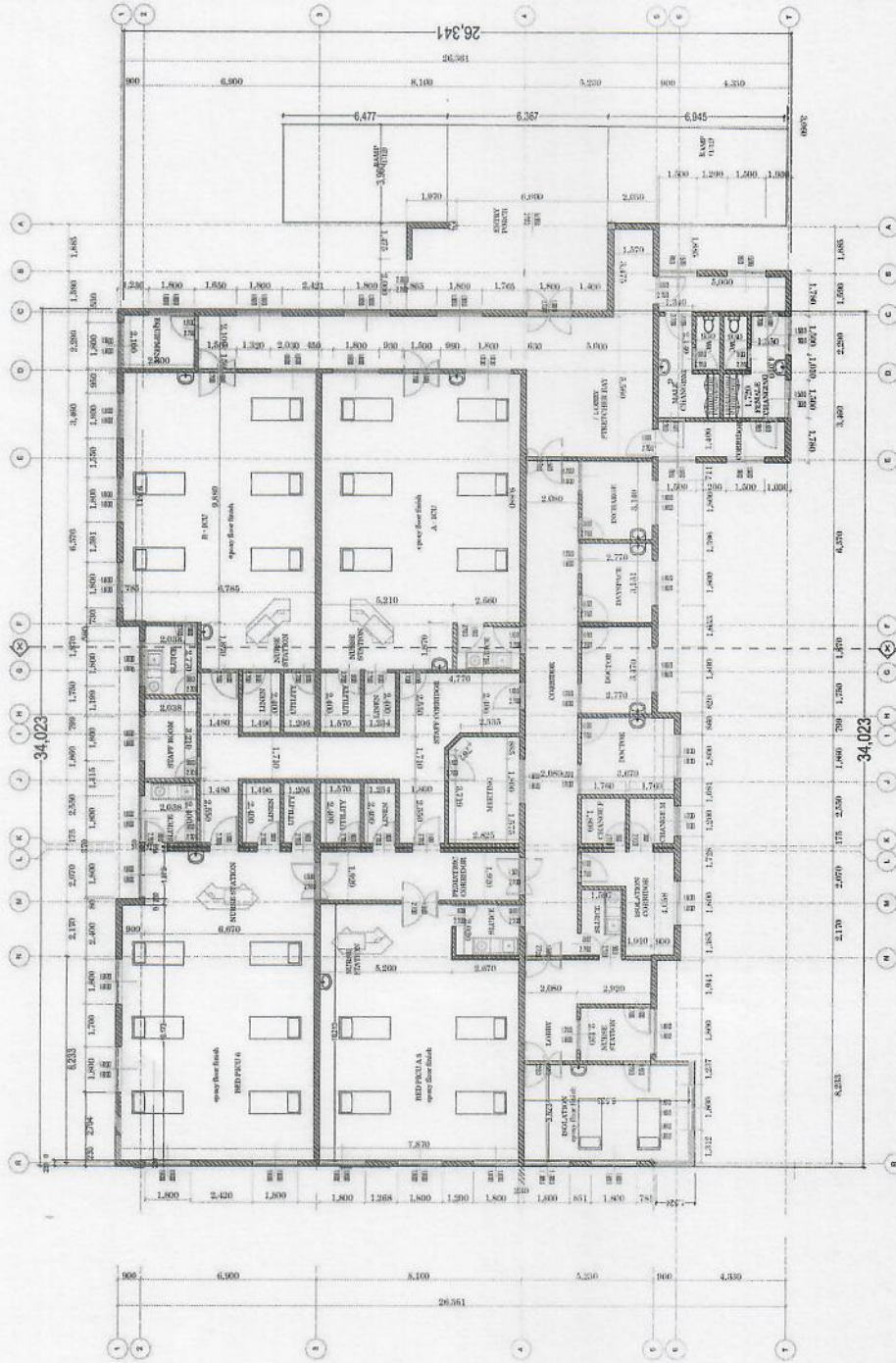
Project number

01 NOV. 2021

Ayubu P. Nasson

Architect	Scale
Arch. Paul Korosso	

scale



FLOOR PLAN

Ministry of Health Community Development, Gender,
Elderly & Children,
Building Unit
P.O. Box 743,
40478 DODOMA

Approved by

No.

Description

Date

Client

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

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

Drawing title

AS SHOWN

Project number

2021/11/01

Date

01 NOV. 2021

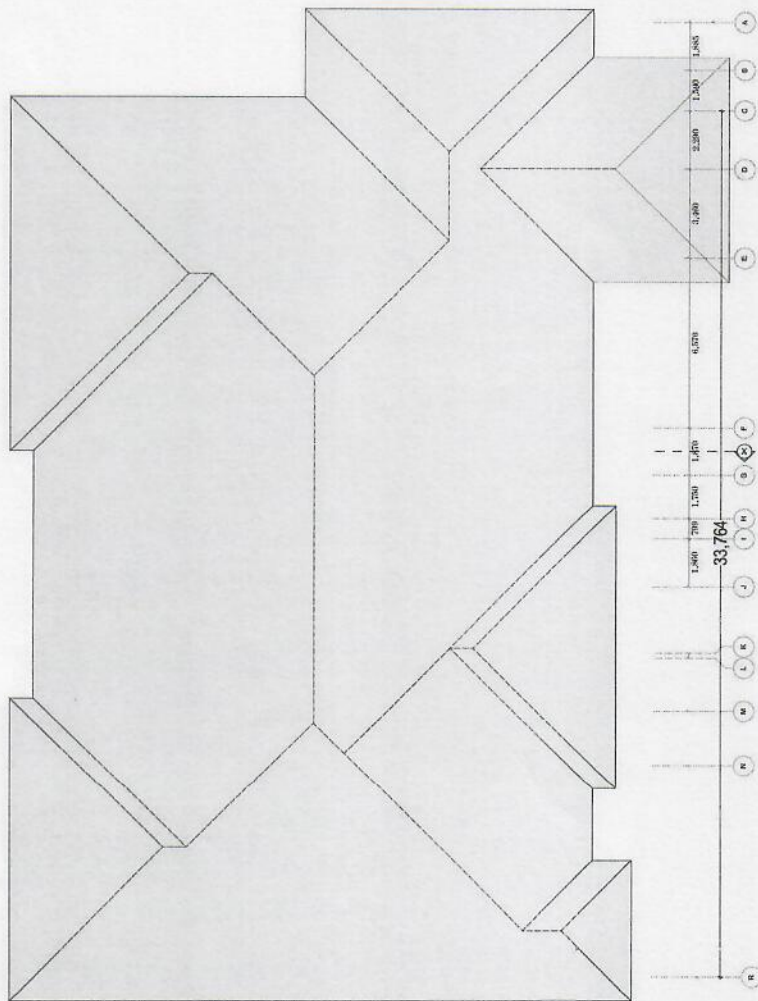
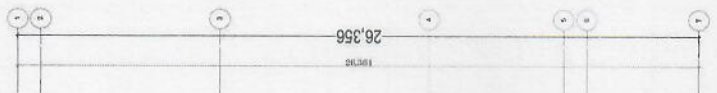
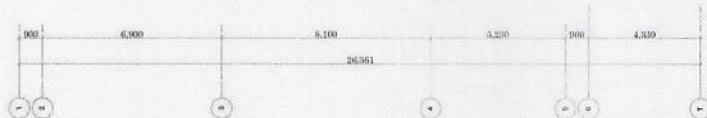
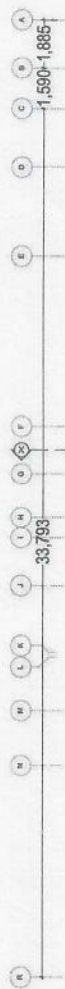
Drawn by

Ayubu P. Njasson

Checked by

Arch. Paul Korooso

Scale



Ministry of Health Community Development, Gender,
Elderly & Children.
Building Unit
P.O. Box 743
40478 DODOMA.

Approved by

No. Description

Date

Client

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

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

Drawing title

AS SHOWN

Project number

2021/11/01

Date

01 NOV. 2021

Drawn by

Ayub P. Nisison

Checked by

Arch. Paul Korosso

Scale

[illegible]

Approved by _____

Ministry of Health Community Development, Gender,
Elderly & Children.
Building Unit
P.O. Box 743,
40478 DODOMA.

Client

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

Project

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

Drawing table

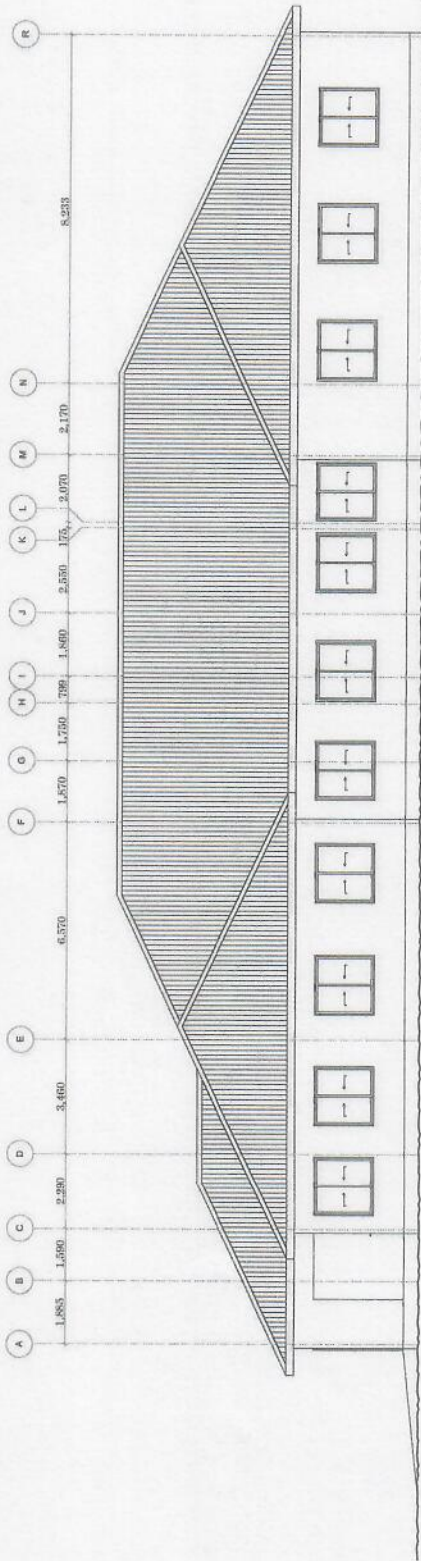
AS SHOWN

Project number	2021/11/01
----------------	------------

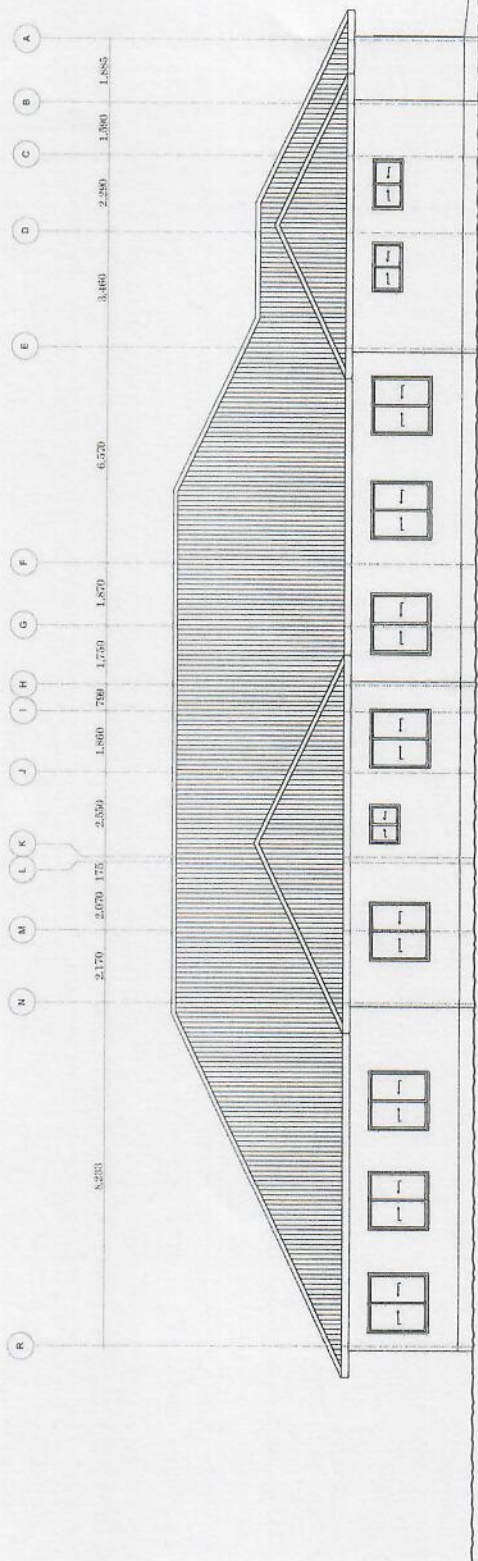
Date	01 NOV. 2021
------	--------------

Drawn by	Ayubu P. Nasson
----------	-----------------

11/01/2021



RIGHT SIDE ELEVATION



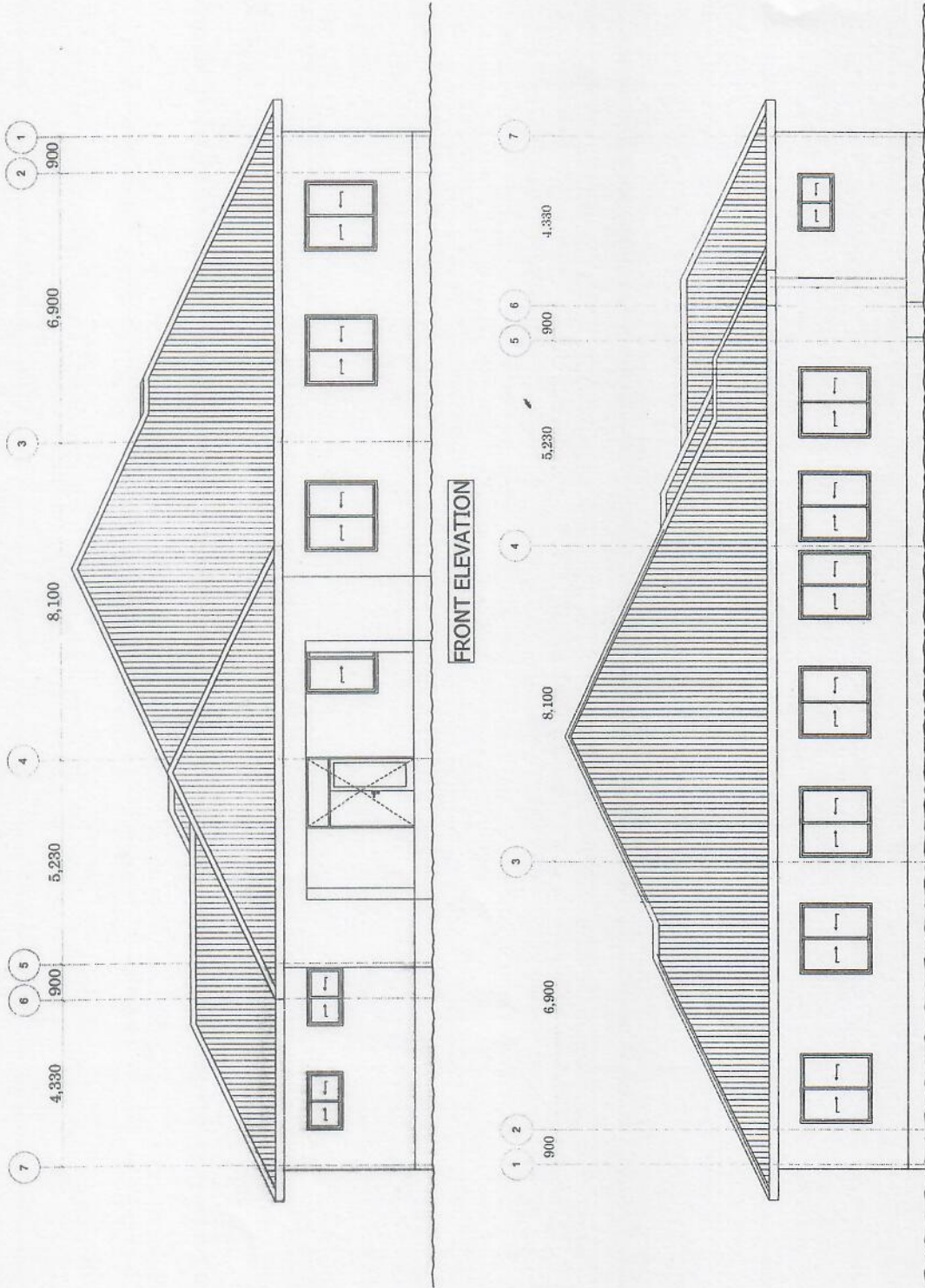
LEFT SIDE ELEVATION

Ministry of Health Community Development, Gender, Elderly & Children, Building Unit, P.O. Box 743, 40478 DODOMA.

No.	Description	Date

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

Approved by	Drawing Site	AS SHOWN
	Project number	2021/11/01
	Date	01 NOV. 2021
	Drawn by	Ayubi P Nassori
	Checked by	Arch. Paul Korosso
	Scale	



Ministry of Health Community Development, Gender, Elderly & Children, Building Unit P.O. Box 743, 40478 DODOMA.	Approved by	No.	Description	Date	Client MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN. Project PROPOSED INTENSIVE CARE UNIT (ICU) TO BE BUILT AT REGIONAL REFERRAL HOSPITALS.	Drawing title	AS SHOWN
						Project number	2021/1101
						Date	01 NOV. 2021
						Drawn by	Ayubu P. Nasson
						Checked by	Arch. Paul Korusso
						Scale	