

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

**MWANANYAMALA REGIONAL REFERRAL HOSPITAL**



**CONTRACT**

**FOR**

**PREPARE, CARVE, SUPPLY, AND FIX DOOR HARDWOOD**  
**FRAMES(MNINGA) AND WINDOWS AND DOORS GRILLS FOR ICU**

**AT**

**MWANANYAMALA REGIONAL REFERRAL HOSPITAL**

**CONTRACT NO. ME/007/MRRH/2021-2022/G/014**

**MAY, 2022**

**EMPLOYER**

MEDICAL OFFICER IN CHARGE,  
MWANANYAMALA REGIONAL REFERRAL HOSPITAL,  
P.O.BOX 61665,  
DAR ES SALAAM.

**SERVICE PROVIDER**

SELENGIA STORE  
P.O.BOX.  
DAR ES SALAAM

## Form of Agreement

### Lump-Sum Remuneration

This AGREEMENT (hereinafter called the "Contract") is made the 20<sup>th</sup> day of the month of **May, 2022**, 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, **SELENGIA STORE, P.O.BOX ....., DAR ES SALAAM** (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 Thirty-Eight Million Five Hundred Eighteen Thousand Nine Hundred Seventy-Six only (38,518,976.00);**
- (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 Zangy Benela

Signature

[Signature]

Occupation

MDIC

Date

26/05/2022

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

In the Presence of:

Name

Sponsora Kalile

Signature

[Signature]

Designation Airtel tech.

**For and on behalf of Service Provider**

Name SIGFRID J. MASHA  
Signature [Signature]  
Occupation DIRECTOR  
Date 20/05/2022



**In the Presence of:**

Name EDMUND E. LUGAKINGIRA  
Signature [Signature]  
Date 20/05/2022

## Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
<b>FRAMES</b>						
1	2,600 x 1,790	Pc	1	389,400	389,400	
2	2,600 x 1,790	Pc	1	389,400	389,400	
3	2,600 x 1,480	Pc	6	389,400	2,336,400	
4	2,600 x 1,200	Pcs	1	389,400	389,400	
5	2,600 x 1,080	Pcs	20	384,400	7,688,000	
6	2,600 x 900	Pcs	25	384,400	9,610,000	
7	1,500 x 2,500	Pcs	1	389,400	389,400	
Total Amount for Supply of Goods excluding VAT					21,187,000.00	
Add VAT					3,187,000.00	
Total Amount for Supply of Goods (including VAT)						
Goods to supplied to <i>[insert destination of goods]</i>					25,000,660.00	

# Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
<b>Supply and Fix</b>						
1.	<b>Door frames</b> Hardwood(mninga) 45mm x 150mm with tansome 45mm x 150mm, 45mm x 150mm mullions 15mm x 45mm moulded architrave and 40 x 14mm sprayed glazing beads for the door sizes below					
a.	1,500 x 2,700mm	Pcs	34	389,400	13,239,600	
b.	1,800 x 2,700mm	Pcs	1	389,400	389,400	
c.	900 x 2,700mm	Pcs	20	389,400	7,788,000	
d.	1,100 x 2,700mm	Pcs	14	389,000	5,446,000	
2.	<b>Door solid core flush doors</b> Specifications for flush doors  40mm thick solid core flush door equally divide comprising on both sides 150mm metal kick plate at the bottom 125mm metal bumpers plate at the intermediate top panel with slit having 6mm clear glass styles and rails with approved hardwood timber quality 4mm exterior quality plywood 12mm hardwood lipping glued with approved adhesive.					
a)	1,500 x 2,100mm double swing	Pcs	8	1,062,000	8,496,000	
b)	1,800mm x 2,100 double swing	Pcs	1	1,062,000	1,496,000	
c)	900 x 2,700mm	Pcs	20	531,000	10,620,000	
d)	<b>Iron Mongeries Hafele</b>					
e)	Three level mortice lock set	Pcs	43	171,100	7,357,300	

	Goods to supplied to [insert destination of goods]	
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Total Amount in TZS.(in words)	One hundred million Seven hundred sixty eight thousand two hundred eighty four shillings only.
The delivery period offered is:	7 days from date of LPO

NAME: SIGFRID JOACHIM MOSHA

DATE: 4<sup>th</sup> day of May 2022





## **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"> <li>a) The <b>Adjudicator</b> 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 <b>General Conditions of the Contract (GCC)</b> 31 hereunder.</li> <li>b) "<b>Activity Schedule</b>" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;</li> <li>c) The "<b>Arbitrator</b>" is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes</li> <li>d) "<b>Completion Date</b>" means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>e) "<b>the Contract</b>" 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;</li> <li>f) 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.</li> <li>g) <b>Days</b> are calendar days;</li> <li>h) "<b>Corrupt practice</b>" 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.</li> <li>i) "<b>coercive practice</b>" 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</li> </ul>
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		<p>corrupt practice or fraudulent practice;</p> <p>j) <b>"collusive practices"</b> 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>k) <b>"Dayworks"</b> means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;</p> <p>l) <b>"Employer"</b> means the party who employs the Service Provider and as specified in the SCC;</p> <p>m) <b>"Foreign Currency"</b> means any currency other than the currency of the country of the Employer;</p> <p>n) <b>"Force Majeure"</b> means an event which is beyond the reasonable control of a 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.</p> <p>o) <b>"fraudulent practice"</b> means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>p) <b>"GCC"</b> means these General Conditions of Contract;</p> <p>q) <b>"Government"</b> means the Government of the United Republic of Tanzania;</p> <p>r) <b>"Local Currency"</b> means the currency of the United Republic of Tanzania;</p> <p>s) <b>"Member,"</b> in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; <b>"Members"</b> means all these entities, and <b>"Member in Charge"</b> means the Entity specified in the</p>
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			<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) <b>"Party"</b> means the Employer or the Service Provider, as the case may be, and <b>"Parties"</b> means both of them;</p> <p>u) <b>"Personnel"</b> 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) <b>"Service Provider"</b> 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) <b>"Service Provider's Tender"</b> means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>x) <b>"SCC"</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>y) <b>"Specifications"</b> means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>z) <b>"Services"</b> 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) <b>"Subcontractor"</b> 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) <b>"Site"</b> means the place(s) named in SCC.</p> <p>cc) <b>"obstructive practice"</b> 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"> <li>1) Contract,</li> <li>2) Letter of Acceptance,</li> <li>3) Service Provider's Tender,</li> <li>4) Special Conditions of Contract</li> <li>5) General Conditions of Contract,</li> <li>6) Specifications,</li> <li>7) Activity Schedule</li> <li>8) Any other document listed in the SCC as forming part of the Contract.</li> </ol>
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"> <li>a) Submission of performance Security in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ol>
		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

			shall impose in respect of such waiver)he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<b>Governing Language</b>	4.1	The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Entity shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation
5.	<b>Communications</b>	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writingor in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
6.	<b>Location</b>	6.1	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
7.	<b>Authorized Representatives</b>	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
8.	<b>Subcontracting</b>	8.1	The Service Provider may subcontract with the approval of the Employer's Representative, but may not assign the Contract without the approval of the Employer in writingor in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
9.	<b>Other Service Providers</b>	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC. The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification.



10.	<b>Taxes and Duties</b>	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.
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## **B. Commencement, Completion, Modification, and Termination of Contract**

11.	<b>Effectiveness of Contract</b>	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.	<b>Commencement of Services</b>		
	<b>Program</b>	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.
	<b>Starting Date</b>	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.	<b>Intended Completion Date</b>	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.	<b>Modification</b>	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.	<b>Force Majeure</b>		
	<b>No Breach of Contract</b>	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.
	<b>Extension of Time</b>	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.
	<b>Payments</b>	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.
<b>16.</b>	<b>Termination</b>		
	<b>By the Employer</b>	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"> <li>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;</li> <li>b) if the Service Provider become insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services</li> </ul>

			<p>for a period of not less than sixty (60) days; or</p> <p>d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>e) if the Service Provider does not maintain a Performance Security in accordance with GCC 28;</p> <p>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with GCC 27.1 and the SCC.;</p> <p>g) if the Employer, in its sole discretion, decides to terminate this Contract.</p>
	<b>By the Service Provider</b>	16.2	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
	<b>Payment upon Termination</b>	16.3	<p>Upon termination of this Contract pursuant to GCC 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 33 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>



	<b>Limitation of Liability</b>	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.	<b>General</b>	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.	<b>Conflict of Interests</b>		
	<b>Service Provider not to Benefit from Commissions and Discounts</b>	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.

	<b>Service Provider and Affiliates not to be Otherwise Interested in Project</b>	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.
	<b>Prohibition of Conflicting Activities</b>	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.	<b>Confidentiality</b>	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.	<b>Insurance to be Taken out by the Service Providers</b>	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.	<b>Protection of the environment</b>	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

			values prescribed in relevant environmental laws.
22.	<b>Labour Laws</b>	22.1	The Service Provider shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
		22.2	The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.
23.	<b>Health and Safety</b>	23.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
		23.2	The Service Provider 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
		23.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
		23.4	The Service Provider shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
24.	<b>Service Providers' Actions Requiring Employer's Prior Approval</b>	24.1	<p>The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),</li> <li>(c) changing the Program of activities; and</li> </ul>



			(d) any other action that may be specified in the SCC.
25.	<b>Reporting Obligations</b>	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.	<b>Documents Prepared by the Service Providers to be the Property of the Employer</b>	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.	<b>Liquidated Damages</b>		
	<b>Payments of Liquidated Damages</b>	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.
	<b>Correction for Over-payment</b>	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.
	<b>Lack of Performance Penalty</b>	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	<b>Performance Security</b>	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.	<b>Description of Personnel</b>	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.	<b>Removal and/or Replacement of Personnel</b>	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

### **E. Obligations of the Employer**

31.	<b>Assistance and Exemptions</b>	31.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
32.	<b>Change in the Applicable Law</b>	32.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 34(a) or (b), as the case may be.
33.	<b>Services and Facilities</b>	33.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

### **F. Payments to the Service Provider**

34.	<b>Lump-Sum Remuneration</b>	34.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC 34.1, the Contract Price may only be increased above the amounts stated in GCC 33 if the Parties have agreed to additional payments in accordance with GCC 35.1.
35.	<b>Contract Price</b>	35.1	a) The price payable in local currency is set forth in the SCC. b) The price payable in foreign currency is set forth in the SCC.
36.	<b>Payment for Additional Services</b>	36.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 13, a breakdown of the lump-sum price is provided in Appendices D and E.
37.	<b>Terms and Conditions of Payment</b>	37.1	Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, advance payment shall be made against the provision by the Service Provider of a bank guarantee or insurance bond for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be

			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><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".</p> <p><math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the SCC, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> 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>



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



	<b>Settlement</b>		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.

## **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
<b>A. General Provisions</b>		
1.	1.1(a)	The Adjudicator is <i>[ insert name ] NA</i>
	1.1(b)	Activity schedule <i>See the attached</i>
	1.1(c)	The Arbitrator is <i>[insert name] NA</i>
	1.1(d)	The completion date is <b>30/06/2022</b>
	1.1(e)	The contract name is <b>Proposed Renovation of Customer Care room at Mwananyala Regional Referral Hospital.</b>
	1.1(l)	The Employer is <i>Medical Officer In charge, Mwananyamala Regional Hospital.</i>
	1.1(s)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
	1.1(v)	The Service Provider is <b>SELEGIA STORE</b>
	1.1(z)	The works to be performed by the service provider is <b>Proposed Renovation of Customer Care room</b>
2.	2.1	The law that applies to the Contract is the law 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: <b>SELENGIA STORE</b></p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
5.	7.1	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Engineer Sponsiasa Kalile Mobile No. +255 627 469 231</u></p> <p>For the Service Provider: _____</p>
<b>B. Commencement, Completion, Modification, and Termination of Contract</b>		
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>[insert date]</i> .
8.	112.2	The Starting Date for the commencement of Services is 23 <sup>rd</sup> May 2022.

9.	13.1	The Intended Completion Date is 30 <sup>th</sup> May 2022.
<b>C. Obligations of the Service Provider</b>		
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 [specify] _____
14.	26.1	Restrictions about future use of documents submitted by Service Providers [specify if any] _____ _____
15.	27.1	<p>The liquidated damages rate is 0.1% per day</p> <p>The maximum amount of liquidated damages for the whole contract is 0.2 percent of the final Contract Price.</p> <p>The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of Performance Penalty/(ies) is</p>

		[ insert percentage]
16.	28.1	<p>Performance Security shall be valid for 10% of the contract price</p> <p>The amount of Performance Security, as a percentage of the Contract Price shall be 10% of the contract price</p>
<b>E. Obligations of the Employer</b>		
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>
<b>F. Payments to the Service Provider</b>		
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> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the</li> </ul>

		<p>Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:</p> <p>➤ _____(indicate milestone and/or percentage)_____</p> <p>➤ _____(indicate milestone and/or percentage)_____, and</p> <p>➤ _____(indicate milestone and/or percentage)_____</p> <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"> <li>• 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%.</li> <li>• The Bank Guarantee or Insurance Bond shall be released when the total payments reach fifty (75%) percent of the lump-sum amount.</li> </ul> <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 <b>45 days</b> of receipt of the invoice and the relevant documents specified in GCC 37, and within <b>60 days</b> 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</i></p>

		<p>two coefficients <math>A_c</math>, <math>B_c</math> and <math>C_c</math> should be 1 (one) in the formula for each currency].:</p> <p>(a) For local currency:</p> <p><math>A_L</math> is [ insert value]</p> <p><math>B_L</math> is [ insert value]</p> <p><math>C_L</math> is [ insert value]</p> <p>LMC and LOC are the index for Labor from {insert source of Labor index}</p> <p>IMC and IOC are the index for [ insert input ] from [ insert source]</p> <p>(b) For foreign currency</p> <p><math>A_F</math> is [ insert value]</p> <p><math>B_F</math> is [ insert value]</p> <p><math>C_F</math> is [ insert value]</p> <p>LMC and Loc are the index for Labor from {insert source of Labor index}</p> <p>IMC and IOC are the index for [ insert input ] from [ insert source]</p>
<b>H. Settlement of Disputes</b>		
<b>23.</b>	<b>44.3</b>	<p>The Adjudicator is [insert name].</p> <p>Who will be paid a rate of [insert amount and currency] per hour of work.</p> <p>The following reimbursable expenses are recognized: [ list expenses]</p> <p>The arbitration procedures of [name of Institution] will be used</p> <p>The designated Appointing Authority for a new</p>



		Adjudicator is [ <i>insert name of Authority</i> ]
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