

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

**SINGIDA REGION**

Phone No. 026 2502397  
Fax No.026 2502360  
E.mail: [singidarrh@afya.go.tz](mailto:singidarrh@afya.go.tz)

**In reply please quote:**



**SINGIDA REGIONAL REFERRAL  
HOSPITAL,  
BOX 104  
SINGIDA.**

**CONTRACT DOCUMENT**

**CONTRACT NO. ME/007/SRRH/2021/2022/W/No.7**

**FOR**

**RENOVATION OF CT SCAN ROOM AND INSTALLATION OF  
ELECTRICITY AT SINGIDA REGIONAL REFERRAL HOSPITAL**

**BETWEEN**

**EMPLOYER  
SINGIDA REGIONAL REFERRAL HOSPITAL  
Phone No. 2502397  
Fax No: 2502360  
Email: [singidarrh@afya.go.tz](mailto:singidarrh@afya.go.tz)**

**CONTRACTOR  
BRACHMARK SOLUTION AND  
GENERAL SUPPLIES LTD  
P.O BOX 15459  
DAR ES SALAAM**

**APRIL, 2022**

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1. Form of Agreement;
2. Letter of Acceptance;
3. Contractor's Bid
4. Special condition of contract
5. General Conditions of Contract
6. Specifications
7. Drawings
8. Bill of quantities
9. Power of Attorney

## FORM OF AGREEMENT

This Agreement, made the.....[date] day of..... [month], 2022 between **SINGIDA REGIONAL REFERRAL HOSPITAL** (hereinafter called "the Employer") on the one part and **BRACHMARK SOLUTION AND GENERAL SUPPLIES LIMITED** (Hereinafter called "the Contractor") on the other part.

Whereas the Employer is desirous that certain works should be carried out, viz:

Renovation of CT scan Room at Singida Regional Referral Hospital and has by the **letter of Acceptance with Ref No. SRRH/E.51/01/83 Dated 5<sup>th</sup> April 2022 accepted a Bid by the Contractor for execution, and completion of such Works.**

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz: -
  1. Form of Agreement;
  2. Letter of Acceptance;
  3. Contractor's Bid
  4. Special condition of contract
  5. General Conditions of Contract
  6. Specifications
  7. Drawings
  8. Bill of quantities
  9. Power of Attorney
3. All the aforesaid documents are hereinafter referred to as 'the Contract' and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity, in all respects, with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of **Tanzanian Shillings Fifty Million, Two Hundred Nineteen Thousand, Six Hundred Seventy eight only (Tsh. 50,219,678.00) VAT exclusive** here in after referred to as the "Contract Price", at the times and in the manner prescribed by the Contract.

IN WITNESS where of, the parties hereto have set their hands and seals on the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE EMPLOYER (SINGIDA REGIONAL REFERRAL HOSPITAL)

  
.....

and

  
.....

Signature

Signature

DEO GRATIAS G. BANUBA

PATRICK MOSHA

MEDICAL OFFICER IN CHARGE

HOSPITAL HEALTH SECRETARY


Date 12/04/2022

Date 12/04/2022

Stamp

Stamp

ON BEHALF OF THE CONTRACTOR: (BRACHMARK SOLUTION AND GENERAL SUPPLIES LIMITED)

  
..... and

  
.....

Signature

Signature

Name: GODWIN MILLAMBO

Name: FRANCESCHI FAUSTINE

Occupation: BMET

Occupation: CIVIL TECH-ENG.

Date 12/04/2022

Date 12/04/2022

Stamp



**SECTION II: (LETTER OF ACCEPTANCE)**

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

SINGIDA REGION

Phone No. 026 2502397  
Fax No.026 2502360  
E.mail: singidarrh@afya.go.tz

**In reply please quote:**  
**Ref No. SRRH/E.51/01/83**



SINGIDA REGIONAL REFERRAL  
HOSPITAL,  
BOX 104  
SINGIDA.

Date: 5 April 2022

THE MANAGER,  
BRACHMARK SOLUTION AND  
GENERAL SUPPLIES LIMITED,  
P.O BOX 15459  
DAR ES SALAAM

**RE: RENOVATION OF CT SCAN ROOM AND INSTALLATION OF  
ELECTRICITY AT SINGIDA REGIONAL REFERRAL HOSPITAL**

This is to notify you that your Tender No: ME/007/SRRH/2021/2022/W/47 LOT 1 Renovation of CT scan Room and installation of electricity at Singida Regional Referral Hospital for the Amount of Tanzanian Shillings Fifty Million, Two Hundred Nineteen Thousand, Six Hundred Seventy eight only (Tsh. 50,219,678.00) VAT exclusive as corrected and modified in accordance with the instructions to invitation for tender is hereby accepted by the Singida Regional Referral Hospital.

You are required to submit a registered power of attorney during contract signing and furnish performance security which is 10% of contract price in accordance with the condition of contract by using the format specified in the tender document

You are required to sign the contract agreement in this office on 8 April, 2022 at 10:00. a.m. and start the work within 3 days after the date of contract signing.

**DEOGRATIAS G. BANUBA**  
**MEDICAL OFFICER INCHARGE**  
**SINGIDA REGIONAL REFERRAL HOSPITAL**  
**P.O.BOX 104**  
**SINGIDA**

**SECTION III: CONTRACTOR'S BID**

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**



## Special Conditions of Contract (SCC)

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. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;"><b>A. General</b></p> <p>The Employer is Medical Officer Incharge, P.O Box 104, Singida Regional Referral Hospital</p> <p>The Adjudicator is one who will be appointed by the Tanzanian Institute of Arbitrator</p> <p>The Defects Liability Period is 180 days.</p> <p>The Project Manager shall be Regional Engineer - Singida</p> <p>The Works consist of <b>Renovation of CT scan Rooma and installation of electricity at Singida Regional Referral Hospital</b></p> <p>The Start Date shall be <b>within 3 days from the date of Contract signing</b></p> <p>The Intended Completion Date for the whole of the Works shall be <b>1 Month</b></p> <p>The Site is located at <b>Mandewa ward Singida Municipal Council</b></p>
2.	2.2	Indicate whether sectional completion is specified Refer Scc 1.1
3.	2.3(10)	<p>List other documents that form part of the contract if any:</p> <p style="padding-left: 40px;">Agreement,</p> <p style="padding-left: 40px;">(2) Letter of Acceptance,</p> <p style="padding-left: 40px;">(3) Contractor's Bid,</p>

		<p>(5) General Conditions of Contract,</p> <p>(6) Specifications,</p> <p>(7) Drawings,</p> <p>(8) Bill of Quantities, and</p> <p>(9) Power of attorney</p>
4.	4.1	<p>The language of the Contract documents is English language.</p> <p>The law that applies to the Contract is the Laws of Tanzania.</p>
5	8.1	<p>Address for communication</p> <p>Employer's Medical Officer Incharge P.O Box 104 Singida</p> <p>Contractor's Brachmark Solution and General Supplies Limited, P.O BOX 15459 Dar es salaam</p>
6.	12.1	Include the Schedule of Other Contractors, if any.N/A
7.	13.1	<p>Include the Schedule of Key Personnel.</p> <p>Civil Engineer</p>
8.	17.1	<p>The minimum insurance covers shall be:</p> <p>(a) (a loss of or damage to the Works, Plant, and Materials <i>Tsh 50,000,000</i></p> <p>(b) loss of or damage to Equipment <i>Tsh Tsh 50,000,000</i></p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>Tsh 50,000,000t</i> and</p> <p>(d) Personal injury or death <i>Tsh 20,000,000</i></p>
9.	18.1	Site Investigation Reports available to the Tenderer are: N/A
	25.1	Unless otherwise state tax payment status.....
10.	26.4	<p>The other measures include:</p> <p>a. Minimizing the number of migrant workers employed on the project and household in the site camp</p> <p>b. Providing access to voluntary counseling and testing</p>

		(VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
11.	28.1	The Site Possession Date shall be within 3 days after contract signing
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within [insert number of days] days
13	31.1	Appointing Authority for the Adjudicator: Tanzanian Institute of arbitrator
14.	32.3	Arbitration will take place at <i>Singida Tanzania</i> in accordance with rules and regulations
15.	35.1	Otherwise, state [insert the responsible person for security of the site]
<b>B. Time Control</b>		
16.	36.1	The Contractor shall Submit a Programme for the Works within 28 days of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is 45 days.
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: 10% of the remaining amount of the contract price during update time
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is 180 days.
<b>D. Cost Control</b>		
20	52.7	Minimum Amount of Interim Payment Certificate will be will be 15% of the contract price
21	54.1	The currency of payment shall be Tanzanian shillings
22.	57	The contract is not subject to price adjustment.
23.	58.1	The amount of retention is 10% of value of works of Interim Payment Certificate'. Limit of retention will be 10% of contract price.

**SECTION I: FORM OF AGREEMENT**

24.	59.1	The amount of liquidated damages is 0.1 percent of contract price
		The maximum amount of liquidated damages must be equivalent to the amount of the performance security known during contract signing
25.	60.1	The bonus for early completion is N/A
26.	61.1	The amount of advance payment shall be 15 percent of the contract sum payable. N/A
		Monthly Recovery of Advance Payment shall be recovered into two certificates. N/A
27.	62.1	The Performance Security shall be a minimum amount equivalent to 10 percent of the contract price.
28	66.1	Contractor shall handover the site and the works to the Employer within within 3 days after Certificate of Completion is issued]
		<b>E. Discharge of the Contract</b>
29.	68.1	As built drawings shall be supplied by the contractor.
		Operating manual shall be supplied by the contractor by [insert date if applicable]. N/A
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: 10% of contract sum
		The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: N/A
31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is 100 days
32.	70.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 30% of the value of the completed contractor's work required to be paid during termination of contract

**SECTION V: GENERAL CONDITIONS OF CONTRACT**

## A. General

### 1. Definitions 1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 47 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 55.1.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **Special Conditions of Contract** and calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Project Manager for the

execution of the Contract.

The **Employer** is the party who employs the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **Special Conditions of Contract**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the **Special Conditions of Contract** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

The **Site** is the area defined as such in the **Special Conditions of Contract**.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the **Special Conditions of Contract**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work



in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager that varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **Special Conditions of Contract**.

Force Majeure" 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.

- 2. Interpretation**
- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the **Special Conditions of Contract**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Contractor's Bid,
  - (4) Special Conditions of Contract,
  - (5) Conditions of Contract,
  - (6) Specifications,
  - (7) Drawings,
  - (8) Bill of Quantities, and
  - (9) Power of Attorney

3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the **Special Conditions of Contract**.
4. **Confidentiality** 4.1 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.
5. **Project Manager's Decisions** 5.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
6. **Delegation** 6.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
7. **Communications** 7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
8. **Subcontracting** 8.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
9. **Other Contractors** 9.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **Special Conditions of Contract**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
10. **Personnel** 10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Special Conditions of Contract**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 10.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that

the person leaves the Site within seven days and has no further connection with the work in the Contract.

**11. Employer's and Contractor's Risks**

11.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**12. Employer's Risks**

12.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

- (a) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

12.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

**13. Contractor's Risks**

13.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

**14. Insurance**

14.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start

Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **Special Conditions of Contract** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

14.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

14.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

14.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

14.5 Both parties shall comply with any conditions of the insurance policies.

**15. Site Investigation Reports**

15.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **Special Conditions of Contract**, supplemented by any information available to the Tenderer.

**16. Queries about the Special Conditions of Contract**

16.1 The Project Manager will clarify queries on the **Special Conditions of Contract**.

**17. Contractor to Construct the Works**

17.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

**18. Commence-**

18.1 The Contractor may commence execution of the Works on

- ment and Completion**
- the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 19. Approval by the Project Manager**
- 19.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 19.2 The Contractor shall be responsible for design of Temporary Works.
- 19.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 20. Protection of the Environment**
- 20.1 The Contractors 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.
- 20.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.
- 21. Labour Laws**
- 21.2 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration and shall allow them all their legal rights.
- 21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- 22. Health and Safety**
- 22.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.

- 22.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 22.3 The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
- 22.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the **Special Conditions of Contractor** to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.
- 23. Discoveries** 23.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 24. Possession of the Site** 24.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **Special Conditions of Contract**, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
- 25. Access to the Site** 25.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 26. Instructions, Inspections and Audits** 26.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 26.2 The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania
- 27. Disputes** 27.1 If the Contractor believes that a decision taken by the Project

Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

**28. Procedure for Disputes**

28.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

28.2 The Adjudicator shall be paid by the hour at the rate specified in the **Tender Data Sheet and Special Conditions of Contract**, together with reimbursable expenses of the types specified in the **Special Conditions of Contract**, and the cost shall be divided equally between the Employer and the Contractor, 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.

28.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the **Special Conditions of Contract**.<sup>1</sup>

**29. Replacement of Adjudicator**

29.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **Special Conditions of Contract** at the request of either party, within 14 days of receipt of such request.

**B. Time Control**

- 30. Programme**
- 30.1 Within the time stated in the **Special Conditions of Contract**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 30.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **Special Conditions of Contract**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the **Special Conditions of Contract** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 30.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events
- 31. Extension of the Intended Completion Date**
- 31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.



- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

- 36. Identifying Defects** 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **Special Conditions of Contract**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 38.3 If the Contractor 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 Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 49.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

#### D. Cost Control

- 40. Bill of Quantities** 40.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 40.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 41. Changes in the Quantities** 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate

to allow for the change.

41.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

41.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

#### **42. Variations**

42.1 All Variations shall be included in updated Programmes produced by the Contractor.

#### **43. Payments for Variations**

43.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

43.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

43.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

43.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

43.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

#### **44. Cash Flow Forecasts**

44.1 When the Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different

currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**45. Payment  
Certificates**

- 45.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 45.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty-eight 28 days of receipt of the certificate from the contractor.
- 45.3 The value of work executed shall be determined by the Project Manager.
- 45.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 45.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 45.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 45.7 The Project Manager shall not bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the **Special Condition of Contract**.

**46. Payments**

- 46.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the **Special Conditions of Contract**.
- 46.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

46.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

46.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

47.  
**Compensation  
Events**

47.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the **Special Conditions of Contract**.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.

- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

47.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

47.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

47.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

**48. Taxes**

48.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.

**49. Currencies**

49.1 Where payments are made in currencies other than the Tanzania Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

**50. Price Adjustment**

50.1 The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, shall be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.

50.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or

other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

50.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

$$P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + \text{etc.}$$

where;

$P_n$  is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

$a$  is a constant, specified in the Appendix to Bid, representing the nonadjustable portion in contractual payments;

$b, c, d, \text{etc.}$ , are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Bid; the sum of  $a, b, c, d, \text{etc.}$ , shall be one;

$L_n, M_n, E_n, \text{etc.}$ , are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "n," determined pursuant to Sub-Clause 50.5, applicable to each cost element; and

$L_o, M_o, E_o, \text{etc.}$ , are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 50.5

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.

$$F = P_n x P_c$$

where;

The effective value  $P_c$  of work done which is to be subjected to increase or decrease shall be the difference between:

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
  - any amount for payment or repayment of any advance payment;
  - any amount for materials on site (if any);
  - any amounts for nominated sub-contractors (if any)
  - any amounts for any other items based on actual cost or current prices; or
  - any sums for increase or decreases in the Contract Price paid under this Sub-Clause

and

- (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

50.4 The sources of indices shall be those listed in the **Appendix to Bid**, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the **Appendix to Bid**, which shall be subject to approval by the Engineer.

50.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

50.6 If the Contractor fails to complete the Works within the time for completion prescribed under Clause 58 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 28, the above provision shall apply only to



adjustments made after the expiry of such extension of time.

50.7 The weightings for each of the factors of cost given in the **Appendix to Bid** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 43 or for any other reason.

#### **51. Retention**

51.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **Special Conditions of Contract** until Completion of the whole of the Works.

51.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

51.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

#### **52. Liquidated Damages**

52.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **Special Conditions of Contract** 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 **Special Conditions of Contract**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

52.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 46.1.

52.3 If the Contractor has not corrected a defects within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.

#### **53. Bonus**

53.1 The Contractor shall be paid a Bonus calculated at the rate per

calendar day stated in the **Special Conditions of Contract** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

**54. Advance Payment**

- 54.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **Special Conditions of Contract** by the date stated in the **Special Conditions of Contract**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 54.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 54.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

**55. Performance Securities**

- 55.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

**56. Dayworks**

- 56.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for

additional work to be paid for in that way.

56.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

56.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

**57. Cost of Repairs**

57.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

**58. Completion Certificate**

58.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

**59. Taking Over**

59.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

**60. Final Account**

60.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

**61. Operating and Maintenance Manuals**

60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Special Conditions of Contract**.

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Special Conditions of Contract**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **Special Conditions of Contract** from payments

due to the Contractor.

## 62. Termination

62.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **Special Conditions of Contract**.
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the

execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

62.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

62.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**63. Payment  
upon  
Termination**

63.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **Special Conditions of Contract**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

63.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**64. Property**

64.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**65. Release from  
Performance**

65.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before

receiving it and for any work carried out afterwards to which a commitment was made.

**66. Suspension of Financing**

66.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice.

**SECTION VI: SPECIFICATIONS**

**SECTION VII: DRAWINGS**



# RENOVATION OF ~~OFFICE~~ ROOM

No	ACTIVITY	AMOUNT
A	DEMOLISHING WORKS	467,000/=
B	ELEMENT 1	2,565,500/=
C	ELEMENT 2	2,013,600/=
D	ELEMENT 3	12,270,000/=
E	ELEMENT 4	
F	ELEMENT 5	12,584,800/=
G	ELEMENT 6	6,950,000/=
	Sub Total -1	
	CONTINGENCY (2%)	672,778/=
	TOTAL	37,520,678/=
	18% VAT	N/A
	<b>GRAND TOTAL</b>	<b>37,520,678/=</b>



AR

## RENOVATION OF CT SCAN ROOM

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Carefully pull down to ground a 150mm thick wall, length 2000mm and 3100mm high	LS			90,000/=
B	Carefully pull down part of wall to create a door opening with size 1600mm x 2100mm	LS			50,000/=
C	Carefully pull down to ground a 150mm thick wall length 2600mm and 2500mm high	LS			100,000/=
D	Demolish existing floor 4,130mmx1300mm	5.4	M <sup>2</sup>	5,000/=	27,000/=
E	Carefully cut oversite concrete to lay PVC pipe and WC asian type with masonry works connected to drynage system works	LS			200,000/=
	<b>TOTAL</b>				<b>467,000/=</b>

# RENOVATION OF CT SCAN ROOM

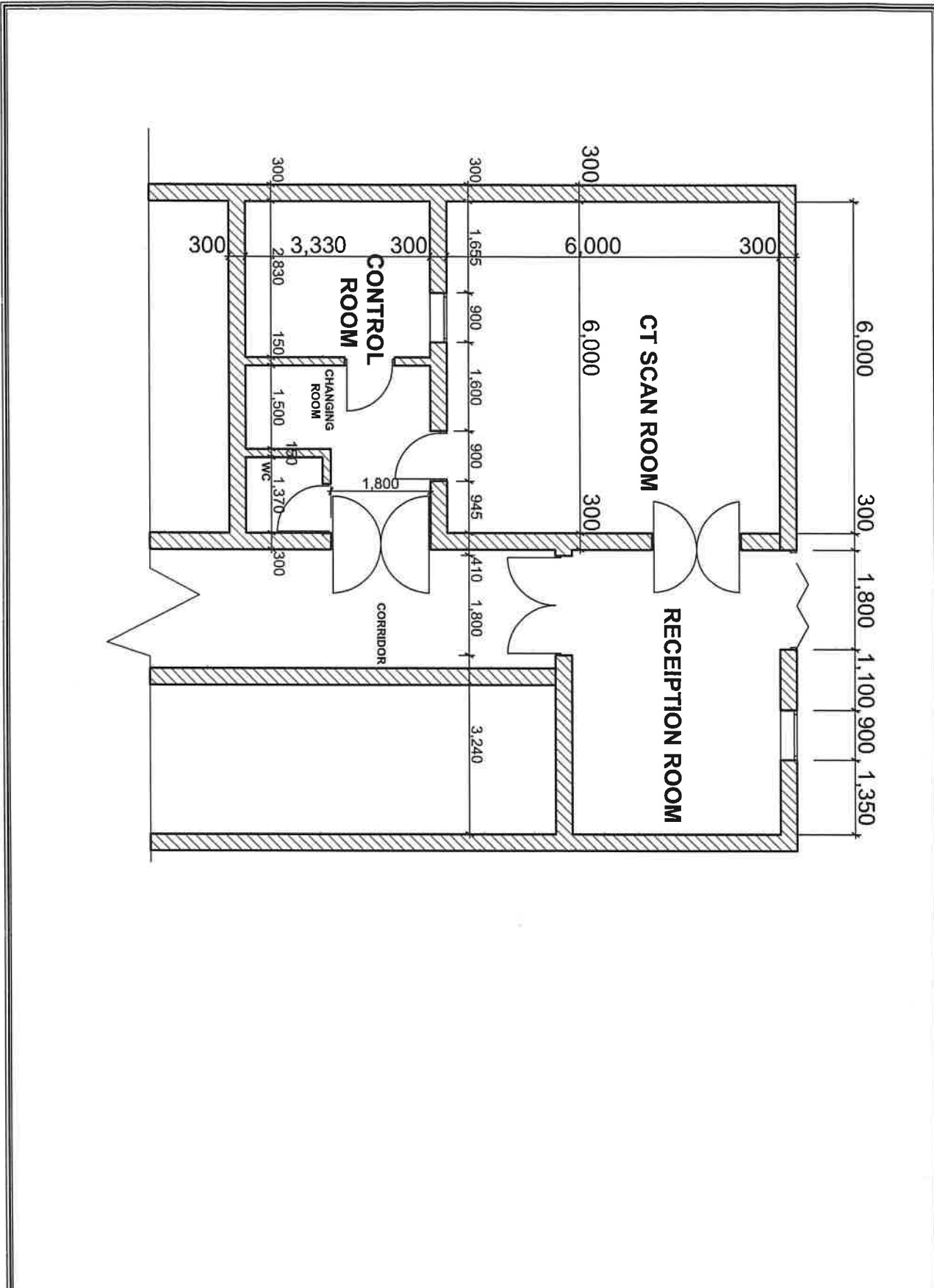
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT No. 1 Construction				
	WALLS				
A	Floor surface and wall surface preparation to receive 300mm Block work	1.5	M <sup>2</sup>	9,000/=	13,500/=
B	Block work 300mm thick for Closing the gap between control room and CT Scan room	6	M <sup>2</sup>	88,000/=	528,000/=
C	Block work 300mm thick wall to close 1600x 2100mm opening and 400mmx 1600mm upper vent of the former door	6	M <sup>2</sup>	88,000/=	528,000/=
D	150 mm thick walls for partitioning at control room, toilets and changing rooms	16	M <sup>2</sup>	40,000/=	640,000/=
E	<b>Concrete works</b> Prepare and cast reinforced concrete Grade 20 for lintel, to be vibrated to remove air pockets and maximize density, cure it for 28 days to attain designed strength (mix ratio 1:2:4)	1	M3	280,000/=	280,000/=
F	<b>Reinforcements</b> Doubly reinforced beams BS 4461: 1969 including bends Hocks, Tying Wires and Spacer blocks mild steel 16mm diameter bar	70	Kg	3,800/=	266,000/=
	DITTO mild steel 8mm diameter for links spaced at 200mm center to center	30	Kg	3,800/=	114,000/=
G	Formwork				

	Marine board formwork complete with timber support to vertical sides, props and beam bottoms and beam bottom stopers.	7	M <sup>2</sup>	28,000/=	196,000/=
	<b>SUMMARY ELEMENT No 1</b>				2,565,500/=
ITEM	DESCRIPTION	QTY	UNIT		
	<b>ELEMENT No. 2 Finishings</b>				
A	Plastering to new constructed walls Prepare and apply to walls 12mm thick cement & sand plaster mix ratio 1:3 to be woodern floutedsteel troweled	10.2	M <sup>2</sup>	13,000/=	132,600/=
B	Prepare and Apply one under coat and two full coats of washable paints on : i: internal plastered walls ii :Ceiling (Emulsion Paint)	170 28	M <sup>2</sup> M <sup>2</sup>	9,500/= 9,500/=	1,615,000/= 268,000/=
	<b>ELEMENT No 2 CARRIED TO SUMMARY</b>				2,013,600/=
ITEM	DESCRIPTION	QTY	UNIT		
	<b>ELEMENT No 3: DOORS</b>				
	DITTO				
	Fixing its frame on walls including all masonry works connected with frame fixing	1	NOS	470,000/=	470,000/=
B	Supply and fix flush door 900mm x 2100mm complete with its frame	1	NOS	3,900,000/=	3,900,000/=

C	IRON MONGERY				
	i: Supply and Fix Brass Hinges to Door				
	Shutters	1	PAIR	40,000/=	40,000/=
	ii: Supply and Fix Mortice Locks				
	UK (Union) OR Any Other Equal and				
	Approved by Engineer	1	NOS	130,000/=	130,000/=
E	Supply and fix steel sliding door with				
	Rays proofing lead plate complete with				
	hinges and locks	1	NOS'	7,730,000/=	7,730,000/=
	<b>SUMMARY ELEMENT No 3</b>				12,270,000/=
	<b>ELEMENT No 5 : WINDOWS</b>				
	GLASS WORK				
A	Supply and fix lead glass to the patient				
	viewing window (1000mm x12000)				
	opening fixed with lead glass not less				
	than 1mm thick pannels to protect				
	Rays or other size approved by the				
	Tanzania Atomic Energy Commission	0.77	#REF!	16,340,000/=	12,581,800/=
	DITTO				
	<b>SUMMARY ELEMENT No 5</b>				12,581,800/=
	<b>ELEMENT No 6: AIR CONDITIONING</b>				
	Supply and fix AC , 18BTU wall mounted	1	NOS	3,700,000/=	3,700,000/=
	complete with out door air cooled				
	condensing unit				
	DITTO				

12 BTU wall mounted	1	NOS	3,250,000/=	3,250,000/=
			TOTAL	6,950,000/=





Notes:  
All dimensions are in millimeters

Revisions:	
No.	Description

Job Title:  
PROJECT MANAGER  
PROJECT NO. 12345  
DATE: 10/2021  
DRAWING NO. 01

Drawn by:  
SHEILA V.N  
PHONE: +91 98 908 908

Drawing Title:  
PROJECT NO. 12345

Scale:  
1:100  
Date:  
10/2021

Checked By:  
Job No. 01  
Drawing No. 01



**SECTION VIII: BILL OF QUANTITIES**