



**JAMHURI YA MUUNGANO WA TANZANIA**  
**WIZARA YA AFYA**  
**HOSPITALI YA RUFAA YA MKOA TEMEKE**  
Email: [temekerh@afya.go.tz](mailto:temekerh@afya.go.tz) , S.L.P 45232 Dar es Salaam



This Agreement, made the Wednesday day of **April, 13<sup>th</sup> 2022** between ,  
**TEMEKE REGIONAL REFERRAL HOSPITAL of P.O BOX 45232 DAR -ES-**  
**SALAAM** (Hereinafter called "the Employer") on the one part and **MENTOR**  
**CONSTRUCTION COMPANY LIMITED, P.O. BOX 110178, of DAR -ES-**  
**SALAAM** (hereinafter called "the Supplier") on the other part.

Whereas the Employer is desirous that certain service should be carried out,  
viz: for supply of **BUILDING MATERIALS FOR CT SCAN & DIGITAL X-RAY**  
**BUILDING** and has by the letter of Acceptance **REF: ME/007/G/2021-**  
**2022/033** dated **24<sup>th</sup> March, 2022** accepted a Quotation by the Supplier for  
execution, and completion of such Works for a period of sixty (60) days.

**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: -
  - i. Form of Agreement;
  - ii. Letter of Acceptance;
  - iii. Quotation Submission Form
  - iv. Schedule of requirements and prices.
  - v. Negotiation Minutes
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.

In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with

the Employer to execute and complete the works in conformity, in all respects, with the provisions of the Contract.

The Employer hereby covenants to pay the Supplier in consideration of the execution and completion of the works, the sum of **Tshs.290,481,809.50 (Two ninety million four hundred eight one thousand eight hundred nine and fifty cent only) VAT Inclusive** hereinafter referred to as the "Contract Price", at the times and in the manner prescribed on minutes for negotiation dated 12<sup>th</sup>April, 2022.

*[Handwritten signature]*

*[Handwritten signature]*

IN WITNESS WHERE OF, the parties have executed this Agreement by their respective authorized representatives on the day and year herein above stated.

**SIGNED and DELIVERED** by )  
**DR. JOSEPH G. KIMARO** )  
DIRECTOR, TEMEKE REGIONAL REFERRAL HOSPITAL

Dated this 13<sup>th</sup> day of April 2022



In the presence of: )  
**FADHILI LAKTAYA** )  
Address: P.O BOX 45232, )  
DAR-ES-SALAAM )  
Designation: HOSPITAL ACCOUNTANT

A handwritten signature in black ink, appearing to read "Fadhili Laktaya".

**SIGNED and DELIVERED** by  
**MENTOR CONSTRUCTION COMPANY LIMITED**

NAME: Eng. Godfrey M. M. )  
Authorized representative of the )  
SUPPLIER )



**In the presence of:**  
**Name:** Qs. SUNDAY MASOGO )  
**Designation:** QUANTITY SURVEYOR )

**SEALED** with Common Seal of the Said )

**MENTOR CONSTRUCTION COMPANY LIMITED**

in the presence of  
on) 13<sup>th</sup> Day of APRIL 2022

A handwritten signature in black ink, appearing to read "Qs. Sunday Masogo".

2nd

# BIDDING DOCUMENT

**QUOTATION FOR THE PROPOSED CONSTRUCTION OF RADIOLOGY BLOCK TENDER No.  
ME/007/2021-2022/TMK/TRRH/G/LOT 13**

Employer:  
Hospital Director,  
Temeke Regional Referral Hospital,  
Dar Es Salaam.

Contractor:  
Mentor Construction Company Ltd  
P.O.Box 110178  
DAR ES SALAAM.

**MARCH, 2022**

*[Handwritten mark]*



# MENTOR CONSTRUCTION COMPANY LIMITED

P.O. BOX 110178, Tel: 022 2807512, Fax: 022 2807718, Cell: 0715 324377, DAR ES SALAAM

Our ref: MCC/TRRH/02/22

your ref:

Date: **March 30<sup>th</sup>, 2022**

Secretary of Tender Committee  
Temeke Regional Referral Hospital,  
Dar Es Salaam

RE: QUOTATION FOR THE PROPOSED CONSTRUCTION OF RADIOLOGY BLOCK TENDER  
No. ME/007/2021-2022/TMK/TRRH/G/LOT 13

Sub: SUBMISSION OF A QUOTATION FOR BUILDING MATERIALS

Kindly, find the attached herewith the bidding document for the said works above.  
With this bid there is:

1. Priced Bills of quantities for the main works amounting to **TZS: 246,171,025** (VAT Exclusive)
2. Schedule of works for the project at **60 Calendar Days**

Yours truly,  
**Mentor Construction Company Ltd.**

**Eng. Mlay, G.S.**  
**MANAGING DIRECTOR**

TANZANIA



## Certificate of Incorporation

Section 15

No **78396**

I HEREBY CERTIFY THAT

**MENTOR CONSTRUCTION COMPANY LIMITED ==**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam  
this **6TH** day of **SEPTEMBER**

**TWO THOUSAND AND TEN**

A handwritten signature in blue ink, appearing to read 'Ritacele', written over a horizontal line.

Asst. Registrar of Companies



# MENTOR CONSTRUCTION COMPANY LIMITED

P.O. BOX 110178, Tel: 022 2807512, Fax: 022 2807718, Cell: 0715 324377, DAR ES SALAAM

Bdx  
DSM  
CI: 78396 of  
6<sup>th</sup> 9. 2010

2110/43004/22



TFN. 226  
(Rev. 2006)

JAMHURI YA MUUNGANO WA TANZANIA

PLD: 201900803303

BID: 17904

## LESENI YA BIASHARA

**B 3843004**

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka  
1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

\*Futa isiyotakiwa.

1. Ofisi iliyotolewa MANISPAA YA ILALA
2. Nambari ya Ushuru wa mapato III-127-204
3. Leseni imetolewa kwa MENTOR CONSTRUCTION COMPANY LIMITED  
kuendesha biashara ya BUILDING CONTRACTOR CLASS FOUR  
katika Wilaya/Kanda\* ya ILALA Mtaa MAGENGENI
4. Ni ya Shina/Tawi\*  
Ada Sh. 650,000/= Nambari ya Stakabadhi 500269  
ya tarehe 19.7.2021
5. Mpya inaendeleza\* muda wa Leseni Na. 3489812  
ya tarehe 15/7/2020

(ii) Muda wa leseni hii utaiisha 30 Juni 2022

Tarehe 26/7/2021

Sabiti wa Mhuzuri wa Mtaa Leseni



# MENTOR CONSTRUCTION COMPANY LIMITED

P.O. BOX 110178, Tel: 022 2807512, Fax: 022 2807718, Cell: 0715 324377, DAR ES SALAAM

Box 110178  
DSM  
CT: 78396 of  
6<sup>th</sup> 9.2010

HW/43003/22

TFN. 226  
(Rev. 2/96)

JAMHURI YA MUUNGANO WA TANZANIA  
PID: 201900863303  
BID: 17906

## LESENI YA BIASHARA

**B 3843003**

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka 1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)


\*Futa isiyotakiwa.

- Ofisi iliyotolewa MANISPAA YA ILALA
- Nambari ya Ushuru wa mapato 111-127-204
- Leseni imetolewa kwa MENTOR CONSTRUCTION COMPANY LIMITED  
kuendesha biashara ya CIVIL WORKS CONTRACTOR CLASS SIX  
katika Wilaya/Kanda\* ya ILALA Mtaa MAGENGENI
- Ni ya Shina/Tawi\*  
Ada Sh. 400,000/- Nambari ya Stakabadhi 500272  
ya tarehe 19.7.2021
- Mpya inaendeleza\* muda wa Leseni Na. 3489811  
ya tarehe 15.7.2021  
(ii) Muda wa leseni hii atakama 30 Juni 20 22

Tarehe 26/7/2021

0767 324377 Sahihi na Muhuri wa Mtaaji Leseni

GP-Dsm







No. 5363

CONTRACTORS REGISTRATION BOARD  
**CERTIFICATE OF REGISTRATION**

This is to Certify that

*Mentor Construction Company Limited*

is registered as

**BUILDING CONTRACTOR**

**Class Four**

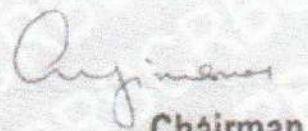
Registration No. **B4/0485/08/2014** Category **Local**

In accordance with the provisions of The Contractors Registration  
Act No. 17 of 1997

In witness whereof the common seal has been affixed

hereto on this **26th** day of **August, 2014**

  
Registrar

  
Chairman



This certificate is held subject to the By-laws made under the Act

CTIN: 0931017



## TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION  
FOR  
TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

### THIS IS TO CERTIFY THAT

**MENTOR CONSTRUCTION COMPANY LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**111-127-204**

WITH EFFECT FROM: **03 November 2010**

TRA LOCATION: **KINONDONI**

TAX OFFICE: **KINONDONI**

PHYSICAL LOCATION: **PLOT No. 151 BLOCK No. C**

STREET / AREA: **TABATA LIWITI-CRDB BANK**

ELIJAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



# TANZANIA REVENUE AUTHORITY

## Certificate of Registration for Value Added Tax (VAT)

(ISSUED UNDER SECTION 20 OF THE VALUE ADDED TAX ACT NO. 24 OF 1997)

THIS IS TO CERTIFY THAT  
MENTOR CONSTRUCTION COMPANY LIMITED

WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS

111-127-204

HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)

AND ASSIGNED VAT REGISTRATION NUMBER (VRN)

40-008752-N

FOR BUSINESS LOCATED AT KIPATA/SIKUKUU 7  
DAR ES SALAAM

WITH EFFECT FROM 01 April 2011

GIVEN UNDER MY HAND

THIS 1st DAY OF April 2011

P. N. Kassera  
COMMISSIONER FOR VAT



P



**JAMHURI YA MUUNGANO WA TANZANIA**

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO  
HOSPITALI YA RUFAA YA MKOA YA TEMEKE

Barnaqene: temeketh@afya.go.tz, S.L.P 45232 Dar es Salaam, Simu 0222856007



Date: 25/03/2022

Quotation No: ME/007/2021-2021TMKTRRH/G/LOT 13

For

**SUPPLY OF BUILDING MATERIALS**

## Table of Contents

Sec.	
	Preface..... i
	Abbreviations and Acronyms ..... iii
	Invitation for Quotations ..... I
	Schedule of Requirements and Prices ..... II
	Instructions to Tenderers..... III
	Technical Specifications..... IV
	Local Purchase Order (LPO) ..... V
	General Conditions of Contract ..... VI
	Forms ..... VII
	Integrity ..... VII

## ABBREVIATIONS AND ACRONYMS

<b>GCC</b>	General Conditions of Contract
<b>ICT</b>	International Competitive Tendering
<b>IFQ</b>	Invitation for Quotation
<b>NCT</b>	National Competitive Tendering
<b>PE</b>	Procuring Entity
<b>PPA 2011</b>	Public Procurement Act No. 7 of 2011
<b>SRP</b>	Schedule of Requirement and Prices
<b>SIFQ</b>	Standard Invitation for Quotation
<b>TIN</b>	Tax Identification Number
<b>VAT</b>	Value Added Tax

8

SECTION I: INVITATION FOR QUOTATIONS

2

# INVITATION FOR QUOTATIONS

Date: 25/03/2022

To:

.....  
.....  
.....

1. The Temeke regional referral hospital has set aside funds from its IMF COVID FUND income for **BUILDING MATERIALS** during financial year **2021/2022**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for which this invitation for quotation is issued.
2. You are hereby invited to submit your price quotation for providing the services as described in the Schedule of Requirements and Prices attached as **Appendix A**.
3. All quotations in one original, properly filled in, and enclosed in plain envelopes marked **SUPPLY OF BUILDING MATERIALS** must be delivered to the MEDICAL OFFICER INCHARGE, TEMEKE REGIONAL REFERRAL HOSPITAL, P.O.BOX 45232 DSM and deposited in the bid box.
4. Deadline for submission will be on **FRIDAY 01 APRIL, 2022** at **10.00am**. Quotations will be opened promptly thereafter on line.
5. The Bidder may apply either one (1) Lot or two Lots and may also be awarded one Lot (1) or both two Lots.

Dr. Joseph Kimaro  
HOSPITAL DIRECTOR  
TEMEKE REGIONAL REFERRAL HOSPITAL





**SECTION II: SCHEDULE OF REQUIREMENTS AND PRICES**

A

## Schedule of Requirements and Prices

Item	Description of Goods	Unit	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
1	<b>ELEMENT NR 1: SUBSTRUCTURE</b>					
	Earth filling					
	Sand (14 tonne per 4m <sup>3</sup> )	TRIP	6	220.000	1,320.000	
	Stones (7 tonnes lorry approximate 4.0m <sup>3</sup> )	TRIP	4	480.000	1,920.000	
	Soil sterilization					
	Aldrin 0.5 solution	LTR	8	4.500	36.000	
	Dump proof membrane					
	230mm wide gauge 500	ROLL	3	180.000	540.000	
	Concrete work					
	foundation					
	Cement 42.5R	BAG	232	17.000	3,944.000	
	Sand	1m <sup>3</sup>	15	36.000	540.000	
	Aggregates	1m <sup>3</sup>	19	120.000	2,280.000	
	step					
	Cement 42.5R	BAG	8	17.000	136.000	
	Sand	1m <sup>3</sup>	1	36.000	36.000	
	Aggregates	1m <sup>3</sup>	1	120.000	120.000	
	Reinforced in-situ concrete grade '20' vibrated					
	Column bases					
	Cement 42.5R	BAG	45	17.000	765.000	
	Sand	1m <sup>3</sup>	4	36.000	144.000	
	Aggregates	1m <sup>3</sup>	6	120.000	720.000	
	Column beam					
	Cement 42.5R	BAG	98	17.000	1,666.000	
	Sand	1m <sup>3</sup>	10	36.000	360.000	
	Aggregates	1m <sup>3</sup>	12	120.000	1,440.000	
	Reinforced High tensile					
	8mm Diameter reinforcement links for ground	PC	74	16.000	1,184.000	
	12mm Diameter reinforcement- ground beam	PC	55	34.000	1,870.000	
	16mm Diameter reinforcement-column bases	PC	14	58.730	822.220	
	Form work					
	To vertical side of column bases					
	1" x 8" x 3m soft wood timber	PC	13	12.000	156.000	
	To vertical side of ground beam					
	1" x 8" x 3m soft wood timber	PC	166	12.000	1,992.000	
	Block work					
	Solid concrete blocks with strength of 5.5k N/M bedded and jointed in cement and sand mortar					
	230mm wall					
	Block	PC	1852	2.400	4,444.800	
	Mortar					
	10mm thick joint (1:3) to foundation walling					
	Cement 42.5R	BAG	35	17.000	595.000	
	Sand	1m <sup>3</sup>	2	36.000	72.000	
	Damp proof coarse					
	230mm thick of hessian based bitumen felt	Roll	1	180.000	180.000	

A



2	<b>ELEMENT NR 2: FRAME STRUCTURE</b>				
	Concrete work				
	Reinforced concrete grade "25" including vibrating around reinforcement				
	Column				
	Cement 42.5R	BAG	15	17,000	255,000
	Sand	1m <sup>3</sup>	1	36,000	36,000
	Aggregates	1m <sup>3</sup>	1	120,000	120,000
	Ring beam				
	Cement 42.5R	BAG	100	17,000	1,700,000
	Sand	1m <sup>3</sup>	6	36,000	216,000
	Aggregates	1m <sup>3</sup>	8	120,000	960,000
	Floor bed plain concrete				
	Cement 42.5R	BAG	245	17,000	4,165,000
	Sand	1m <sup>3</sup>	15	36,000	540,000
	Aggregates	1m <sup>3</sup>	19	120,000	2,280,000
	Reinforcement : Bar bs4461: cold worked high yield steel: Straight or bent in any location				
	8mm Diameter reinforcement links for ground	PC	88	16,000	1,408,000
	12mm Diameter reinforcement- ground beam	PC	32	58,730	1,174,600
	16mm Diameter reinforcement-column bases	PC	20	34,000	1,080,000
	Form work				
	To vertical side of column bases				
	1" x 8" x 3m soft wood timber	PC	51	12,000	612,000
	2" x 4" x 3m soft wood timber	PC	13	12,000	156,000
	Props	PC	27	8,000	216,000
	To side and soffits of horizontal beam				
	1" x 8" x 3m soft wood timber	PC	228	12,000	2,736,000
	2" x 4" x 3m soft wood timber	PC	57	12,000	684,000
	Props	PC	115	8,000	920,000
	Reinforced concrete grade "25" including vibrating around reinforcement				
	Slab - Flat Roof				
	Cement 42.5R	BAG	415	17,000	7,055,000
	Sand	1m <sup>3</sup>	33	36,000	1,188,000
	Aggregates	1m <sup>3</sup>	29	120,000	3,480,000
	Reinforcement : Bar bs4461: cold worked high yield steel: Straight or bent in any location				
	12mm Diameter reinforcement- slab flat roof	PC	480	34,000	16,320,000
	Form work				
	To bottom side of slab				
	2.4m. x 2.4m. marine board.	PC	51	48,000	2,473,000
3	<b>ELEMENT NR 3: WALLING</b>				
	Block work				
	Solid concrete blocks with strength of 5.5k N/M2 bedded and jointed in cement and sand mortar				
	150mm wall				
	Block	PC	4886	2,400	11,726,400
	Mortar				
	10mm thick joint (1:3) to foundation walling				

R



	Cement 42.5R	BAG	82	17.000	1,394.000
	Sand	1m <sup>3</sup>	6	36.000	216.000
	<b>230mm wall</b>				
	Block	PC	6,470	2.400	15,528.000
	Mortar				
	10mm thick joint (1:3) to foundation walling				
	Cement 42.5R	BAG	6	17.000	102.000
	Sand	1m <sup>3</sup>	1	36.000	36.000
<b>4</b>	<b>ELEMENT NR 4: ROOFING</b>				
	<b>FLAT ROOF SLAB</b>				
	Cement and sand (1:4) screed mixed with KIM admixture 2% by weight of cement; steel trowelled smooth				
	Slab screed				
	Cement 42.5R	BAG	415	17.000	7,055.000
	Sand	1m <sup>3</sup>	33	36.000	1,188.000
	<b>Water proof</b>				
	Three layers roofing felt materials as approved by the engineer complete in all aspect	M <sup>2</sup>	290	25.000	7,250.000
	<b>Parapet wall</b>				
	230mm to parapet wall	M <sup>2</sup>	242	25.000	6,050.000
<b>5</b>	<b>ELEMENT NR 5: DOORS</b>				
	<b>Hard wood work</b>				
	45mm double doors paneled hard wood size 2800 x 2550 mm high comprising 100mm wide stiles top and middle rail 200mm wide bottom rail forming two panels left open for glazing complete with timber frame and iron mongeries (X-Ray & CT Scan)	No	2	4,800.000	9,600.000
	45mm double doors paneled hard wood size 900 x 2500 mm high comprising 100mm wide stiles top and middle rail 200mm wide bottom rail forming two panels left open for glazing complete with timber frame and iron mongeries (X-Ray & CT Scan)	No	18	1,200.000	21,600.000
<b>6</b>	<b>ELEMENT NR 6: WINDOWS</b>				
	3mm thick aluminium profile; 100mm wide; with and including openable sliding shutter for fibre glass mosquito gauze; with all necessary accessories including 6mm bronze tinted glass sheet				
	Ditto, overall size 1500 x 1650mm high	NO	12	380.000	456.000
	Ditto, overall size 900 x 1000mm high	NO	5	225.000	1,125.000
	Ditto, overall size 1200 x 1500mm high Recommended X-Ray shielding glass	NO	2	450.000	900.000
<b>7</b>	<b>ELEMENT NR 7: FINISHING</b>				
	<b>Floor finish</b>				
	Tiles, slab or block finishing				
	300 x 300 x 15mm porcelain tiles Thick first quality non-glazed tiles laid to falls and cross falls slopping not exceeding 15 degrees from horizontal ( 1 box @ 1.7 square meter)	BOX	170	87.000	14,790.000
	150mm Skirting	PC	23	15.000	345.000

*(Handwritten signature)*



	Beds and backing : one coat work ; cement and sand (1:3) wood floated				
	34mm Thick floors				
	Cement 42.5R	BAG	72	17.000	1,224,000
	Sand	1m <sup>3</sup>	10	36.000	360,000
	15mm thick 150mm Skirting				
	Cement 42.5R	BAG	14	17.000	238,000
	Sand	1m <sup>3</sup>	1	36.000	36,000
	<b>Wall finishing</b>				
	Plastering (External and internal) in two coat 12mm thick cement and sand mix (1:3) steel trowelled ; prepare and apply second coat 3mm thick stucco steel trowelled to smooth finish including sanding with sand paper				
	Cement 42.5R.	BAG	163	17.000	2,771,000
	Sand	1m <sup>3</sup>	17	36.000	612,000
8	<b>ELEMENT NR 8: PAINTING</b>				
	Painting : Internal & External work; one mist coat ; full coats ; silk acrylic emulsion paint; on plaster surfaces				
	<b>Wall</b>				
	One undercoat	LITRE	121	13.000	1,573,000
	Two full coat	LITRE	84	13.000	1,092,000
	<b>Roof slab</b>				
	One undercoat	LITRE	33	13.000	429,000
	Two full coat	LITRE	22	13.000	286,000
	<b>Plinth</b>				
	One undercoat	LITRE	4	13.000	52,000
	Two full coat	LITRE	3	13.000	39,000
9	<b>ELEMENT NR 9: ACCESS DRAINAGE SYSTEM</b>				
	<b>Prefabricated culverts</b>				
	900mm dia on class A bedding	Nr	25	450.000	11,250,000
	Concrete grade 25	M <sup>3</sup>	13.3	300.000	3,939,000
	8mm Diameter reinforcements -top of installed culverts	KG	319.45	4.500	1,439,525
<b>SUMMARY BUILDING MATERIALS</b>					
1	<b>ELEMENT NR 1: SUBSTRUCTURE</b>				26,688,000
2	<b>ELEMENT NR 2: FRAME STRUCTURE</b>				49,783,100
3	<b>ELEMENT NR 3: WALLING</b>				29,002,400
4	<b>ELEMENT NR 4: ROOFING</b>				21,943,000
5	<b>ELEMENT NR 5: DOORS</b>				31,200,000
6	<b>ELEMENT NR 6: WINDOWS</b>				2,481,000
7	<b>ELEMENT NR 7: FINISHING</b>				20,396,000
8	<b>ELEMENT NR 8: PAINTING</b>				3,491,000
9	<b>ELEMENT NR 9: ACCESS DRAINAGE SYSTEM</b>				16,626,525
10	<b>ELEMENT NR 10. ELECTRICAL SYSTEM</b>				45,000,000
	Total Amount for Supply of Goods excluding VAT				246,171,025
	Add VAT				44,310,784.50
	<b>Total Amount for Supply of Goods (including VAT)</b>				290,481,809.50
	Goods to supplied to [insert destination of goods]				



25: 290,481,809.50

*Handwritten signature*



*Handwritten initials*

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding VAT] TWO HUNDRED NINETY MILLION NINETY ONE THOUSAND EIGHT HUNDRED AND NINE	FOUR HUNDRED
The delivery period offered is:	[insert number] days/weeks/months from date of LPO <del>SIX</del> WEEKS MILLION EIGHT WEEKS	

~~SIX~~ WEEKS  
MILLION  
EIGHT WEEKS

Friday



**SECTION III: INSTRUCTIONS TO TENDERERS**

4

1. The Supplier shall attach the following to its quotation;
  - 1.1 A duly completed and signed priced offer as per the Schedule of Rates and Prices attached as **Appendix A**.
  - 1.2 A valid Business License.
  - 1.3 Valid TIN/VAT certificate.
  - 1.4 A list of recent performed contracts including the names and addresses of the Employers for verification.
  - 1.5 A Sample of the goods to be supplied (where applicable) which will remain with the procuring entity for validation against the supplied goods. NA
  - 1.6 Tender Securing Declaration;
  - 1.7 Power of Attorney
  - 1.8 *TMDA Certificates. N/A*
  - 1.9 *PHLB Certificate N/A*
  - 1.10 Samples;
    - 1.10.1 The sample shall be: NA
      - (a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;
      - (b) carriage paid;
      - (c) received on, or before, the closing time and date for the submission of tenders; and
      - (d) evaluated to determine compliance with all characteristics listed in the **Technical Specifications**.
    - 1.10.2 The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-
      - (a) does not conform to all characteristics prescribed in the solicitation documents and
      - (b) are not submitted within the specified time.
    - 1.10.3 Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
    - 1.10.4 Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.
    - 1.10.5 All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.



2. Information on technical specifications is attached in Section IV
3. Tender price;
  - 3.1 The contract shall be for all quantities as described in **Section II**.
  - 3.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
  - 3.3 All duties, taxes and other levies payable by the Supplier under the contract shall be included in the total price.
  - 3.4 The rates quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
  - 3.5 The prices should be quoted in Tanzania Shilling.
4. The Supplier shall complete the Quotation Submission Form which is attached in **Section VII**. The Quotation Submission Form must be completed without any alterations to its format and no substitute shall be accepted.
5. The payment will be made in Tanzania Shilling.
6. Quotation shall remain valid for a period of not less than 45 days after the deadline for submission.
7. Alternative quotations are **applicable**.
8. The quotation shall be completed and signed by an authorized representative of the tenderer. For this case a Power of Attorney must be submitted together with this quotation.

In case of a Supplier offering to supply goods that the Supplier itself does not manufacture or otherwise produce, the Supplier must show that they have been duly authorized by the goods' manufacturer to supply the goods in Tanzania.
9. The Procuring Entity will evaluate and compare the quotations in the following manner:
  - 9.1 Preliminary Examination; to determine substantially responsive quotations i.e. which; are properly signed and conform to the terms and conditions of the invitation for quotations.
  - 9.2 Quotations determined to be substantially responsive will be checked for any arithmetic errors. In case of any arithmetical discrepancy between the unit rate and amount quoted, then the unit rate shall prevail both for the evaluation of quotation and for subsequent contract agreement.
  - 9.3 Comparison of quotations; in evaluating the quotations, the evaluation committee will determine for each quotation the

evaluated quotation price by adjusting the quotation prices as follows;

- (a) making any correction for errors.
  - (b) making appropriate adjustment for any other acceptable variations, deviations or omissions and;
  - (c) making appropriate adjustments to reflect discounts for the award or other price modifications offered.
10. The Procuring Entity will award the contract to the Supplier whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
  11. The Procuring Entity reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of goods to be supplied originally specified in the Schedule of Requirements and Prices without any change in unit price or other terms of conditions and this shall be reflected in the LPO.
  12. Notwithstanding the above, the Procuring Entity reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.
  13. The Supplier whose tender is accepted will be notified for the award of contract by the Procuring Entity prior to expiration of the quotation validity period. *[The Local Purchase Order (LPO) including all conditions and terms of payments should be furnished to the Supplier with this invitation for quotations]*
  14. Tenderers have the right to seek for review of procurement decisions pursuant to PART II (j) of Public Procurement (Regulations, 2013 Government Notice No. 446.

**SECTION IV: TECHNICAL SPECIFICATIONS**

*[Attach Specifications]*

8

**SECTION V: LOCAL PURCHASE ORDER (LPO)**

8



**JAMHURI YA MUUNGANO WA TANZANIA**

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO  
HOSPITALI YA RUFAA YA MKOA YA TEMEKE

Barnapepe: temkerh@afya.go.tz, S.L.P 45232 Dar es Salaam, Simu 0222856007



Date: 25/03/2022

**Local Purchase Order for  
Procurement of Goods**

Quotation No: *ME/007/2021-2022TMKTRRH/G/LOT 13*

**SUPPLY OF BUILDING MATERIALS**

To:

.....  
.....  
.....

Your quotation reference ..... dated ..... is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached General Condition of Contract for LPO, except where modified by the terms stated below.

**TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:**

1. **Contract Sum:** The Contract Sum is.....
2. **Delivery Period:** The goods are to be delivered within ..... days/weeks/months from the date of this Local Purchase Order.
3. **Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within [insert number] days otherwise the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Purchaser may have against the Supplier under the contract

4. **Delivery point:** The goods are to be delivered to *Temeke Regional Referral Hospital*

**Contact Person:** Notices, enquiries and documentation should be addressed to *HOSPITAL DIRECTOR,*  
TEMEKE REGIONAL REFERRAL HOSPITAL, BOX  
45232, DAR-ES-SALAAM.

5. **Payment to Supplier:**

Payment will be made within 45 days on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatch of the goods;

- A completion certificate signed by *[Authority responsible for certifying satisfactory completion of the order/works/services];* and
  - *[List other documents required e.g. packing lists, certificates, special shipping documents]*
6. The following documents form part of this Contract:
- General Conditions of Contract for Local Purchase Order (LPO)
  - *(Attach the specifications/drawings/plans)*
  - *[List any other such documents]*

R

### SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	Description	Unit	Qty	Unit Price TZS.	Total Price TZS.	Warranty Period (where applicable)
1	ELEMENT NR 1: SUBSTRUCTURE					
	<i>Earth filling</i>					
	Sand (14 tonne per 4m <sup>3</sup> )	TRIP	6	220.000	1,320.000	
	Stones (7 tonnes lorry approximate 4.0m <sup>3</sup> )	TRIP	4	480.000	1,920.000	
	Soil sterilization					
	Aldrin 0.5 solution	LTR	8	4500	36.000	
	Dump proof membrane					
	230mm wide gauge 500	ROLL	3	180.000	540.000	
	Concrete work					
	foundation					
	Cement 42.5R	BAG	232	17.000	3,944.000	
	Sand	1m <sup>3</sup>	15	36.000	540.000	
	Aggregates	1m <sup>3</sup>	19	120.000	2,280.000	
	step					
	Cement 42.5R	BAG	8	17.000	136.000	
	Sand	1m <sup>3</sup>	1	36.000	36.000	
	Aggregates	1m <sup>3</sup>	1	120.000	120.000	
	Reinforced in -situ concrete grade '20' vibrated					
	Column bases					
	Cement 42.5R	BAG	45	17.000	765.000	
	Sand	1m <sup>3</sup>	4	36.000	144.000	
	Aggregates	1m <sup>3</sup>	6	120.000	720.000	
	Column beam					
	Cement 42.5R	BAG	98	17.000	1,666.000	
	Sand	1m <sup>3</sup>	10	36.000	360.000	
	Aggregates	1m <sup>3</sup>	12	120.000	1,440.000	
	Reinforced High tensile					
	8mm Diameter reinforcement links for ground	PC	74	16.000	1,184.000	

S





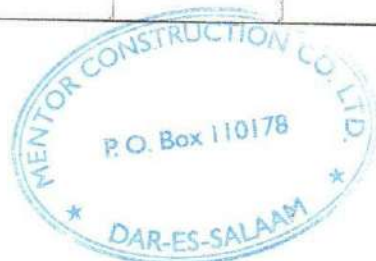
12mm Diameter reinforcement-ground beam	PC	55	34,000	1,872,000
16mm Diameter reinforcement-column bases	PC	14	58,730	822,220
Form work				
To vertical side of column bases				
1" x 8" x 3m soft wood timber	PC	13	12,000	156,000
To vertical side of ground beam				
1" x 8" x 3m soft wood timber	PC	166	12,000	1,992,000
Block work				
Solid concrete blocks with strength of 5.5k N/M bedded and jointed in cement and sand mortar				
230mm wall				
Block	PC	1852	2,400	4,444,800
Mortar				
10mm thick joint (1:3) to foundation walling				
Cement 42.5R	BAG	35	17,000	595,000
Sand	1m <sup>3</sup>	2	36,000	72,000
Damp proof coarse				
230mm thick of hessian based bitumen felt	Roll	1	180,000	180,000
<b>2 ELEMENT NR 2: FRAME STRUCTURE</b>				
Concrete work				
Reinforced concrete grade "25" including vibrating around reinforcement				
Column				
Cement 42.5R	BAG	15	17,000	255,000
Sand	1m <sup>3</sup>	1	36,000	36,000
Aggregates	1m <sup>3</sup>	1	120,000	120,000
Ring beam				
Cement 42.5R	BAG	100	17,000	1,700,000
Sand	1m <sup>3</sup>	6	36,000	216,000
Aggregates	1m <sup>3</sup>	8	120,000	960,000
Floor bed plain concrete				

R



	Cement 42.5R	BAG	245	17,000	4,165,000
	Sand	1m <sup>3</sup>	15	36,000	540,000
	Aggregates	1m <sup>3</sup>	19	120,000	2,280,000
	<b>Reinforcement : Bar bs4461: cold worked high yield steel: Straight or bent in any location</b>				
	8mm Diameter reinforcement links for ground	PC	88	16,000	1,408,000
	12mm Diameter reinforcement-ground beam	PC	32	58,730	1,174,600
	16mm Diameter reinforcement-column bases	PC	20	34,000	1,080,000
	<b>Form work</b>				
	<b>To vertical side of column bases</b>				
	1" x 8" x 3m soft wood timber	PC	51	12,000	612,000
	2" x 4" x 3m soft wood timber	PC	13	12,000	156,000
	Props	PC	27	8,000	216,000
	<b>To side and soffits of horizontal beam</b>				
	1" x 8" x 3m soft wood timber	PC	228	12,000	2,736,000
	2" x 4" x 3m soft wood timber	PC	57	12,000	684,000
	Props	PC	115	8,000	920,000
	<b>Reinforced concrete grade "25" including vibrating around reinforcement</b>				
	<b>Slab - Flat Roof</b>				
	Cement 42.5R	BAG	415	17,000	7,055,000
	Sand	1m <sup>3</sup>	33	36,000	1,188,000
	Aggregates	1m <sup>3</sup>	29	120,000	3,480,000
	<b>Reinforcement : Bar bs4461: cold worked high yield steel: Straight or bent in any location</b>				
	12mm Diameter reinforcement- slab flat roof	PC	480	34,000	16,320,000
	<b>Form work</b>				
	<b>To bottom side of slab</b>				
	2.4m x 2.4m marine board	PC	51	48,000	2,473,000
3	<b>ELEMENT NR 3: WALLING</b>				
	<b>Block work</b>				

J



	Solid concrete blocks with strength of 5.5k N/M2 bedded and jointed in cement and sand mortar				
	150mm wall				
	Block	PC	4886	2,400	11,726,400
	Mortar				
	10mm thick joint (1:3) to foundation walling				
	Cement 42.5R	BAG	82	17,000	1,394,000
	Sand	1m <sup>3</sup>	6	36,000	216,000
	230mm wall				
	Block	PC	6,470	2,400	15,528,000
	Mortar				
	10mm thick joint (1:3) to foundation walling				
	Cement 42.5R	BAG	6	17,000	102,000
	Sand	1m <sup>3</sup>	1	36,000	36,000
4	ELEMENT NR 4: ROOFING				
	FLAT ROOF SLAB				
	Cement and sand (1:4) screed mixed with KIM admixture 2% by weight of cement; steel trowelled smooth				
	Slab screed				
	Cement 42.5R	BAG	415	17,000	7,055,000
	Sand	1m <sup>3</sup>	33	36,000	1,188,000
	Water proof				
	Three layers roofing felt materials as approved by the engineer complete in all aspect	M <sup>2</sup>	290	25,000	7,250,000
	Parapet wall				
	230mm to parapet wall	M <sup>2</sup>	242	25,000	6,050,000
5	ELEMENT NR 5: DOORS				
	Hard wood work				
	45mm double doors paneled hard wood size 2800 x 2550 mm high comprising 100mm wide stiles top and middle rail 200mm wide bottom rail forming two panels left open for glazing complete with timber frame	No	2	4,800,000	9,600,000



	and iron mongeries (X-Ray & CT Scan)				
	45mm double doors paneled hard wood size 900 x 2500 mm high comprising 100mm wide stiles top and middle rail 200mm wide bottom rail forming two panels left open for glazing complete with timber frame and iron mongeries (X-Ray & CT Scan)	No	18	1,200.00	21,600.00
6	<b>ELEMENT NR 6:WINDOWS</b>				
	3mm thick aluminium profile ;100mm wide ; with and including openable sliding shutter for fibre glass mosquito gauze ; with all necessary accessories including 6mm bronze tinted glass sheet				
	Ditto, overall size 1500 x 1650mm high	NO	12	380.00	4560.00
	Ditto, overall size 900 x 1000mm high	NO	5	225.00	1,125.00
	Ditto, overall size 1200 x 1500mm high Recommended X-Ray shielding glass	NO	2	450.00	900.00
7	<b>ELEMENT NR 7:FINISHING</b>				
	<b>Floor finish</b>				
	Tiles, slab or block finishing				
	300 x 300 x 15mm porcelain tiles Thick first quality non-glazed tiles laid to falls and cross falls sloping not exceeding 15 degrees from horizontal ( 1 box @1.7 square meter)	BOX	170	87.00	14,790.00
	150mm Skirting	PC	23	15.00	345.00
	<b>Beds and backing : one coat work ; cement and sand (1:3) wood floated</b>				
	<b>34mm Thick floors</b>				
	Cement 42.5R	BAG	72	17.00	1,224.00
	Sand	1m <sup>3</sup>	10	36.00	360.00
	15mm thick 150mm Skirting				
	Cement 42.5R	BAG	14	17.00	238.00
	Sand	1m <sup>3</sup>	1	36.00	36.00
	<b>Wall finishing</b>				
	Plastering (External and internal) in two coat 12mm thick cement and sand mix (1:3) steel trowelled ; prepare and apply second coat 3mm				



✍

	Plastering (External and internal) in two coat 12mm thick cement and sand mix (1:3) steel trowelled ; prepare and apply second coat 3mm thick stucco steel trowelled to smooth finish including sanding with sand paper				
	Cement 42.5R	BAG	163	17,000	2,771,000
	Sand	1m <sup>3</sup>	17	36,000	612,000
<b>8</b>	<b>ELEMENT NR 8: PAINTING</b>				
	Painting : Internal & External work; one mist coat ; full coats ;silk acrylic emulsion paint; on plaster surfaces				
	<b>Wall</b>				
	One undercoat	LITRE	121	13,000	1,573,000
	Two full coat	LITRE	84	13,000	1,092,000
	<b>Roof slab</b>				
	One undercoat	LITRE	33	13,000	429,000
	Two full coat	LITRE	22	13,000	286,000
	<b>Plinth</b>				
	One undercoat	LITRE	4	13,000	52,000
	Two full coat	LITRE	3	13,000	39,000
<b>9</b>	<b>ELEMENT NR 9: ACCESS DRAINAGE SYSTEM</b>				
	<b>Prefabricated culverts</b>				
	900mm dia on class A bedding	Nr	25	450,000	11,250,000
	Concrete grade 25	M <sup>3</sup>	13.3	300,000	3,939,000
	8mm Diameter reinforcements -top of installed culverts	KG	319.45	4500	1,437,525
<b>10</b>	<b>ELEMENT NR 10 ELECTRICAL SYSTEM</b>	UNIT	1	45,000,000	45,000,000
<b>Total Amount in TZS. (including VAT)</b>					<b>290,481,809.5</b>

**For Purchaser:**

Signature:.....

Name:.....

Designation:.....

Date:.....

**For Supplier:**

Signature:..... *Mully*

Name:..... *ENG GODFREY MUSA*

Designation:..... *MANAGING DIRECTOR*

Date:..... *30/03/2022*



**SECTION VI:  
GENERAL CONDITIONS OF CONTRACT FOR  
LOCAL PURCHASE ORDER**

2

## 1.0

### Definitions

- 1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

*"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.*

*"The Goods" means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.*

*"The Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.*

*"The Purchaser" means the Government Entity purchasing the Goods, as named in the Contract.*

*"The Supplier" means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the procuring entity.*

## 2.0

### Eligibility

- 2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.
- 2.3 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new

product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

### **3.0 Standards**

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

### **4.0 Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

### **5.0 Patent Rights**

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.



## 6.0 Performance Security

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## 7.0 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**8.0 Packing**

- 8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the Local Purchase Order and through any subsequent instructions issued by the Purchaser.

**9.0 Delivery and Documents**

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Local Purchase Order.
- 9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 9.3 Documents to be submitted by the Supplier are specified in the Local Purchase Order and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## 10.0 Insurance

- 10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Local Purchase Order.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

## 11.0 Transportation

- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 12.0 Incidental Services

- 12.1 A Supplier may be required to provide any additional services as specified within the Local Purchase Order.

## 13.0 Spare Parts

- 13.1 If specified in the Local Purchase Order, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

- (ii) Following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

#### **14.0 Warranty**

- 14.1 *The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.*
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **15.0 Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to

GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.

15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

## 16.0 Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

## 17.0 Change Orders

17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the *general scope of the Contract in any one or more of the following*:

- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) Methods of shipment, packing, construction or performance.
- (c) the place of delivery; and/or
- (d) Incidental services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## 18.0 Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



## 19.0 Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

## 20.0 Sub-contracts

20.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC Clause 2.

## 21.0 Delays in the Supplier's Performance

21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## 22.0 Liquidated Damages

22.1 Subject to GCC Clause 24 and if stated in the Local Purchase Order if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum

equivalent to the percentage specified in the Local Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Local Purchase Order. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC Clause 23.

### **23.0 Termination for Default**

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“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 Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



## **24.0 Force Majeure**

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25.0 Termination for Insolvency**

- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **26.0 Termination for Convenience**

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

8



- 26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## 27.0 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
- 27.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

### **28.0 Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, 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.*

### **29.0 Governing Language**

29.1 The Governing Language shall be English.

### **30.0 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.

### **31.0 Notices**

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28.0 Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, 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.*

## **29.0 Governing Language**

29.1 The Governing Language shall be English.

## **30.0 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.

## **31.0 Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.



### **32.0 Taxes and Duties**

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., *incurred until delivery of the contracted goods* to the Purchaser or performance of the works or services.

### **33.0 Change of Laws and Regulations**

- 33.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.

**SECTION VII: FORMS**

*Handwritten mark*

QUOTATION SUBMISSION FORM

To: DIRECTOR, TOMENGE REGIONAL REFERRAL HOSPITAL [date] 30/03/2022

We agree to supply the goods specified in the Schedule of Requirement and prices of the ME/007/2021-2022/TMIG/TRRH/C/LOT/13 [name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TZS. 290,481,809 [amount in numbers], TWO HUNDRED NINETY MILLION FOUR HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED AND NINETY [amount in words] in Tanzanian Shillings.

We also offer to delivery the said goods within the period of SIX days/weeks / months (delete as necessary) as specified in the Local Purchase Order and General Condition of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: [Signature]

Name and Title of Signatory: ENG GODFREY MWAYI, MANAGING DIRECTOR

Date: 30/03/2022

Name of Tenderer: MENTOR CONSTRUCTION COMPANY LTD

Address: P.O. Box 110178, DSM.



30/03/2022  
Date: 30/03/2022  
Tender No. ~~2022~~ MF/007/2021-2022/TMIC/RAH/G/LOT 13  
Alternative No. N/A

**Tender Securing Declaration**

To: Temeke regional Referral Hospital

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: [Signature]

In the capacity of MANAGING DIRECTOR

Name: ENG CESARIY MUMU

Duly authorized to sign the tender for and on behalf of:



Dated on 30<sup>TH</sup> day of MARCH, 2022 [insert date of signing]

Corporate Seal (where appropriate)

[Signature]

## Manufacturer's Authorization Form

To:

WHEREAS..... who are established and reputable manufacturers of...../ having factories at ..... do hereby authorize ..... to submit a Quotation, and subsequently negotiate and sign the Contract with you against Quotation No. .... for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Quotations.

---

*[Signature for and on behalf of Manufacturer]*

**Note:** *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.*



SECTION VIII: INTEGRITY

**GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA**

**MEMORANDUM FOR ANTI-BRIBERY POLICY**

This company MENTON CONSTRUCTION CO LTD (name of Company) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti- Bribery Policy/Code Conduct and Compliance Program are attached.

Eng. COGNATON MUSA

(Name of the Authorized Person)

Redundant

Signature

30/03/2022

Date



Company stamp/seal

**GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA**

**MEMORANDUM FOR ANTI-BRIBERY POLICY**

This company MENTOR CONSTRUCTION CO LTD (name of Company) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti- Bribery Policy/Code Conduct and Compliance Program are attached.

For Rosany Mwangi

(Name of the Authorized Person)

Signature

Signature

30/03/2022

Date



Company stamp/seal