

**United Republic Of Tanzania**



**TUMBI REGIONAL REFERRAL HOSPITAL**

**Contract for** *B*

**THE PROPOSED RENOVATION OF CT SCAN BUILDING AT TUMBI REGIONAL  
REFERRAL HOSPITAL**

**Contract Number No. PA/025/2021 – 2022/W/01 -1**

**between**

**Tumbi Regional Referral Hospital**

**and**

**Kuyella Enterprises Limited**

**April, 2022**

**CONTRACT NUMBER PA/025/2021 - 2022/W/01-1**

**THE PROPOSED RENOVATION OF CT SCAN BUILDING- AT TUMBI REGIONAL  
REFERRAL HOSPITAL**

This CONTRACT (hereinafter called the “contract”), made the **14<sup>th</sup> day of April 2022** between on the one hand, at **Tumbi Regional Referral Hospital , P .O. Box 30041 Kibaha, Tanzania** (hereinafter called “the Employer”) on the other part and **Kuyella Enterprises Limited, P.O. Box 2880, Dar es Salaam, Tanzania** [*name and address of Contractor*] (hereinafter called “the Contractor”) on the other part.

Whereas the Employer is desirous that certain works should be carried out, viz: **THE PROPOSED RENOVATION OF CT SCAN BUILDING** located at **Tumbi Regional Referral Hospital**.

**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 (Notification of Contract Award);
  3. Quotation Submission Form
  4. Contract Data
  5. General Conditions of Contract
  6. Specifications
  7. Drawings
  8. Priced Bill of Quantities
  9. Intention of Contract Award
  10. Acceptance of Contract Award
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 **Tanzania Shillings 163,642,164.00 say One Million Sixty - Three Thousand Six Hundred Forty -Two One Hundred Six Four Only VAT Inclusive**, here in after referred to as the “Contract Price”, at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

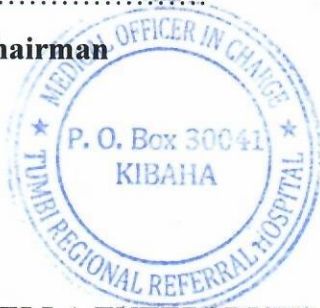
For and on behalf of TUMBI REGIONAL REFERRAL HOSPITAL

.....  
Signature of Authorized Representative

Name JASSON KALDAGE SHUMBUSHO

TRRH Advisory Board Chairman

Date: 14<sup>th</sup> April 2022



In the presence of:

Signature: [Signature]  
Name: **Dr. A. Malima**

Occupation: **Medical Officer Incharge**  
**Tumbi Regional Referral Hospital**

Date: 14<sup>th</sup> April 2022

For and on behalf of KUYELLA ENTERPRISES LIMITED.

[Signature]  
.....  
Signature of Authorized Representative.

Name HEMED. A HAWAII

Managing Director

Kuyella Enterprises Limited

Date: 14<sup>th</sup> April 2022



In the presence of:

Signature: [Signature]

Name: ZUBERI MUSSA SHDI

Occupation: ACCOUNTANT

Date: 14<sup>th</sup> April 2022



APPENDIX F  
FORMS

F1:

TUMBI REGIONAL HOSPITAL  
P.O. BOX 30041  
04/04/2022 [date]

QUOTATION SUBMISSION FORM

To: [Full address of Procuring]  
MBAHA.

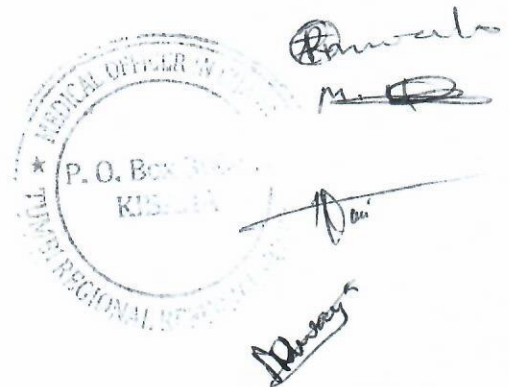
We offer to execute the proposed Renovation of CT scan Building GN: PA/025/2021-22/WJ  
and identification number of quotation] in accordance with the Conditions of Contract  
accompanying this Bid for the Contract Price of 163,642,164 [amount in  
numbers], one hundred sixty three Million six hundred forty two thousand  
one hundred sixty four only, [amount in words] in Tanzanian Shillings.

We also offer to complete the said works within a period of 15 days/weeks  
/ months (delete as necessary) that includes mobilization period.

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: HEMED HAWALI, HEAD - ENGINEERING  
Name of Bidder: KUYELLA ENT. LTD  
Address: 2888 DSM





## CONTRACT DATA

Name of Project: **THE PROPOSED RENOVATION OF CT SCAN BUILDING**

Clause No.	
20.0	Contract start date: 14 <sup>th</sup> April 2022
20.0	Time for completion is: 29 <sup>th</sup> April, 2022
23.1	No Advance Payment will be provided
23.2	Percentage of retention money: 10%
26.0	Amount of liquidated damages: <i>[ Not Applicable]</i>

## GENERAL CONDITIONS OF CONTRACT

### Clause 1: **Contract Documents**

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in **Clause 6** of these Conditions of Contract.

### Clause 2: **Definitions**

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

**Employer**                      Tumbi Regional Referral Hospital

**Architect/Project Manager** means the person appointed by the Employer, who is responsible for supervision of the Works and administering the Contract

**Engineer's Representative**        means the person appointed by the Engineer who is responsible for supervision of the Works

**Contractor**                      means the person or persons or firm whose bid has been accepted by the Employer.

**Works**                              means the works to be executed in accordance with the contract.

### Clause 3: **Instructions**

Instructions given by the Architect/project manager shall be in writing. If for any reason such instruction is given orally the Contractor shall comply with such instruction. Within a period of **7 days**, the orally given instructions shall be confirmed in writing.

### Clause 4: **Language**

All notices, instructions, correspondence or any other written documentation concerning the contract shall be in English or Swahili as the parties may agree provided that all such documents to be provided for a contract executed in co-operation with a loan or grant source shall be in English.

**Clause 5: Applicable Law**

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

**Clause 6: Priority of Contract Documents**

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

1. Form of Agreement;
2. Letter of Acceptance (Notification of Contract Award);
3. Quotation Submission Form
4. Contract Data
5. General Conditions of Contract
6. Specifications
7. Drawings
8. Priced Bill of Quantities
9. Intention of Contract Award
10. Acceptance of Contract Award

## **GENERAL OBLIGATIONS**

**Clause 7: Execution of Works**

The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the completion of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

**Clause 8: Adverse Physical Conditions**

If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable by the Contractor; the Engineer shall determine any extension of time to which the Contractor is entitled.

**Clause 9: Sub-contracting**

The Contractor shall not sub-contract the whole or part of the work under this contract without prior written approval of the Employer. Such approval shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for default or neglect of any of the sub-contractor(s).

**Clause 10: Supervision of Works by Contractor**

The Contractor shall execute the works with due diligence and comply with the standard of performance required by the Architect/Project



manager so as to meet the specific requirements of quality, quantity and time frame. If at any time the Architect/Project manager observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Contractor to correct the situation.

**Clause 11: Inspection**

The Architect/project manager or his authorized representative has the right to inspect the works and the Contractor shall provide reasonable assistance for the same as and when required by the Architect/project manager.

**Clause 12: Rejected Works**

Works not in compliance with the requirements of the contract will be rejected. On the instruction of the Architect/project manager the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Architect.

**Clause 13: Insurances**

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for loss or damage to Contractors equipment and plant, Materials and for compensation of personal injury or death.

**Clause 14: Liabilities of the Contractor**

The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

**Clauses 15: Force Majeure**

In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, the Contractor shall rectify the loss or damage. The Employer shall determine an addition to the contract price and may consider an extension of the contract period.

**Clause 16: Quality of Materials and Workmanship**

All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Architect instructions and subjected to such tests as the Engineer may require.

The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.

**Clause 17: Access to Materials**

The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where

required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Architect.

**Clause 18: Clearance of Site**

Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Architect.

**Clause 19: Health and Safety and Protection of the Environment.**

The Contractor shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The Contractor shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

**Clause 20: Commencement and Completion of Work.**

The Contractor shall commence and complete the works within the time specified in the Contract Data or within an extended contract period if such extended time is allowed by the Employer.

**Clause 21: Variation**

Upon the approval of the Employer, the Architect may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Architect shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the bid unit rates or in case no unit rate is applicable, such other rate as will be determined by the Architect and agreed upon between the Employer and the Contractor.

## PAYMENTS

**Clause 22: Quantities**

The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.

The Architect team shall determine by measurement the value of the actual works and he shall pay for the works in compliance with such measurement at the contractually stipulated unit cost.



Limit within the quantities may vary and hence exceed the contract sum but requiring no approval of the Tender Board shall be fixed i.e.  $\pm 10\%$ .

## **Clause 23: Payments**

### **23.1 Advance Payment**

No advance payments have been arranged for this contract.

### **23.2 Interim Payments**

Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of *amount stated in the Contract Data* will be withheld up to a maximum of 10% of contract price. Such retention money will be released together with the final payment certificate.

The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **14 working days** after approval of the interim certificate by the Engineer.

### **23.3 Final Payment**

The Final payment certificate shall be effected within **28** working days after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Architect/Project manager

### **23.4 Delayed Payments**

If the Employer fails to make payment within the time stated the Employer shall pay to the Contractor interest at the rate stated in the Contract Data.

### **23.5 Deductions to Payments**

The Employer shall be entitled to deduct any sums, advances or debts recoverable from the Contractor to the Employer from any sums payable by the Employer to the Contractor under this contract or any other contract provided always that this provision shall not affect any other remedy by action at law or otherwise by which the Employer may be entitled to the recovery of any such moneys.

### **23.6 Payment to Workmen**

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for plant/ equipment/ vehicle hire and material under this contract the Employer shall be entitled to withhold payments from the Contractor. The Employer shall make use of such



withheld payments to pay the Contractor's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Employer by the Contractor under this contract.

**Clause 26: Liquidated Damages**

If the Contractor fails to perform the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

### SETTLEMENT OF DISPUTES AND TERMINATION

**Clause 27: Settlement of Disputes**

If disputes arise they shall be settled by mutual discussions. If the discussions fail to produce an agreement, either party has the option to go for arbitration in accordance with the laws of Tanzania.

**Clause 28: Termination of Contract**

28.1 If the Contractor fails to commence the works within the specified time or there are reasons to believe that he may not complete the works within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Engineer or he becomes bankrupt, the Employer shall be entitled to terminate the contract and engage a new Contractor to carry out the works.

28.2 If the Employer fails to pay the Contractor within 60 days of the date of the Architect/project manager certificate, the Contractor may terminate the contract

**Clause 29: Payment if Contract Terminated**

If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this clause the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

**APPENDIX 2**

**DRAWINGS**

**As per Site Supervisor Instructions**











**ELECTRICAL LEGEND :-**

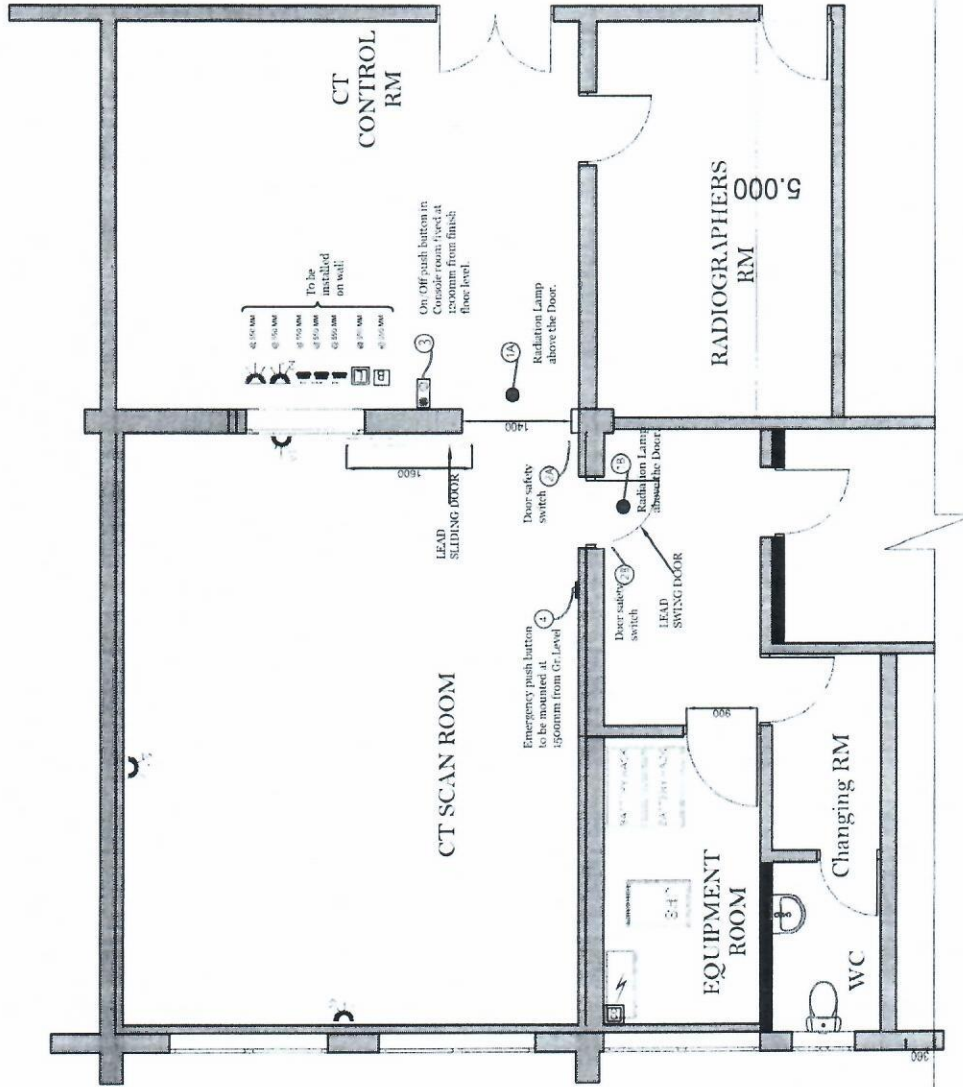
SYMBOL	DESCRIPTION
	1.5kW POWER SOCKET • 20A 1/6A SWITCH • 20A
	2kW 1/6A UPS POWER SOCKET • 1/6A 1/6A SWITCH • 20A
	1/6A 1/6A UPS POWER SOCKET WITH 1/6A 1/6A SWITCH
	2kW 1/6A UPS POWER SOCKET WITH 1/6A 1/6A SWITCH
	1/6A UPS POWER SOCKET • 1/6A 1/6A SWITCH
	AIR POINT

SYMBOL	DESCRIPTION
	ON/OFF SWITCH PUSH BUTTON FOR MACHINE
	EMERGENCY STOP SWITCH PUSH BUT. ON FOR MACHINE
	CONTROL PANEL
	ELECTRICAL POWER PANEL DEKAL TO FURCT
	RADIATION LAMP
	BREAKDOWN CONNECTION
	DOOR SAFETY SWITCH

Client to provide 4 core x 50sqmm FLEXIBLE CABLE from Electrical Panel to CT Gantry Machine & 1 Dedicated Earthing Station connection till machine.

**Control cable schedule.**

CABLE No.	CABLE SIZE	FROM	To / Terminal
1A/1B	2C x 1.5Sqmm	Radiation Lamp	Electrical Panel - WP AG-B4
2A/2B	2C x 1.5Sqmm	Door Switch	Electrical Panel - WP AG-B5
3	3C x 1.5Sqmm	Push Button	Electrical Panel - T1-T2-T3
4	3C x 1.5Sqmm	Eng. Push Button	Electrical Panel - T1-T2-T3



REV.	DESCRIPTION	DATE	CHK.	APP.

TITLE: <b>MUHIMBILI NATIONAL HOSPITAL</b> PROJECT: <b>CT PROJECT (SOMATOM go.TOP)</b>		DATE: _____ SCALE: _____ FILE: _____
PROPOSED APPROVAL INFORMATION: _____ CONSTRUCTION: _____	CHECKED BY: _____ APRIL 20	DRG. NO. _____ TRH/P10-034A/CT/EW REV. _____

**Pacific Diagnostics**  
 Dar Es Salaam, Tanzania



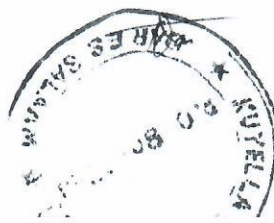


**APPENDIX 3**  
**PRICED BILLS OF QUANTITIES**

ITEM	DESCRIPTION	AMOUNT
	<p><b>QUALIFICATIONS OF THE RULES OF THE SMM</b></p> <p>Quantities</p> <p>A Notwithstanding the provisions of EASMM Clause A6 (c) fractions of a unit less than half, which would cause an entire item to be eliminated have been regarded as whole units.</p> <p><b>DEFINITIONS/ABBREVIATIONS</b></p> <p>Definitions</p> <p>B Words importing the singular only also include the plural and vice versa where the context requires</p> <p>C The term "the works" shall mean the whole of the works envisaged by the contract, including, unless expressly stated otherwise, the works of nominated sub-contractors, nominated suppliers, local authorities and public undertakings whether or not the works of the latter are represented by prime cost sums.</p> <p>D The term "instructions", and words derived there from, shall mean written instructions issued by the Architect unless otherwise described.</p> <p>E The term "approval" and words derived there from, shall mean written approval issued by the Architect unless otherwise described.</p> <p>F The term " Provisional " shall indicate all works that cannot be fully ascertained by measurement at the time of Bills of Quantities preparation and shall be subject to verification of actual quantities.</p>	
	<b>To Collection</b>	

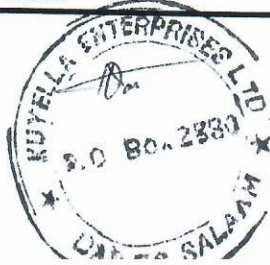


ITEM	DESCRIPTION	AMOUNT
	<p><b>DEFINITIONS/ABBREVIATIONS</b></p> <p>Definitions</p> <p>A The term "manufacturer's recommendations" shall mean all printed or written recommendations or instructions issued by a manufacturer and current at the tender date.</p> <p>B The term "or other equal and approval" shall mean the standard required and that materials or goods of equal written approval of the Project Manager/ Architect.</p> <p>C The terms "approval", approved", "to approval", "as directed" and the like, refer always to approval or directions given by the Architect. Approval will not be valid unless given in writing. When the contractor seek approval for work which cannot proceed without the Project mArchitect's selection or inspection (e.g.) performance tests; work of aesthetic importance) he shall give two weeks notice in order that arrangements approval, such approvals will be limited to the visual appearance of the work involved and are not in any case particularly in relation to the kind and standards of materials, goods and work.</p> <p>Abbreviations</p> <p>D The following abbreviations are used:-</p> <p>E BS British Standard current at tender date</p> <p>F BSCP British Standard Code of Practice current at tender date</p> <p>G SMM East African Standard Method of Measurement of Building Works (with Quantities) First Edition</p> <p><b>DEFINITIONS/ABBREVIATIONS</b></p> <p>Abbreviations</p> <p>H mm - Millimetre (s)</p> <p>J m - Meter (s)</p> <p>K m<sup>2</sup> - Square metre (s)</p> <p>L m<sup>3</sup> - Cubic metre (s)</p> <p>M Kg Kilogramme (s)</p> <p>N nr Number (s)</p> <p>P Prs - Pairs</p>	
	<b>To Collection</b>	



*[Handwritten signature]*  
*[Handwritten initials]*

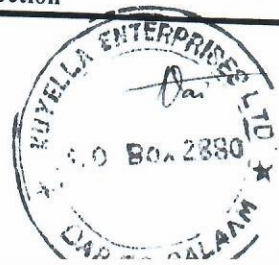
ITEM	DESCRIPTION	AMOUNT
	<p><b>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</b></p> <p><b>Temporary Name Boards</b></p> <p>A The Contractor is to erect a display board indicating the name of the registered project and the names of the various firms and persons engaged on the works. The dimensions, design and construction of the same are to be to the satisfaction of the Architect. Allow for the associated cost for the registration of the project ;registration of all firms engaged in the projects.</p> <p>Consultant Engineer                      Consultant Quantity Surveyor                      Consultant Architect                      Contractors Registration Board</p> <p>B <b>Temporary Accommodation and Facilities for Use of the Employer Representative &amp; Contractor</b></p> <p>Contractor shall provide temporary accommodation and facilities for use by the Clerk of works to the following standards:</p> <ol style="list-style-type: none"> <li>1. Workable Floor spaces:</li> <li>2. Furniture:</li> <li>3. Equipment: Work-top plan chestand filling cabinets</li> <li>4. new desktop computer; and printer A4</li> <li>5. Lighting</li> <li>6. Protective clothing and water dispenser/hot kettle and associated cutleries</li> </ol> <p>C In addition the Contractor shall provide for the said office all necessary electric light, daily cleaning and proper attendance and take down and clear away on completion or when no longer required and make good all work disturbed.</p> <p>D The Contractor is also to provide for the sole use of the Engineer or his representative, for the duration of the contract, a modern theodolite, level and staff in good condition and proper working order.</p>	
	<p>To Collection</p>	



*Rmwabo*  
*M.H.*



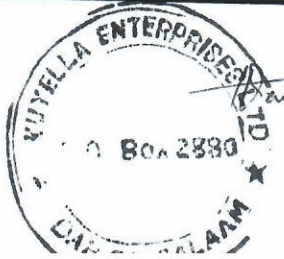
ITEM	DESCRIPTION	AMOUNT
<p><b>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</b></p>		
A	<p>The Contractor shall be responsible for cleaning, maintaining and protecting such instruments and clothing as may be necessary during the carrying out of the contract</p>	500,000
B	<p>The Contractor shall also provide accommodation either as part of his general site establishment or a separate accommodation space for holding site meetings chaired by the Architect generally or by the Contractor in respect of co-ordination meetings with sub-contractors. Such accommodation is to be sufficient to accommodate Contractor's organisation and sub-contractors as required.</p>	500,000
<p><b>Setting out of Works and Tolerances</b></p>		
C	<p>The Contractor shall survey the reinforced concrete structure floor by floor immediately after the completion of each section of the work. The survey (to be given to the Project Manager/Architect without delay before superincumbent work is constructed) shall record on a drawing the position, levels, dimensions and alignments of all parts of the structure and shall show clearly any divergence from the specified tolerances</p>	
<p><b>Materials and Workmanship</b></p>		
D	<p>The whole of the materials and workmanship are to be as described in these Bills of Quantities, the best of their respective kinds and all articles and materials unless otherwise described are to be of a standard or quality not less than those contained in the latest relevant standard.</p>	
E	<p>Standards of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the works</p>	
F	<p>Standard of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the Works</p>	
<p><b>To Collection</b></p>		<p>1,000,000</p>



*Handwritten signatures and initials: M. H.*

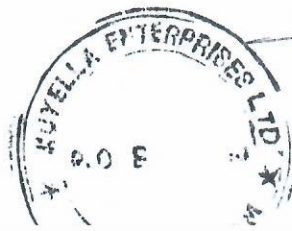


ITEM	DESCRIPTION	AMOUNT
<p><b>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</b></p>		
<p><b>Materials and Workmanship (Continued)</b></p>		
A	<p>Samples of materials as may be required shall be furnished to the Project Manager/Architect by the Contractor without delay. The samples approved will be retained by the Project Manager/Architect who will be at liberty to reject all materials and workmanship not corresponding with the approved sample. All samples not forming part of the finished works shall be removed on completion of the works or when no longer required.</p>	
B	<p>The Contractor will forthwith remove all materials and workmanship rejected by the Project Manager/Architect in writing within such time as may be specified and replace them with others of such better quality as shall be satisfactory to the Architect and shall be approved by him</p>	
C	<p>In case the Contractor shall neglect or refuse to comply with the foregoing conditions, the Project manager/Architect or his representative may on behalf of the Employer remove such materials and workmanship or any part thereof and replace the same with such other materials and workmanship as shall be satisfactory to him</p>	
D	<p>The Employer will deduct all expenses thereby incurred or for which the Employer may be liable, from the amount of any money which may be or become due to the Contractor or may recover the same by action at law or otherwise from the Contractor as the Employer may determine</p>	
E	<p>All crates, packing cases and casings of all kinds containing goods delivered to the site and included in this contract, including goods supplied by nominated suppliers are, where required to be returned, shall be carefully preserved and properly nailed down and the contractor is to allow in his prices for re-addressing and returning them to the senders. He will be responsible for any loss or damage claimed</p>	
<p><b>Testing materials</b></p>		
F	<p>The Contractor is to provide all samples of materials for testing and is to allow for delivery to the nominated testing authority</p>	<p>1,000,000</p>
<p><b>To Collection</b></p>		<p>1,000,000</p>



*Handwritten signature and initials*

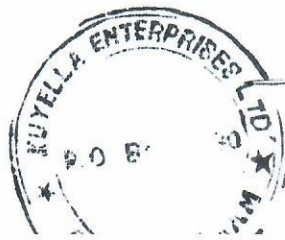
ITEM	DESCRIPTION	AMOUNT
<b>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</b>		
<b>Temporary Works</b>		
<b>Plant, Tools and Vehicles</b>		
A	Notwithstanding any specific provisions measured in these Bills of Quantities in accordance with the EASMM the Contractor shall provide and maintain during the carrying out of the work and remove on completion all necessary plant, tools, vehicles, etc., for the use of all trades and sub-contractors engaged upon the works	500,000
<b>Scaffolding</b>		
B	The Contractor shall provide, erect, maintain, alter and adapt as necessary and dismantle when no longer required and remove on completion all necessary scaffolding or staging, including boards, for the whole of the works including works to be carried out by nominated sub-contractors	500,000
<b>Protection of the works from inclement weather</b>		
C	The contractor shall protect the Works as necessary against damage or the harmful effects of weather conditions	500,000
<b>Water for the works</b>		
D	The contractor shall provide water for the whole of the works including that required by sub-contractor together with all necessary temporary connections, plumbing, storage tools, fittings, etc., give notice to the local water supply authority, pay all charges and clear away on completion and make good.	500,000
<b>Lighting and power for the works</b>		
E	The contractor shall provide all necessary and adequate temporary lighting and power including all necessary leads, lamps and fittings, etc., and pay all charges for electric current or other fuel consumed	
<b>Progress Photos</b>		
F	Allow amount for taking progress photoes during construction	
<b>To Collection</b>		<b>2,000,000</b>



*R. Murali*  
*M. S. D.*



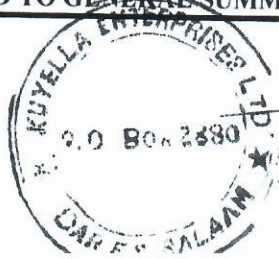
ITEM	DESCRIPTION	AMOUNT
	<p><b>Safety, Health and Welfare of Workpeople</b></p>	
A	<p>The Contractor shall provide such welfare and safety measures and amenities required by the nature and situation of the works up to a suitable standard</p>	
B	<p>In addition the Contractor shall ascertain and comply with the requirements of all local and statutory Authorities in particular the Contractors Registration Board of Tanzania by law in respect of safety precautions taken during construction having regard to building to be erected.</p>	
	<p>Registration with Occupational Safety and Healthy Authority (OSHA)</p> <p>Inspection for fire safety and Registration</p>	
	<p><b>Removal of rubbish, protective casings and coverings and cleaning the works on completion</b></p>	
C	<p>The Contractor shall remove all rubbish, debris and surplus material, etc., including that arising from sub-contractors' work, etc., at regular and frequent intervals during the carrying out of the Contract to maintain a clean and safe site and on completion clean all floors and pavings, clean all glass on both sides, remove all paint splashes, clean out all rainwater heads and down pipes, drains, gullies, manholes, etc., touch up all paintwork and leave the whole of the works in a clean and perfect condition ready for immediate occupation and use</p>	<p>1,000,000</p>
	<p><b>Temporary Fencing, Hoardings, Screens, Fans, Planked Footways, Guard Rails, Gantries and Similar items</b></p>	
D	<p>The Contractor shall provide and erect all necessary hoardings, fences, fans, screens, strutting, shoring, gantries, footways, etc., temporary or otherwise for or in consequence of any of the works or for the protection and security of all persons and property whatsoever and take down and clear away on completion or when no longer required and make good all work disturbed</p>	<p>1,000,000</p>
	<p><b>To Collection</b></p>	<p>2,000,000</p>



*Amuzo*



ITEM	DESCRIPTION	AMOUNT
	<b>COLLECTION</b>	
	1/1	
	1/2	
	1/3	
	1/4	1,000,000
	1/5	1,000,000
	1/6	2,000,000
	1/7	2,000,000
	Sub Total	6,000,000
BILL NR I - PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT CARRIED TO GENERAL SUMMARY		6,000,000



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# MEASURED WORK



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
<b>ELEMENT No. 1: WALLING</b>					
<b>DEMOLITION</b>					
A	Provisional sum for Demolition	1	Sum	500,000	500,000
<b>WALLING</b>					
<b>Cement and sand solid blocks to BS 2028 type "A" bedded and pointed in cement mortar (1:4)</b>					
B	230mm Wall	55	SM	35,000	1,925,000
C	100mm Wall	70	SM	35,000	2,450,000
<b>TOTAL, WALLING CARRIED TO SUMMARY OF BILL No. 3</b>					<b>4,875,000</b>

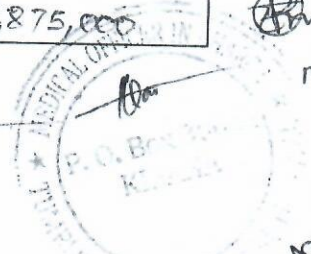


*Rai*

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*M. 25*

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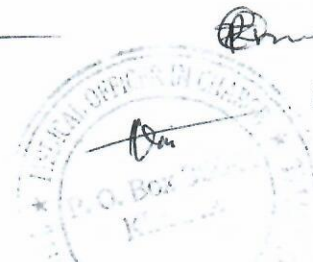




ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
<b>ELEMENT No. 2: DOORS</b>					
<b>LEAD DOOR</b>					
A	Lead automatic sliding door with all necessary items.(Size 1600x2200mm)	2	NO	14,000,000	28,000,000
<b>WATERPROOF BOARD FLUSH DOORS</b>					
B	Size 900x2200mm	3	No	350,000	1,050,000
<b>TO COLLECTION</b>					29,050,000



*Dai*



*Rmwalu*

*MTH*

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
<b>ELEMENT No. 3: WINDOWS</b>					
<b>LEAD WINDOW</b>					
A	Lead window with all necessary items.(Size 1200x1000mm)	1	NO	12,000,000	12,000,000
<b>TOTAL, WINDOWS CARRIED TO SUMMARY OF BILL No. 3</b>					12,000,000



*Dai*

*Amwalo*

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
	<b>ELEMENT No. 4: FINISHINGS</b>				
	<b><u>CEILING</u></b>				
A	600mm x 600mm Suspended ceiling fixed to steel bandering with all necessary items.	36	SM	130,000	4,680,000
	<b><u>Internal plastering . steel trowelled to a smooth finish</u></b>				
B	15mm To walls	168	SM	15,000	2,520,000
	<b><u>FLOOR TILES</u></b>				
C	400x400x8mm Floor tiles	118	SM	45,000	5,310,000
	<b><u>ROUGH FLOOR</u></b>				
D	32mm Sand screed to receive tiles	118	SM	12,000	1,416,000
	<b>TOTAL, FINISHINGS CARRIED TO SUMMARY OF BILL No. 3</b>				13,926,000





ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
<b>ELEMENT No. 5: DECORATIONS</b>					
<u>Internal work</u>					
<u>Prepare and apply one coat alkali primer, two coats of wash 'n' wear paint surfacer to</u>					
A	Plastered walls	255	SM	15,000	3,825,000
<b>TOTAL, DECORATIONS CARRIED TO SUMMARY OF BILL No. 3</b>					3,825,000



*Da:* *Amwal*  
*M.H.*  
*Wey*

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT(TZS)
	<p><b><u>ELEMENT No.6: SERVICES</u></b></p> <p><b><u>AIR CONDITIONAL INSTALLATION</u></b></p> <p>A Supply and fix 12,000 BTU AC; including copper pipes and drainage</p>	6	no	1,900,000	11,400,000
	TO COLLECTION				11,400,000




ITEM	DESCRIPTION	AMOUNT (TZS)
	<b><u>SUMMARY</u></b>	
	<b><u>Bill Nr. 3:</u></b>	
	Element No. 1: Walling	4,875,000
	Element No. 2: Doors	29,050,000
	Element No. 3: Window	12,000,000
	Element No. 4: Finishings	13,926,000
	Element No. 5: Decorations	3,825,000
	Element No. 6: Services	11,400,000
	<b>TOTAL MEASURED WORK</b>	<b>75,076,000</b>



*Dai*

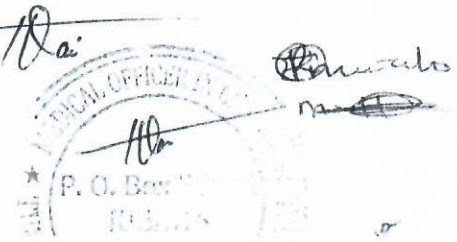
*Amwato*  
*Mr. H.*  
*ways*



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>BILL NO.6 PRIME COST AND PROVISIONAL SUMS</b>				
	<b>PRIME COST</b>				
	<u>Allow prime cost sums for works to be executed by Local Authority, Statutory undertaking, Nominated sub contractor, Nominated supplier or a specialist</u>				
A	Electrical connection by TANESCO		Sum		-
B	Add: For main contractor's profit on account of TANESCO making electrical connection		5%		-
C	Add: For main contractor's general attendance		Item		-
D	Water main connection to be undertaken by local authority		Sum		-
E	Add: For main contractor's profit on account of local authority making water connection		5%		-
F	Add: For main contractor's general attendance		Item		-
	<b>PROVISIONAL SUMS</b>				
	<b>Allow provisional sums for works or costs which cannot be entirely foreseen, defined or detailed</b>				
G	Sanitary and Plumbing Installations		Sum	10,000,000	
H	Electrical Installation from ABB		Sum	30,000,000	
J	Provisional amount for Data and voice system installation		Sum	6,000,000	
<b>TOTAL AMOUNT CARRIED TO GENERAL SUMMARY</b>			<b>TSHS</b>		<b>46,000,000</b>



GENERAL SUMMARY			
ITEM	DESCRIPTION	NO. OF UNIT(S)	AMOUNT
<b>PART I: PRELIMINARY WORKS</b>			
A	BILL NO.1- PRELIMINARIES		6,000,000
B	BILL NO. 3 - MEASURED WORK		75,076,000
C	BILL NO. 6 - PRIME COST & PROVISIONAL SUMS		46,000,000
SUB-TOTAL 1		TSHS.	127,076,000
<b>PART V: INSURANCES</b>			
D	Allow for the cost of insurance against death of or injury to persons, loss of or damage to any property (other than the works) as clause 13.1 (c) & (d) of the conditions of the contract	Sum	1,000,000
E	Allow for the cost of insurance against loss of or damage to the works, plant, etc. as clause 13.1 (a) & (b) of the conditions of the contract	Sum	1,000,000
F	Allow for the cost of providing sureties for 10% of the contract sum as clause 54 of the conditions of the contract.	Sum	3,000,000
SUB-TOTAL 2		TSHS.	5,000,000
SUB-TOTAL 3		TSHS.	132,076,000
G	5% CONTINGIENCY		6,603,800
SUB-TOTAL 4		TSHS.	138,679,800
H	PART VII: 18% VAT	TSHS.	24,962,364
<b>TOTAL FOR FIXED PRICE CARRIED TO FORM OF BID</b>		TSHS.	163,642,164



**APPENDIX 4**  
**INTENTION OF CONTRACT AWARD**



THE UNITED REPUBLIC OF TANZANIA  
Ministry of Health

Telegram" AFYA" DODOMA  
Tell Phone no: +255 026 -  
2323267  
FAX Na:  
(All letter should be addressed  
to the permanent Secretary)  
In reply please quote:



Medical Officer In charge  
Tumbi Regional Referral  
Hospital  
P. O. Box 30041  
KIBAHA.

Reference BID No PA/025/2021 - 2022/W/01 -1

Date: 05/04/2022

To: KUYELLA ENTERPRISES LTD,  
P.O.BOX 2880,  
DAR ES SALAAM.

Re: CONTRACT FOR RENOVATION OF CT SCAN BUILDING AT TUMBI  
REGIONAL REFERRAL HOSPITAL

**SUB: INTENTION OF CONTRACT AWARD**


This is to notify you that the Centre intends to award a contract for Renovation of CT SCAN BUILDING at Tumbi Regional Referral Hospital as the result of Bid NO. PA/025/2021 - 2022/W/01 -1 dated 14<sup>th</sup> March 2022 and Opened on 4<sup>th</sup> April, 2022.

The basic data for the award decision is as scheduled hereunder.

S/N	Bidder	Opening Price (Tshs)	Responsive	Corrected& Adjusted (Tshs)	Rank
1.	KUYELLA ENTERPRISES LTD	163,642,164.00	Yes	163,642,164.00	I

Accordingly, Tumbi Regional Referral Hospital intends to Award the Contract to KUYELLA ENTERPRISES LTD at a Contract Sum of Tshs. 163,642,164.00 for completion period of 45 Days.

Clarifications, if required, may be obtained against a written request to the undersigned.  
Regards,

  
DR. A. Malima,  
Medical Officer Incharge

Cc Kuyella enterprises Limited  
PPRA, P.o. Box 2865, Dodoma

THE UNITED REPUBLIC OF TANZANIA  
Ministry of Health

Telegram "AFYA" DODOMA  
Tell Phone no: +255 026 -  
2323267

FAX Na:  
(All letter should be addressed  
to the permanent Secretary)  
In reply please quote:



Medical Officer In charge  
Tumbi Regional Referral  
Hospital  
P.O. Box 30041  
KIBAHA.

Reference BID No: PA/025/2021-2022/W/01-1

Date: 12/04/2022

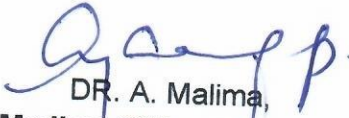
KUYELLA ENTERPRISES LTD,  
P.O.BOX 2880,  
DAR ES SALAAM.

Re: CONTRACT FOR THE RENOVATION CT SCAN BUILDING AT  
TUMBI REGIONAL REFERRAL HOSPITAL

SUB: NOTIFICATION OF CONTRACT AWARD

2. This is to notify you that Tumbi Regional Referral Hospital has awarded you a contract for the **Renovation of CT SCAN Building at Tumbi Regional Referral Hospital.**
3. The award is a result of your Bid No. **PA/025/2021-2022/W/01 -1** dated 14<sup>th</sup> March, 2022 and Opened on 04<sup>th</sup> April, 2022 that you participated. Your Bid has been accepted by us, for a Contract Price of **Tanzania Shillings 163,642,164.00 say One Million Sixty - Three Thousand Six Hundred Forty -Two One Hundred Six Four Only VAT Inclusive**, as corrected and modified for the Completion Period of 45 Days.
4. You are hereby instructed accept this award, after signing the Contract Agreement, to proceed with the execution of the said contract in accordance with the Contract documents.

5. Regards,

  
DR. A. Malima,  
Medical Officer Incharge

**Copy**

1. PPRA, P.o.Box 2865, Dodoma
2. Regional Project Manager, P.O. Box 30080, Kibaha, Pwani

**APPENDIX 5**  
**ACCEPTANCE OF CONTRACT AWARD**



**KUYELLA ENTERPRISES LIMITED**

P.O BOX 2880, Dar Es Salaam  
Mobile: +255789826232/ +255782554238  
Email: [feliciankuyela2000@yahoo.com](mailto:feliciankuyela2000@yahoo.com)

13/04/2022

To:  
Medical Officer Incharge  
Tumbi Regional Referral Hospital  
P. o. B0x 30041  
Kibaha

**REF: RENOVATION OF CT SCAN BUILDING**

**CONTRACT NO: PA/025/2021-2022/W/01-I**

**Sub: Letter of Acceptance**

This is to notify you that we accept your quotation for execution of the renovation of CT Scan building , Quotation no: PA/025/2021-2022/W/01-I with amount of Tanzania Shillings 163,642,164 ( One hundred Sixty Three Million Six Hundred Forty Two Thousand One Hundred Sixty Four Only) VAT inclusive .

Thank you in advance

  
.....  
HEMED A. HAWAH  
HEAD OF ENGINEERING



## RECORD OF NEGOTIATIONS

**Name of the Procuring Entity:** [TUMBI REGIONAL REFERRAL HOSPITAL]

**Bid ID No.:** [PA/025/2021-2022/W/O1 -I]



**Subject of Procurement:** [THE RENOVATION OF CT SCAN BUILDING]

**Method of Procurement:** [SINGLE SOURCE]

**Date of Negotiation:** [13<sup>th</sup> April, 2022]

<b>PART 1: RECORD OF NEGOTIATIONS</b>	
ISSUE	AGREEMENT (WITH FULL DETAILS)
Price Discount	➤ No discount
Schedule of payments and payment terms	➤ No advance payment will be provided
Work commencement and completion	➤ It was agreed that the commencement will be soon after site hand over and the completion will be within 45 days
The retention percentage on contract prices and retaining period have to be realized and agreed	<ul style="list-style-type: none"> <li>➤ It was agreed 10% of contract price be retained.</li> <li>➤ It was agreed that the retention period will be six months</li> </ul>

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: DR. A. MAHIMA	Name: HEMED HAWAII
Position: MOI	Position: HEAD OF ENG.
Date: 15/04/2022	Date: 14/04/2022



**Document attached:**  
Minutes of the Negotiation meeting