

United Republic Of Tanzania

**President's Office
Regional Administration and Local Government**

**FOR
MINISTRY OF HEALTH COMMUNITY DEVELOPMENT GENDER AND
CHILDREN, MoHCDGC**



KIBAHA EDUCATION CENTRE

Contract for

**THE RENOVATION OF EMD AND OPD BUILDING AT TUMBI REGIONAL
REFERRAL HOSPITAL**

Contract Number PA 025 2021 – 2022/ W/01 -III

between

Tumbi Regional Referral Hospital

and

Kuyella Enterprises Limited

January, 2022



CONTRACT NUMBER PA/025/2021- 2022/W/01 - III

FOR THE RENOVATION OF EMD AND OPD BUILDING AT TUMBI REGIONAL REFERRAL HOSPITAL

This CONTRACT (hereinafter called the "contract"), made the 20th day of January 2022 between on the one hand, **Kibaha Education Centre - 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 Renovation of EMD and OPD 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. Notification of Contract Award
 10. Acceptance of Contract Award
 11. Copies of Negotiations Records
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 360,666,416.00** say **Three Sixty Million sixty six Hundred sixty Thousand Four Hundred sixteen VAT**, hereinafter 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 KIBAHA EDUCATION CENTRE - TUMBI REGIONAL REFERRAL HOSPITAL

.....
Signature of Authorized Representative
Name
TRRH Advisory Board Chairman
Date: 20th January 2022

In the presence of :
Signature:
Name: **Dr. A. Malima**
Occupation: **Medical Officer Incharge**
Tumbi Regional Referral Hospital
Date: 20th January 2022

For and on behalf of KUYELLA ENTERPRISES LIMITED

.....
Signature of Authorized Representative.
Name..... **HEMED HAWAII**
Managing Director
Kuyella Enterprises Limited
Date: 20th January 2022



In the presence of :
Signature.....
Name: **ZUREKI musa SUDI**
Occupation..... **ACCOUNTANT**
Date: 20th January 2022

APPENDIX F

FORMS

F1: TUMBI REGIONAL REFERRAL HOSPITAL P.O. BOX 30041 - KIBAHHA QUOTATION SUBMISSION FORM 19/01/2022 [date] To: [Full address of Procuring]

QUOTATION: PA/025/202

We offer to execute the PROPOSED RENOVATION OF EMD AND OPD BUILDING [name /W/C1-11, and identification number of quotation] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of 361,966,416 [amount in numbers], three hundred sixty one million, nine hundred sixty six thousand four hundred sixteen [amount in words] in Tanzanian Shillings.

We also offer to complete the said works within a period of 2 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: HENED A. HAWAII - HEAD OF ENGINEERING. Name of Bidder: KUYELLA ENTERPRISE Address: 2880 DSM



[Handwritten signatures and scribbles]

CONTRACT DATA

Name of Project: THE RENOVATION OF EMD AND OPD BUILDING AT TUMBI REGIONAL REFERRAL HOSPITAL

Clause No.	
20.0	Contract start date: 20th January 2022
20.0	Time for completion is: 21st March, 2022
23.1	No Advance Payment will be provided
23.2	Percentage of retention money: 10% of value of Contract Price
23.4	Rate of interest upon unpaid amount is the prevailing commercial bank interest rate per month as published by Bank of Tanzania on the date of contract signing.
26.0	Amount of liquidated damages: <i>[10% of contract Price per day and not more than 10%]</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 Kibaha Education Centre - 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. Notification of Contract Award
10. Acceptance of Contract Award
11. Copies of Negotiations Records

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 1
SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT
	<p>QUALIFICATIONS OF THE RULES OF THE SMM</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>DEFINITIONS/ABBREVIATIONS</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>	
	To Collection	

[Handwritten signatures and stamps]

Stamp: MEDICAL OFFICER, P.O. BOX 2880, KISumu

[Handwritten signature]

Stamp: KUYELLA ENTERPRISES LTD, P.O. BOX 2880, DMR

ITEM	DESCRIPTION	AMOUNT
	<p>DEFINITIONS/ABBREVIATIONS</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>DEFINITIONS/ABBREVIATIONS</p> <p>Abbreviations</p> <p>H mm - Millimetre (s)</p> <p>J m - Meter (s)</p> <p>K m2 - Square metre (s)</p> <p>L m3 - Cubic metre (s)</p>	





M	Kg Kilogramme (s)	
N	nr Number (s)	
P	Prs - Pairs	
To Collection		

ITEM	DESCRIPTION	AMOUNT
A	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p> <p>Temporary Name Boards</p> <p>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>	

[Handwritten signature]

MEDICAL OFFICER IN CHARGE
 P.O. Box 3004
 KILIMANJARO

[Handwritten signature]

KUYELLA ENTERPRISES LTD.
 P.O. Box 2890
 DAR ES SALAAM

APPENDIX 2
DRAWINGS

GENERAL NOTES

- 1. The design on this drawing is the copyright and remains the property of the Architect.
- 2. This drawing may not be copied, altered, or otherwise used without the written consent of the Architect.
- 3. All relevant details, levels, dimensions must be checked on site before commencement of construction. Any discrepancies to be reported to the Architect's consent immediately.
- 4. All works to be carried out are strictly in accordance to the requirements and the Architects and Quantity Surveyors registration board.

No.	REVISION / ISSUE	DATE

PROJECT NAME:

CLIENT:

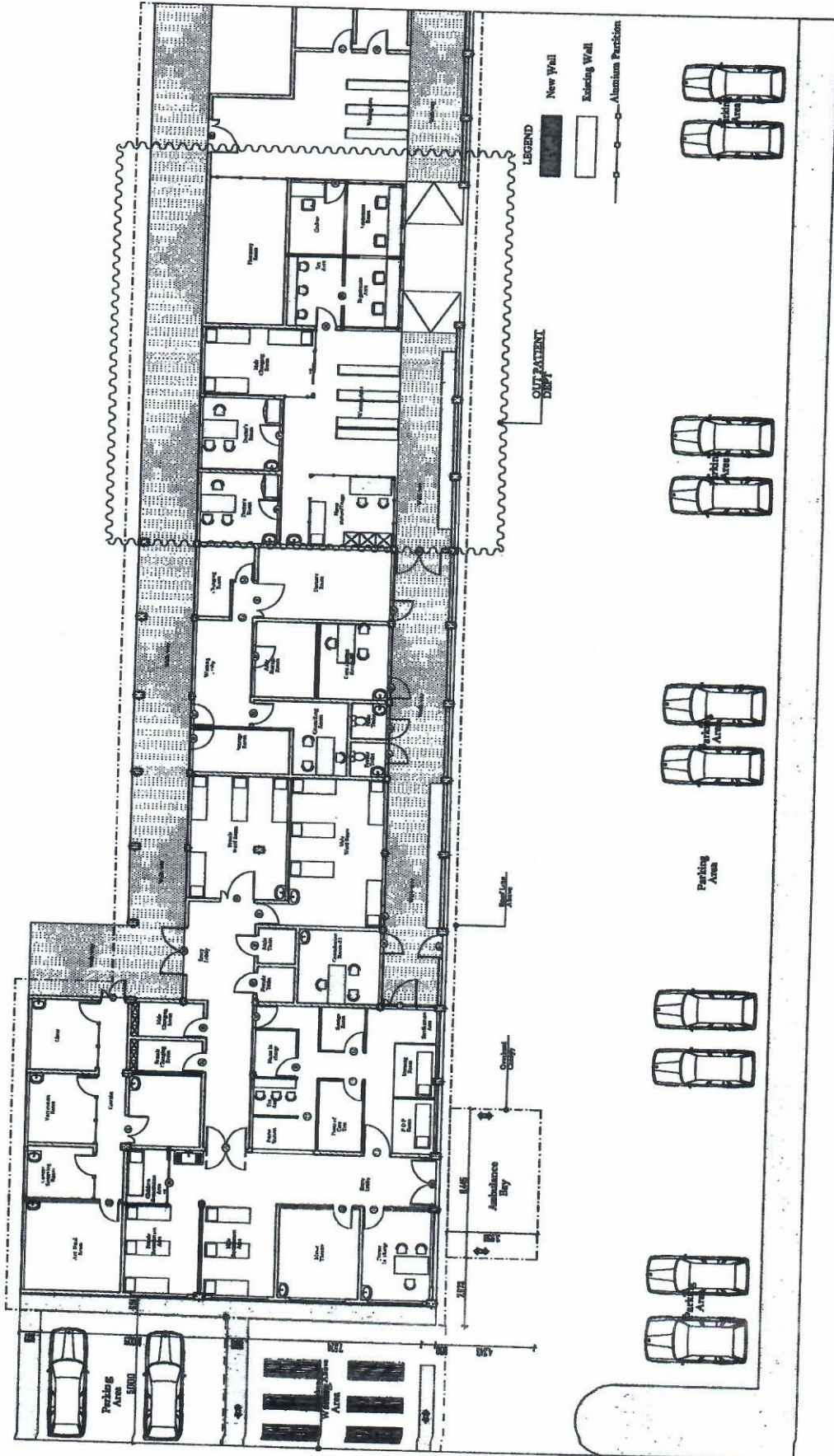
ARCHITECT:

PLOT	BLOCK	AREA

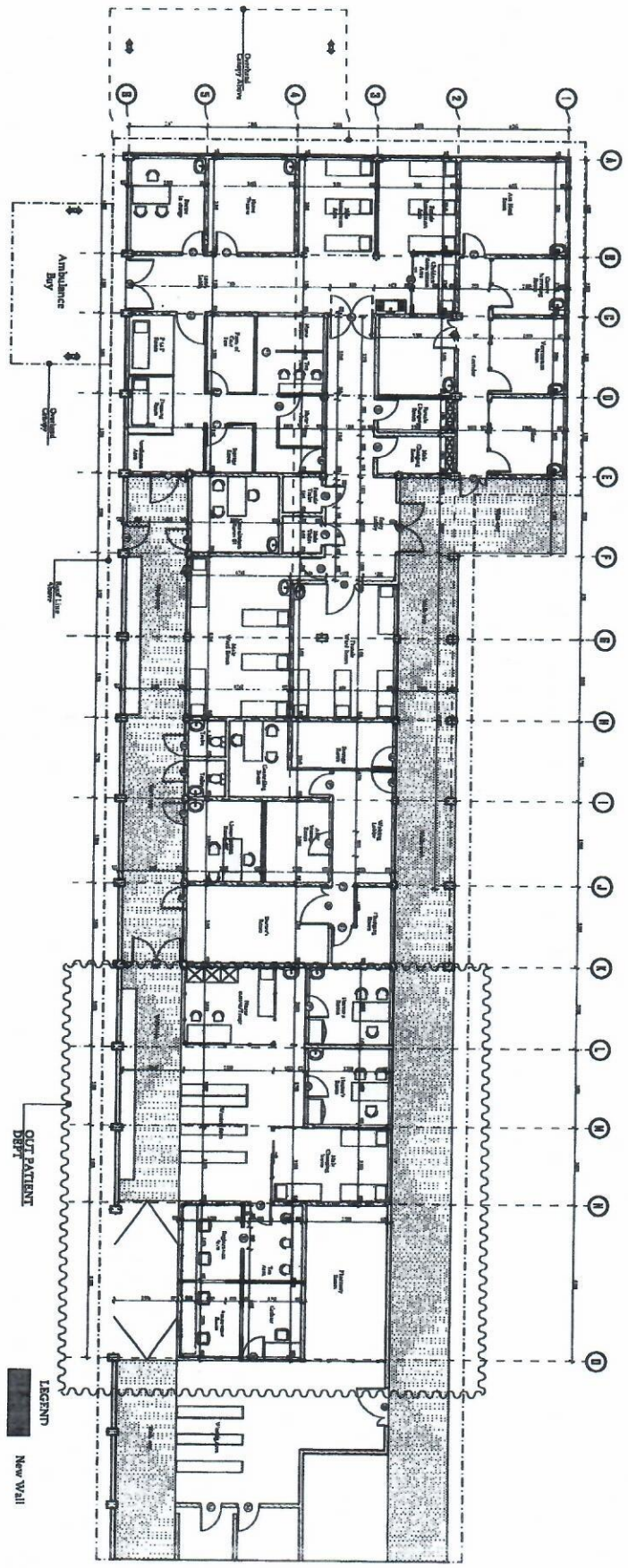
ISSUED FOR:
FOR INFO

DRAWING TITLE:
Site plan

DESIGNED BY	DATE	SCALE	DRAWING NO.
CHECKED BY	DATE		



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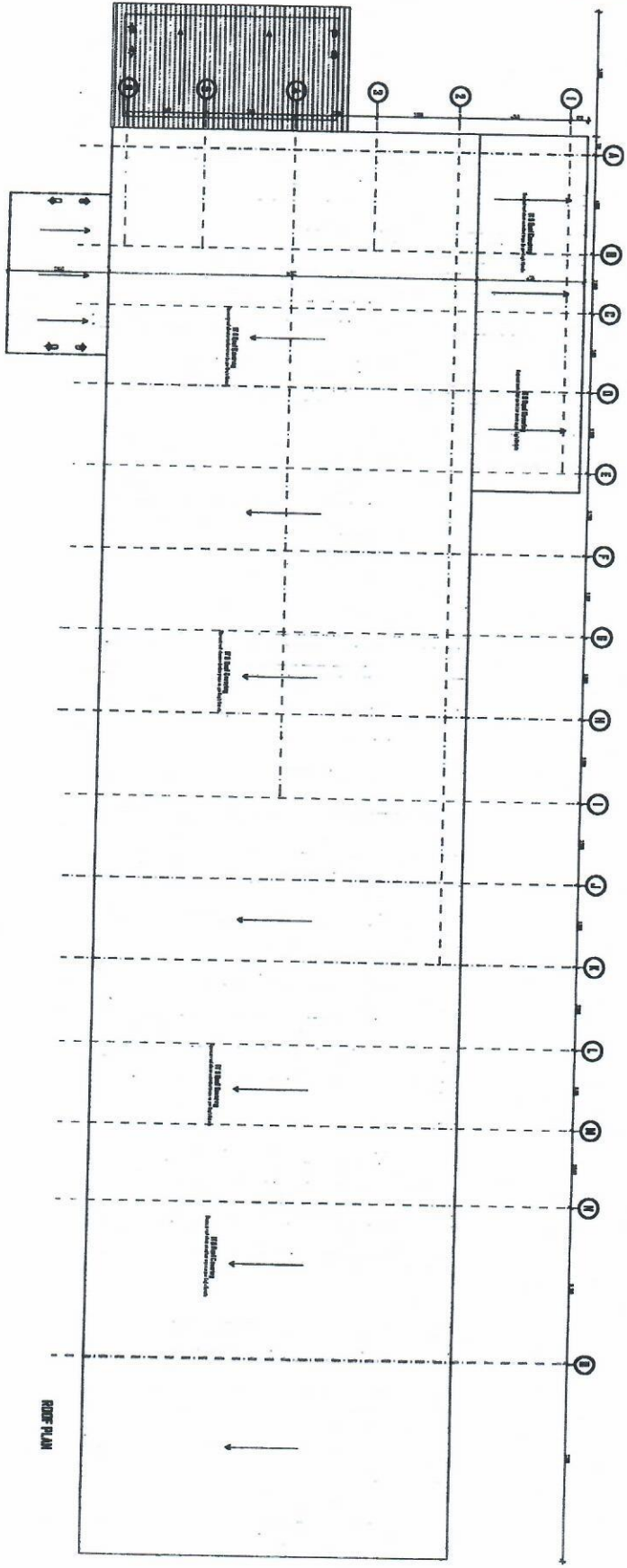
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GENE
 1. The design is the property of the copyright owner.
 2. This drawing is scaled.
 3. All dimensions are as shown on site before work. All dimensions used.
 4. All work is strictly in accordance with the requirements of the Architects and Surveyors' Act 1978.

NO. REVISION
 PROJ: _____
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DESIGNED BY	_____
DRAWN BY	_____
CHECKED BY	_____
SCALE	1/4" = 1'-0"
DATE	_____

LEGEND
 ■ New Wall
 □ Existing Wall
 - - - Aluminum Partition



A.

DESIGNED BY	DATE
DRAWN BY	SCALE
CHECKED BY	N/A
DATE	20/07/21

DRAWING
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ISSUED
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No.	REVISION

PROJECT

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GENE

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DATE	BY	REVISION
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10/10/11	ARC	2
10/10/11	ARC	3
10/10/11	ARC	4

ARC

GENERAL NOTES

1. The design on this drawing is the copyright and remains the property of the Architect.

2. This drawing may not be scaled. Only figured dimensions and levels may be used.

3. All relevant details, levels, dimensions must be checked on site before commencement of work. Any discrepancies to be reported to the Architect's consent immediately.

4. All works to be carried out are strictly in accordance to the local and authority requirements and the Architects and Quantity Surveyors registration board.



No. REVISION / ISSUE | DATE

PROJECT NAME:

CLIENT

ARCHITECT

PLOT BLOCK AREA

ISSUED FOR:

FOR INFO

DRAWING TITLE:

3D VIEWS

DATE	2024-08-28	SCALE	1:100
DESIGNED BY	ARCHITECT	DATE	2024-08-28
CHECKED BY	ARCHITECT	DATE	2024-08-28
DATE	2024-08-28	SCALE	1:100
NO.	5	DATE	2024-08-28

APPENDIX 3
PRICED BILLS OF QUANTITIES

B Temporary Accommodation and Facilities for Use of the Employer Representative & Contractor

Contractor shall provide temporary accommodation and facilities for use by the Clerk of works to the following standards: 1. Workable Floor spaces:

- 2. Furniture:
- 3. Equipment: Work-top plan chest and filing cabinets
- 4. new desktop computer; and printer A4
- 5. Lighting
- 6. Protective clothing and water dispenser/hot kettle and associated cutleries

1,000,000

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.

1,000,000

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.

1,000,000

To Collection

3,000,000

ITEM	DESCRIPTION	AMOUNT
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p>	

[Handwritten signature]
 MEDICAL OFFICER IN CHARGE
 P. O. Box 30041
 KISUMU
[Handwritten signature]

[Handwritten signature]
 KUYELLA ENTERPRISES LTD.
 P. O. Box 2880
 Kisumu

A	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	500,000
B	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.	1,500,000
Setting out of Works and Tolerances		
C	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	
Materials and Workmanship		
D	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.	
E	Standards of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the works	
F	Standard of workmanship are to be not less than those contained in the Codes of Practice where such are applicable to the Works	
To Collection		2,000,000









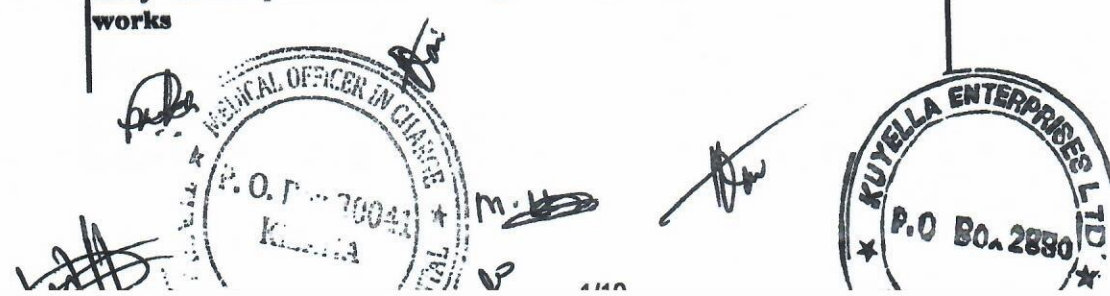

ITEM	DESCRIPTION	AMOUNT
	<p>CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)</p>	
	<p>Materials and Workmanship (Continued)</p>	
A	<p>Samples of materials as may be required shall be furnished to the Project Manager/Architect by the Contractor without delay. The samples approved 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>	

Testing materials



F	The Contractor is to provide all samples of materials for testing and is to allow for delivery to the nominated testing authority	500,000
To Collection		500,000

ITEM	DESCRIPTION	AMOUNT
CONTRACT: OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER (CONTINUED)		
Temporary Works		
Plant, Tools and Vehicles		
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
Scaffolding		
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
Protection of the works from inclement weather		
C	The contractor shall protect the Works as necessary against damage or the harmful effects of weather conditions	500,000
Water for the works		
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. Lighting and power for the works	500,000



 Several circular stamps are visible at the bottom of the page. One stamp on the left reads "MEDICAL OFFICER IN CHARGE" with "P.O. Box 20041" and "Kisumu" below it. Another stamp on the right reads "KUYELLA ENTERPRISES LTD." with "P.O. Box 2890" below it. There are also several handwritten signatures and initials scattered around these stamps.

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	200,000
	Progress Photos	
F	Allow amount for taking progress photoes during construction	50,000
To Collection		2,250,000

ITEM	DESCRIPTION	AMOUNT
	Safety, Health and Welfare of Workpeople	
A	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	500,000
B	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.	
	Registration with Occupational Safety and Healthy Authority (OSHA)	500,000
	Inspection for fire safety and Registration	500,000
	Removal of rubbish, protective casings and coverings and cleaning the works on completion	

MEDICAL OFFICER IN CHARGE
 P.O. Box 70044
 Kilindi

KUYELA ENTERPRISES LTD.
 P.O. Box 2880
 DAR ES SALAAM

<p>C</p>	<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., tough up all paintwork and leave the whole of the works in a clean and perfect condition ready for immediate occupation and use</p> <p>Temporary Fencing, Hoardings, Screens, Fans, Planked Footways, Guard Rails, Gantries and Similar items</p>	<p>250,000</p>
<p>D</p>	<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>250,000</p>
<p>To Collection</p>		<p>2,000,000</p>

ITEM	DESCRIPTION	AMOUNT
	COLLECTION	
	1/1	
	1/2	3,000,000
	1/3	2,
	1/4	2,000,000
	1/5	500,000
	1/6	2,250,000
	1/7	2,000,000

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Stamp: **REGIONAL OFFICES IN CHARGE**
P.O. No. 70044
KULASSA

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Stamp: **KUYELLA ENTERPRISES LTD.**
P.O. No. 2880

	Sub Total	
BILL NR I - PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT CARRIED TO GENERAL SUMMARY		9,750,000

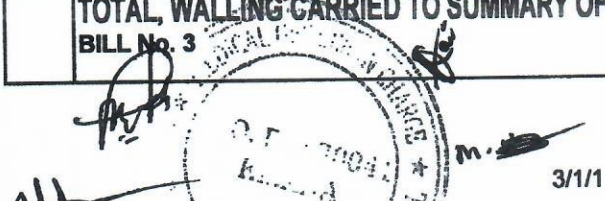
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FEDERAL OFFICE IN CHARGE
P.O. BOX 2880
DAR ES SALAAM

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P.O. BOX 2880
DAR ES SALAAM

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS) TUMBI HOSPITAL
ELEMENT No. 1: WALLING					
ALUMINIUM PARTITION					
POWDER COATED TOP AND BOTTOM SECTION TO BE 35mm ALUMINIUM SECTION CODE ALS44-F26B AND MIDDLE SECTION TO BE 20mm CONNECTED WITH 5mm x 13mm BUTTERFLY AND LAMINATED GLASS 5mm THICK.					
ALUMINIUM FRAME TO BE FIXED TO WALL USING 4.8mm x 12mm POP RIVET					
A		95	SM	250,000	23,750,000
2500mm high Aluminium wall					
WASHABLE BOARD PARTITION					
B		28	SM	100,000	2,800,000
2500mm high x 125mm thick washable board wall including all necessary items					
WALLING					
Cement and sand solid blocks to BS 2028 type "A" bedded and pointed in cement mortar (1:4)					
C	100mm Wall	48	SM	35,000	1,680,000
D	150mm Wall	38	SM	40,000	1,520,000
TOTAL, WALLING CARRIED TO SUMMARY OF BILL No. 3					29,750,000



 TUMBI HOSPITAL



 KUYELLA ENTERPRISES LTD

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
	ELEMENT No. 2: WINDOWS				
	POWDER COATED TOP AND BOTTOM SECTION TO BE 35mm ALUMINIUM SECTION CODE ALS44-F26B AND MIDDLE SECTION TO BE 20mm CONNECTED WITH 5mm x 13mm BUTTERFLY AND CLEAR GLASS 5mm THICK.				
	ALUMINIUM FRAME TO BE FIXED TO WALL USING 4.8mm x 12mm POP RIVET				
A	Window size 3000 x 2100 mm High	9	NO	1,600,000	14,400,000
B	Window size 2300 x 2100 mm High	8	NO	1,200,000	9,600,000
C	Window size 2000 x 2100 mm High	12	NO	1,000,000	12,000,000
D	Window size 3650 x 2100 mm High	1	NO	1,900,000	1,900,000
E	Window size 4300 x 2100 mm High	2	NO	2,200,000	4,400,000
F	Window size 6000 x 2100 mm High	1	NO	3,100,000	3,100,000
G	Window size 7875 x 1200 mm High	1	NO	4,100,000	4,100,000
H	Window size 1000 x 1500 mm High	5	NO	400,000	2,000,000
J	Window size 4600 x 2100 mm High	1	NO	2,400,000	2,400,000
K	Window size 1000 x 600 mm High	5	NO	200,000	1,000,000



L	Window size 96000 x 1000 mm High	1	NO	25,000,000	25,000,000
TOTAL, WINDOWS CARRIED TO SUMMARY OF BILL No. 3					79,900,000

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
ELEMENT No. 3: ROOFING					
Roof covering					
28 Gauge coloured industrial trough ZINC Coated roofing sheets (ref IT5/IT4) lapped 300mm at joints and fixing with roofing nails					
A	Roof covering sloping not exceeding 45 degrees from horizontal	658	SM	46,000	29,610,000
Roof structure					
Treated softwood; pressure impregnated					
B	150 x 50mm Rafters..	542	LM	8,000	4,336,000 4,386,000
C	50 x 50mm Purlins	670	LM	4,500	3,015,000
ROOF DRAINAGE					
D	150mm Diameter PLASCO Gutter pipe; fixing with and including brackets.	116	LM	18,000	2,088,000
E	150mm Diameter PLASCO down pipe; fixing with and including brackets.	45	LM	15,000	675,000
F	Extra; fulbora	12	NO	50,000	600,000
G	Extra; swanneck.	12	NO	15,000	180,000
H	Extra; Bend	12	NO	10,000	120,000
J	Extra; shoe	12	NO	20,000	240,000

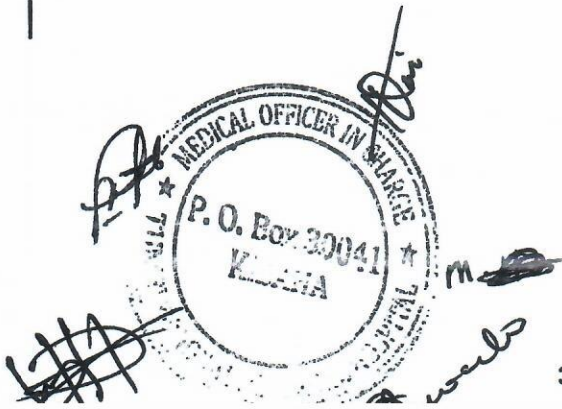


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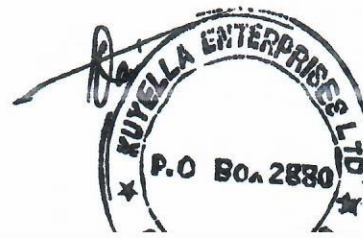


K	Extra; stop end outlet VERANDAH <u>AMBULANCE BAY & OVERHEAD CANOPY</u> <u>Roof covering</u> <u>28 Gauge coloured industrial trough ZINC Coated roofing sheets (ref IT5/IT4) lapped 300mm at joints</u> <u>and fixing with roofing nails</u>	12	NO	20,000	240,000
L	Roof covering sloping not exceeding 45 degrees from horizontal <u>Roof structure</u> <u>Treated softwood; pressure impregnated</u>	90	SM	45,000	4,050,000
M	150 x 50mm Rafters..	230	LM	8000	1,840,000
N	50 x 50mm Purlins	150	LM	4,500	675,000
P	150mm dia (6mm thick RHS) Round steel pipe	30	LM	250,000	7,500,000
TOTAL, ROOFING CARRIED TO SUMMARY OF BILL No. 3					55,169,000

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
<u>ELEMENT No. 4: FINISHINGS</u>					
<u>CEILING</u>					
A	9mm thick gypsum board ceiling fixed with gypsum screws to timber branderling measured seperately	230	SM	30,000	6,900,000
B	50 x 50mm Sawn softwood branderling pressure impregnated with preservative	643	LM	6,500	4,179,500



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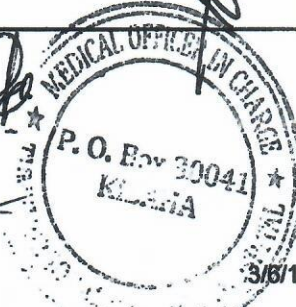





C	20 x 75mm Meranti skirting cornice fixed with hardened steel to block or concrete background, finished with 9mm quadrant junction, butt joints where necessary and meranti wood stopper.				
	<u>Internal plastering in two coats, steel trowelled to a smooth finish</u>	116	LM	6,000	696,000
D	15mm To walls	86	SM	15,000	1,290,000
TOTAL, FINISHINGS CARRIED TO SUMMARY OF BILL No. 3					1,986,000

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (TZS)
ELEMENT No. 5: DECORATIONS					
<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	654	SM	10,000	6,540,000
B	Ceiling	623	SM	10,000	6,230,000
<u>External work</u>					
<u>Prepare and apply one primer coat and two finishing coats of GALAXY weather guard paint or other equal and approved to</u>					

C	Rendered wall	422	SM	10,000	4,220,000
TOTAL, DECORATIONS CARRIED TO SUMMARY OF BILL No. 3					16,990,000


ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT(TZS)
<u>ELEMENT No.6: SERVICES</u>					
<u>AIR CONDITIONAL INSTALLATION</u>					
A	Supply and fix 12,000 BTU AC; including copper pipes and drainage	25	no	1,900,000	47,500,000
TO COLLECTION					47,500,000

ITEM	DESCRIPTION	AMOUNT (TZS)
<u>SUMMARY</u>		
<u>Bill Nr. 3:</u>		
	Element No. 1: Walling	29,750,000
	Element No. 2: Windows	79,900,000
	Element No. 3: Roofing	55,169,000
	Element No. 4: Finishings	13,065,500
	Element No. 5: Decorations	16,990,000
	Element No. 6: Services	47,500,000
	TOTAL MEASURED WORK	242,374,000

TUMBI HOSPITAL

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
BILL NO.6 PRIME COST AND PROVISIONAL SUMS PRIME COST <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		200,000
B	Add: For main contractor's profit on account of TANESCO making electrical connection		5%		10,000
C	Add: For main contractor's general attendance		Item		10,000
D	Water main connection to be undertaken by local authority		Sum		500,000
E	Add: For main contractor's profit on account of local authority making water connection		5%		25,000
F	Add: For main contractor's general attendance		Item		25,000
PROVISIONAL SUMS <u>Allow provisional sums for works or costs which cannot be entirely foreseen, defined or detailed</u>					
G	Additional earthworks		Sum		250,000
H	Sanitary and Plumbing Installations		Sum		25,000,000
TOTAL AMOUNT CARRIED TO GENERAL SUMMARY				TSHS	26,020,000

P. O. Box 30044
 Nairobi
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GENERAL SUMMARY			
ITEM	DESCRIPTION	NO. OF UNIT(S)	AMOUNT
	PART I: PRELIMINARY WORKS		
A	BILL NO.1- PRELIMINARIES		9,750,000
B	BILL NO. 3 - MEASURED WORK		242,374,000
C	BILL NO. 6 - PRIME COST & PROVISIONAL SUMS		26,020,000
	SUB-TOTAL 1		
		TSHS.	278,144,000
	PART V: INSURANCES		
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	2,000,000
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	2,000,000
F	Allow for the cost of providing sureties for 10% of the contract sum as clause 54 of the conditions of the contract.	Sum	10,000,000
	SUB-TOTAL 2	TSHS.	14,000,000
	SUB-TOTAL 3	TSHS.	292,144,000
G	5% CONTINGENCY		14,607,200
	SUB-TOTAL 4	TSHS.	14,607,200
H	PART VII: 18% VAT	TSHS.	306,751,200
		TSHS.	55,216,216
	TOTAL FOR FIXED PRICE CARRIED TO FORM OF BID	TSHS.	361,966,416

P. O. Box 30041
 Nairobi

KUYELLA ENTERPRISES LTD

APPENDIX 4
NOTIFICATION OF CONTRACT AWARD

THE UNITED REPUBLIC OF TANZANIA

Ministry of Health, Community Development, Gender, Elderly and Children

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 - III
KUYELLA ENTERPRISES LIMITED,
P.O.BOX 2838,
DAR ES SALAAM.

Date: 20/01/2022

**Re: CONTRACT FOR THE RENOVATION OF EMD AND OPD BUILDING AT
TUMBI REGIONAL REFERRAL HOSPITAL**

SUB: NOTIFICATION OF CONTRACT AWARD

This is to notify you that the Tumbi Regional Referral Hospital has awarded you a contract for the **renovation of EMD and OPD Building at Tumbi Regional Referral Hospital.**

The award is a result of your Bid No. PA/025/2021- 2022/W/01 - III dated 20th January, 2022 and Opened on 20th January, 2022 that you participated and the Comprehensive Negotiation that were conducted.

Your Tender has been accepted by us, for a Contract Price of **Tanzania Shillings 360,666,416.00 say Three Sixty Million sixty six Hundred sixty Thousand Four Hundred sixteen VAT Inclusive,** as corrected and modified.

You are hereby instructed, after signing of the Contract Agreement, to proceed with the execution of the said contract in accordance with the Contract documents.

Regards,


DR. A. Malima,
Medical Officer Incharge

APPENDIX 5
ACCEPTANCE OF CONTRACT AWARD

KUYELLA ENTERPRISES LIMITED

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

20/01/2022

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

REF: RENOVATION OF EMD AND OPD BUILDING QUOTATION NO:

PA/025/2021-2022/W/01-III

Sub: Letter of Acceptance

This is to notify you that we accept your quotation for execution of the renovation of EMD and OPD building , Quotation no: PA/025/2021-2022/W/01-III with amount of Tanzania Shillings 361,966,416 (Three Hundred Sixty One Million Nine Hundred Sixty Six Thousand Four Hundred Sixteen Only) VAT inclusive .

Thank you in advance



HEMED A. HAWATI
HEAD OF ENGINEERING



APPENDIX 6

RECORDS OF NEGOTIATIONS

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: [KIBAHA EDUCATION CENTRE - TUMBI REGIONAL REFERRAL HOSPITAL]

Bid ID No.: [PA/025/2021 -2022/W/01-III]

Subject of Procurement: [THE RENOVATION EMD & OPD BUILDING]

Method of Procurement: [SINGLE SOURCE]

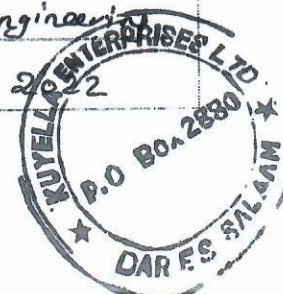
Date of Negotiation: [20th January, 2022]

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
Price Discount	➤ There was discount offered by Kuyella Enterprises Limited amount Tshs. 1,300,000.00
Schedule of Payments and Payment Terms	➤ No advance payment will be provided
Work Commencement and Completion Period	➤ It was agreed that the commencement will be soon after site hand over and the completion will be within 60 days
The retention Percentage on Contract prices and retaining period have to be realized and agreed	<ul style="list-style-type: none"> ➤ It was agreed 10% of contract price be retained. ➤ It was agreed that the retention period will be six months

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: <i>Hai</i>
Name:	Name: HEMED HAWAII
Position:	Position: Head of Engineering
Date:	Date: 20-01-2022

Document attached:
Minutes of the Negotiation meeting



RECORD OF NEGOTIATIONS

Name of the Procuring Entity: [KIBAHA EDUCATION CENTRE - TUMBI REGIONAL REFERRAL HOSPITAL]

Bid ID No.: [PA/025/2021 -2022/W/01-III]

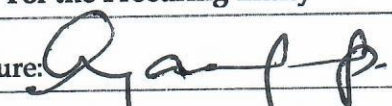
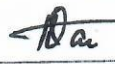
Subject of Procurement: [THE RENOVATION EMD & OPD BUILDING]

Method of Procurement: [SINGLE SOURCE]

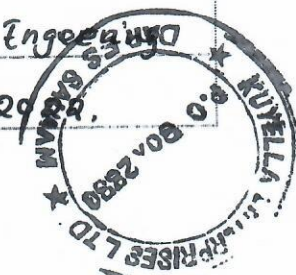
Date of Negotiation: [20th January, 2022]

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
Price Discount	<ul style="list-style-type: none"> ➤ There was discount offered by Kuyella Enterprises Limited amount Tshs. 1,300,000.00
Schedule of Payments and Payment Terms	<ul style="list-style-type: none"> ➤ No advance payment will be provided
Work Commencement and Completion Period	<ul style="list-style-type: none"> ➤ It was agreed that the commencement will be soon after site hand over and the completion will be within 60 days
The retention Percentage on Contract prices and retaining period have to be realized and agreed	<ul style="list-style-type: none"> ➤ It was agreed 10% of contract price be retained. ➤ It was agreed that the retention period will be six months

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. MALIMA	Name: HEMED Hwashi
Position: MOF	Position: Head of Engineering
Date: 21/01/2022.	Date: 20/01/2022

Document attached:
Minutes of the Negotiation meeting



THE UNITED REPUBLIC OF TANZANIA

Ministry of Health, Community Development, Gender, Elderly and Children

Telegram "AFYA" DODOMA

Tell Phone no: +255 026 -
2323267

FAX Na:

(All letter should be addressed
to the permanent Secretary)

In reply please quote:

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

Date: 20/01/2022



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

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

Re: **CONTRACT FOR THE RENOVATION OF EMD AND OPD 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 the Renovation of EMD and OPD Building at Tumbi Regional Referral Hospital as the result of Bid NO. PA/025/2021- 2022/W/01 – III dated 19TH January, 2022 and Opened on 20TH January, 2022.

The basic data for the award decision after a comprehensive Negotiation is as scheduled hereunder.

S/N	Bidder	Opening Price	Responsive	Corrected & Adjusted
1.	Kuyella Enterprises Ltd	361,966,416	Yes	361,966,416

Accordingly the Tumbi Regional Referral Hospital intends to Award the Contract to **Kuyella Enterprises Limited** at a Contract Sum of **361,966,416.00** for completion period of 60 Days.

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

Regards,


DR. A. Malima
Medical Officer Incharge

Cc PPRA, P.o.Box 2865, Dodom