

CONTRACT No. 96150/BTS/01
for Civil Works

made between:

Consortium ENERGOINVEST-EMC Ltd
P.O. Box 2317, Arusha, Tanzania
(hereinafter called “the Contractor”)

and

Breeztek Technologies Limited
Plot 127, Nyerere Road, P.O. Box 10795, Dar es Salaam, Tanzania
(hereinafter called: “the Subcontractor”)

Whereas the Consortium Energoinvest–EMC Limited (“the Contractor”) signed the engineering, procurement & construction Contract No. PA/001/2015/HQ/W/49 („Main Contract“) with the TANESCO–Tanzania Electric Supply Company Limited (“the Customer”) for procurement of plant, design, supply, and installation of one new 400kV substation in Arusha and extension of the existing 220/33kV substation in Singida, implemented under the Kenya –Tanzania Power Interconnection Project (KTPIP) for Lot T4;

Whereas the Subcontractor has offered to perform the civil works as specified, described, and referred to the Contract and confirms to the Contractor that he possesses all the skilled and experienced personnel, labor, machinery, plant and equipment, capital, and all other resources necessary for the execution of civil works refers to the:

- **One New 400kV Substation in Arusha (Lemugur);**

Whereas the Customer accepted **Breeztek Technologies Limited** as a Subcontractor for civil works;

And whereas the Contractor, based on conditions and acts stipulated by Contract No. 96150/CSI/01 and its constitutional parts accepted **Breeztek Technologies Limited** as a Subcontractor for civil works, all in accordance with the Scope of Works of this Contract;

Breeztek Technologies Limited, with subject to the following terms and conditions, undertakes to execute, to assume and to be responsible for the performance and completion in full of the Subcontract Services with due care and diligence and in strict conformance in all respects with the provisions of this Contract and to furnish all necessary personnel, facilities, materials and everything required for such execution, performance and completion of the Subcontract Services.

Now, therefore, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Parties agree as follows:

Article 1 – Contract Documents

- 1.1 The Contractor and the Subcontractor found that following documents forms “Contract Documents” and they represent an integral part of this Contract, as follows:

Attachment 1: Price Schedule

Attachment 2: Detailed Time Schedule / Program of Works

Attachment 3: General Conditions of Main Contract

Attachment 4: Technical Requirements

Attachment 5: Requirements for Quality, Environment, Health and Safety

Attachment 6: Bank Advance Payment Guarantee & Performance Corporate Guarantee

The detailed drawings, time schedules, minutes of meeting and other documents that may be signed by the contracting parties and approved by the Customer during the period of the execution of this Contract, shall be considered as parts of this Contract and shall prevail over all prior documents and instructions on the same subject.

- 1.2 In the event of any ambiguity or discrepancy in the Contract Documents that cannot be resolved by reference thereto alone, the Contractor shall issue any necessary clarification or instruction to the Subcontractor which shall be based upon the documents listed hereunder. It shall be noted and agreed that for the avoidance of doubt, the below listed documents do not form a part of the Contract Documents, and are to be used solely for the purpose of reference as predicated herein, as listed below:
 - (a) Request for Proposal and any amendments or requests for clarification by the Contractor and the Subcontractor's responses thereto;
 - (b) Subcontractor's Proposal and correspondence between Contractor and Subcontractor.
- 1.3 If there is an ambiguity or discrepancy in Contract documents, the priority of them will correspond to their order in which they are listed in paragraph 1.1 of this Article.
- 1.4 This Contract embodies the entire agreement between the Parties with respect to the subject matter hereof. No promises, understandings, obligations, or agreements verbal or otherwise, exist between the Parties except as herein expressly set forth.
- 1.5 The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Contract. Where this Contract requires the consent, approval, or similar action by one or both Parties, such consent, approval, or action shall not be unreasonably withheld or delayed unless this Contract expressly provides otherwise. Similarly, where this Contract gives one or both Parties a right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action shall be reasonable.

Article 2 – Definitions

Where expressly defined in this Contract, the terms that are used in this Contract shall have the same meanings as designated in the General Conditions of Main Contract (Attachment 3, Article 1), herewith attached.

Article 3 – Scope of Works

- 3.1 The subject of this contract is to perform construction work on the control room building, 33kV switchgear room, guard house, all 400kV & 220kV towers and equipment foundations including foundations of transformers and reactors, cable trench, drain, gravel spreading at yard, chain link fence and other miscellaneous works to complete the scope of civil works in all respect at 400kV as well as 220kV yards of proposed Arusha Substation.
- 3.2 For the purpose of commencement of the works, the following items within the total scope of works are to be considered (as per prices and amounts of attached price list):
- control building,
 - diesel generator room,
 - gantry & equipment foundations of 400kV switchyard,
 - guard house,
 - chain link / mesh fencing,
- 3.3 Scope of Work including complete supply of construction material (except supply of ready-mixed concrete) and erection (including casting concrete cubes, marking and forwarding to laboratory for testing) as per requirements of approved drawings, BoQ, technical and material specifications and QA/QC documents.
- 3.4 It is clearly understood that the scope of works as stated above and quantified in the BoQ are for establishment of the rates that will be applicable throughout the Contract. The total quantity of works will be fully re-measurable at completion of the works, in accordance with approved drawings and BoQ unless there is a recorded deviation at site during construction.

Article 4 – Contractor’s Obligation and Responsibilities

- 4.1. Within the scope of obligations specified by valid regulations from the civil engineering domain, by this contract the Contractor is also obliged to:
- provide, within 5 days of contract signing, one printed hardcopy and one copy in PDF of approved construction drawings (and in future if there are any subsequent revisions) with approval signature and marked “Issued for Construction”;
If there is any deviation at site from approved construction drawings, any missing item(s) or error in initial measurement, which are not regular happenings, it is to be officially recorded and signed between the Parties for attaching the same at the time of invoicing that item(s) against certified volume(s) in line with official record(s).
 - maintain construction design documentation at the site and record and notify all changes in design documentation and drawings and to advise and instruct the Subcontractor on it;
 - provide, if possible, power and water supply at site for construction purpose on chargeable basis, where unit charges will be fixed by the TANESCO and AUWSA for power and water, respectively;
 - provide all details of setting-out points and level bench marks to be used for the works;

- undertake to provide all relevant information and release drawings 'issued for construction' in good time before needed for any relevant section of the works according to the program of works as provided by the Subcontractor;
- indicate to the Subcontractor full details of all the priority schedule of different foundation and areas within the scope so that this may be incorporated in the Contract Time Schedule / Program for the works;
- supply to the Subcontractor (free of cost) all requirement of concrete at the site to the closest point of any specific day-pour in accordance with the Subcontractor's programme of works.
- provide to the Subcontractor (at the site location) all the requisite anchor / holding-down bolts and rails that are needed for the foundation works;
- provide all information for the activities within the scope as stated in BoQ. Any item which may be mentioned within the BoQ but does not get released for construction during the Contract period will be deemed as omitted and adjusted in the omission during final re-measurement;
- supervise performance of the site works continuously;
- execute payments of works to the Subcontractor as prescribed it in the Contract;
- take over executed works from the Subcontractor in a way that is prescribed in the Contract.

Article 5 – Subcontractor's Obligations and Responsibilities

5.1 All works at site to be carried out as per standard & specification of the Main Contract which forms a part of this Contract, as it already provided.

All the works at site are to be carried out as per instructions and satisfaction of the Contractor and the Customer representative.

Quality should be to the satisfaction of the Contractor and the Customer representative.

5.2 The Subcontractor represents and warrants the accuracy of any information or data provided to the Contractor for the purpose of entering this Contract.

5.3 The Contractor by this Contract commits Subcontractor for executing services stipulated in the Scope of Works (Article 3) as per detailed Time Schedule (Attachment 2) herewith attached (to be submitted by Sub Contractor), immediately upon the Contract signing by both Parties.

5.4 Unless specifically excluded in the Scope of Works (Article 3) Subcontractor shall, in accordance with the terms of this Contract and with due care and diligence, perform all tasks as per approved drawings in Scope of Works (Article 3), irrespective of whether the same is specified in this Contract or may reasonably be inferred from this Contract as necessary for the Subcontractor to achieve dates defined in the detailed Time Schedule (Attachment 2).

5.5 In addition, the Subcontractor shall be responsible for:

- Making of detailed Contract Time Schedule / Program for the works and Site Organization Chart in MS Office format, that will be approved by the Contractor within 10 days of contract signing, for the whole project in relevant phases, as per

availability of information on drawings and work fronts and time frame defined in the Contract;

The detailed Time Schedule / Program for the works shall include mobilization / demobilization plan of manpower, all equipment, tools, machinery, tackles, and accessories as per work sequences and fronts available to prevent any time loss due to late mobilization;

- Submission of the method statement and quality control plan in compliance with the Contractor documents provided, for approval before commencement of any work;
- All necessary scope related to survey works as per coordinates and benchmarks provided;
- Construction and continuous maintenance of site facilities required for regular execution of civil works (site office, toilet, storage, labor hutment, bar bending yard etc.) as per statutory norms;
- All scope related to transportation of manpower from/to site as per statutory norms;
- All scope related to transportation, loading, unloading and temporary storage of material at site as per statutory norms;
- Supply including the Customer approval for all construction materials (excluding concrete but including grout) with all relevant documents for acceptance / comments of the Customer and in accordance with approved material specification, as well as conducting of all relevant tests related to each work in accordance with the Contract requirements, along with report submission for approval;
- Scope of supply of batching plant concrete, as per the approved design will be the responsibility of the Contractor. However, reconciliation shall be made on the basis of certified quantity as per approved design & drawing by the Contractor with 2% accountable wastage + 0.5% unaccountable wastage.
- For items to be imported, all relevant documents are to be submitted and tests performed as per the Customer requirements;
- Supplying and backfilling including compaction of borrowed earth of approved quality for foundation pits whenever required as per requirements of approved drawings, specifications and BOQ;
- Deploying and maintaining complete administrative and technical supervision of complete works / materials, infrastructure, and labor force with adequate number of competent persons including persons for dealing with quality aspects; safety officer and watch guard are also to be deployed;
- Deployment of independent multiple teams for independent scope like buildings, 400kV tower foundations, 400kV equipment foundations, 220kV tower foundations, 220kV equipment foundations, 400kV transformer and reactor foundations, 220kV transformer and reactor foundations, chain link fence, cable trench, drain and other infrastructural works etc. including independent equipment setup required for specific purposes so that work can proceed parallel on all available fronts at all points of time and in accordance with the time schedule / program of works for contracted scope of works.

5.6 Besides other Subcontractor's obligations, arising from valid regulations for execution of contracted scope of works, the Subcontractor is especially obliged:

- To nominate a responsible Project / Site Manager within 7 (seven) days upon signing of the contract and to inform the Contractor in written about nomination;
- To keep safe all documentation necessary for execution of works;

- To hold a regular site coordination meeting with the Contractor site representatives at least once a day at the beginning; at the first meeting shall be mutually agreed form of the monthly, weekly, and daily site planning and report based on Contract Time Schedule / Program for the works;
 - To organize and provide, at his own expense, a self-protection equipment and insurance of his employees at site, tools, equipment and works, according to the rules and laws effective in Tanzania, as well as international rules and standards;
 - To install, at his own expense, all necessary means of warning signs and prohibitions specified in regulations of technical protection, all in accordance with Tanzania laws;
 - To execute contractual works in secure way, so they do not in any way jeopardize stability of neighboring buildings and installations; if any damage is done to the asset of any third party due to action taken during transportation or site execution, the Subcontractor shall be responsible for repairing the damage to the satisfaction of the owner without any financial implication to the Contractor and successful completion of the job.
 - To remove, at his own expense, all imperfections on executed works that could eventually be identified during execution of works or upon technical inspection and/or handover of works and the structure, within a completion period set by the Contractor's supervisory body;
 - To remove, at his own expense, all bad quality material and technological waste of the works from the site;
 - To clean up after work on daily basis debris and other unnecessary material from the area where he has executed the works;
 - To fulfill requirements of following documents (referred to Attachment 5):
 1. Quality Assurance / Quality Control Plan, issued by the Contractor,
 2. Environment, Health and Safety Management Plan, issued by the Contractor,
 3. Site Installation Plan issued by the Contractor.
- 5.7 If the Subcontractor, by his discretion and without the Contractor's request, incorporates materials of quality better than contracted, he does not have a right for additional compensation or price variation request.
- 5.8 If the Subcontractor delivers to the site materials and equipment inadequate to the prescribed conditions, he is obliged to remove it from the site upon Contractor's demand and without any price compensation for this works or deliveries.
- 5.9 Any site works during nighttime and holidays is strictly prohibited if there is no prior obtained written approval issued by the Contractor and the Customer representative at site.
- 5.10 The Subcontractor is not authorized, without the Contractor's / the Customer's approval, to award the execution of some works, which are the subject of this contract, to other people or any other company. The Subcontractor can award or conclude contracts with sub-contractors for the definite scope of works only with written approval from the Contractor / the Customer, therewith this conclusion of the contract cannot change price and obligations of the Subcontractor defined in this contract.

- 5.11 The Subcontractor is strictly prohibited, without the prior written consent of the Contractor, to neither disclose nor furnish to any third parties any drawings, specifications and data furnished by the Contractor for the implementation and performance of the works stipulated. In addition, the Subcontractor not publish nor release any publicity or public relation materials of any kind concerning or relating to this Contract without the prior written consent of the Contractor.

Article 6 – Contract Prices and Terms of Payment

- 6.1 The total price for satisfactory performance of Subcontractor's obligation under this Contract is on amount:

5,951,103,000.00 TZS

In words: five billion nine hundred and fifty-one million one hundred and three thousand Tanzanian shillings, only.

- 6.2 Contract for phase 1 of the project.
- 6.3 Since the Main Contract is VAT exempted, the Subcontractor is requested to provide proforma invoice covering the price for each phase of work covered, at least 1 (one) month prior to commencement of that phase, showing 100% value of the phase, VAT @ 18% of the value, addressed to Tanzania Electric Supply Company Ltd. (TANESCO) C/o Consortium Energoinvest EMC Ltd, signed and stamped to avail exemption from VAT.
- 6.4 The Subcontractor shall not be entitled to any sum to exceed the Contract Price, unless the Parties expressly agree otherwise, and such agreement has been incorporated into a duly executed amendment on this Contract.
- 6.5 The Contract Price including unit rates and quantities of approved BoQ for each item, once finalized, is fixed and no variation or extra claim will be entertained, unless there is error in BoQ measurement, missing item, or any official deviation at site with respect to approved drawing.
- Only we shall go on adding new scopes as per availability of approved drawings and BoQ and cost will be calculated by multiplying quantity of BoQ with prefixed unit rate (which will remain constant throughout the project). The price schedule of each subsequent item like any building, foundation etc. will be annexured to this single work order for the whole substation work.
- 6.6 The Subcontractor is deemed to have visited the site prior to finalization of his rates & acquainted himself about the prevailing / pre-existing / under proposal conditions of works at this particular site including rates of raw materials, borrow pits, labor charges, cost of tools and plant, cost of consumables, labor rates including cost of all statutory measures / payments, statutory laws of safety, cost of local transportation and in other incidental expenses as may be required for completion of all works pertaining to the Scope of Work. If there is any increase, decrease or variation in such rates / conditions, the price shall remain effective and unaltered.

For the avoidance of doubt, it is agreed that the unit rates will remain unaltered against each BoQ description as stated above however the total value of works will be

remeasurable against the BoQ and paid in accordance with the fixed unit rates as above and as remeasured quantity.

- 6.7 The Subcontractor shall submit invoices, with all appropriate supporting documentation, to the Contractor as defined in section 6.10.
- 6.8 So long as the Contractor is satisfied that each of the respective milestones, as defined in Sections 6.10 hereof have been completed and that the Subcontractor has provided the Contractor with all appropriate supporting documentation in relation to each invoice submitted, the Contractor shall affect the payment of each invoice submitted by the Subcontractor within 90 (ninety) days, according to the payment conditions from the Main Contract.
- 6.9 All payment as per price breakdown given in Attachment 1 of this Contract shall be paid in Tanzanian shillings (TZS) by bank transfer.
- 6.10 The milestones to which reference has been made above, and the amounts payable by the Contractor to the Subcontractor in respect of each milestone, once completed, are as follows:
- (i) **Twenty percent (20%) of the price**, according to the item 6.1 of this Contract, shall be paid as advance payment, within 7 days of this Contract being signed by both Parties and upon presentation of advance payment bank guarantee, whichever is later, issued by the Subcontractor. Advance payment bank guarantee shall be in the same form as it is provided in Attachment 6.
 - (ii) **Seventy percent (70%) of the Contract Price** shall be paid on actual site progress following under mentioned milestones, as follows:
 - Buildings
 - 25% of price on completion up to plinth level;
 - 25% of price on completion of all civil works up to roof including doors and windows;
 - 20% on completion of roof and floor including trenches;
 - 20% on completion of all finishes and service scopes;
 - 10% on completion of all other works to make the building complete in all respect.
 - 400kV Tower Foundations
 - 50% on completion of 50% of total number of foundations
 - 50% on completion of remaining 50% countwise
 - 250/250/85 MVA Autotransformer Foundations
 - 100% on completion of both Autotransformer foundations
 - 400 KV Shunt Reactor Foundations

- 100% on completion of all 60 MVAr (2 nos.) and 40 MVAr (2 nos.) 400 KV Shunt Reactor foundations
- All balance 400 KV Equipment Foundations
 - 100% on completion of all balance 400 KV Equipment foundations
- 220 KV Tower Foundations
 - 50% on completion of 50% of total number of foundations
 - 50% on completion of remaining 50% countwise
- 125/125/37.5 MVA Power transformer and 220 KV Shunt Reactor Foundations
 - 100% on completion of both 220 KV Power Transformer foundations as well as all 18.15 MVAr (3 nos.) 220 KV Shunt Reactor foundations
- All balance 220 KV Equipment Foundations
 - 100% on completion of all balance 220 KV Equipment foundations
- Chain Link Fence
 - 50% on completion of 50% of running metre as per BOQ
 - 50% on completion of remaining 50% running metre as per BOQ
- Outdoor Cable Trench
 - 50% on completion of total length of 400 KV Outdoor Cable Trench
 - 50% on completion of total length of 220 KV Outdoor Cable Trench
- Drain
 - 100% on completion of total scope
- Gravel Spreading
 - 40% on completion of 220 KV area
 - 60% on completion of 400 KV area
- All Other Miscellaneous Works
 - 100% on completion of total scope

- (iii) **Five percent (5%)** of the Contract Price according to the item 6.1 shall be paid within 90 (ninety) days after the Completion Certificate is issued and the Substation is ready to enter commercial service.
- (iv) **Five percent (5%)** of the Contract Price according to the item 6.1 shall be paid within 90 (ninety) days after the Operational Acceptance Certificate is issued.

Article 7 – The Performance Corporate Guarantee

Upon signing this Contract, the Subcontractor shall issue the Performance Corporate Guarantee in amount equal to ten percent (10%) of the Contract Price. The Performance Guarantee shall be valid for not less than the duration of the Defect Liability Period and shall be in accordance with the Main Contract requirements (Attachment 3, Article 3). Performance Guarantee shall be in the same form as that provided in Attachment 6.

Article 8 – Insurance

- 8.1 Without limiting his obligations and responsibilities from this Contract, the Subcontractor will, at his own expense, insure himself from all liability and for any damage of materials or physical damage, loss or injuries that might occur on the people or property and are ensued in period of duration of this contract.
- 8.2 The Subcontractor shall take out and maintain with a first-class insurance Tanzania Company adequate insurance to cover its liabilities under this Contract.
- 8.3 The Subcontractor shall indemnify and hold the Contractor harmless from any claim, demand, caused of action, loss expense or liability on account of injury to or death of his personnel.

Article 9 – Taxes and Registration Fees

- 9.1 All contracted prices are inclusive of all taxes / duties / royalties / statutory fees / statutory labour wages taxes and other costs except VAT, for which will be provided VAT exemption certificate.
- 9.2 5% withholding tax will be deducted from each bill as per rule of the country and necessary certificate will be furnished at proper time.
- 9.3 All prices are inclusive of compliance of labour related laws as prevailing to be observed and compliance made.
- 9.4 The Subcontractor agrees to pay all taxes for registration fees, insurance, etc. required as per the prevalent laws of Tanzania.

Article 10 - Handover and Acceptance of Constructed Structure and Final Quantities of Works

- 10.1 When all works from the subject of the contract are executed, the Subcontractor will be liable to prepare all quantity survey documents and to inform the Contractor about it, through mail or through defined correspondence, and will be authorized to request a handover of the final documentation for executed works.
- Representatives of the Contractor and the Subcontractor will carry out handover and acceptance of executed works.
- 10.2 Working hours of the Commission and time for elimination of defects are not considered a part of contracted deadline.
- 10.3 Handover is considered executed when authorized representatives of the Contractor and the Subcontractor confirm in minutes that all identified defects are removed.
- Minutes of the handover of the finished structure will be made, and they will involve information stating if the Subcontractor executed his obligation in sense of scope, type, and quality of work, used materials, and regarding the deadlines for execution.
- 10.4 After completion of works, the Subcontractor shall be liable to withdraw from the site his workers, to remove remaining material, equipment and means of labor, temporarily built structures, and to clean the site.
- The Subcontractor stays in obligation to carry out elimination of eventual imperfections in deadlines defined by the Commission for technical control and approval of use.

Article 11 – Guarantee Period & Defect Liability Period

- 11.1 The Subcontractor is responsible for quality of executed works upon this Contract, in all according to the Rules of Profession, and is obliged to remove in guaranteed deadline all defects, which might occur because of bad materials or equipment or inexpert work, herewith that he answers to the Contractor's written demand in deadline of 7 (seven) days from when it's made.
- 11.2 If the Subcontractor does not remove defects in an appropriate deadline, the Contractor is authorized to remove defects by himself or through other and at the Subcontractor's expense.
- 11.3 The guarantee period for civil works is being the subject of this Contract and shall be (12) twelve months from the date of Operational Acceptance of the Facilities (the »Defect Liability Period«). These warranties cover all materials used by the Subcontractor and their installation at site. If any defect is uncovered within the Defect Liability Period at site, the Contractor shall promptly notify the Subcontractor, in writing, of the nature of the defect. The Subcontractor shall be entitled to inspect the defect and, assuming that the defect is covered by one of the warranties and that the Contractor notified the Subcontractor of the defect within the appropriate Defect Liability Period, the Parties shall then agree upon a reasonable time frame within which the necessary repair work shall be completed. Irrespective of the agreed time frame within which the repair work is to be completed, repair work in respect of any given at the site shall commence within (15) fifteen days of the Contractor providing the Subcontractor with written notice of that defect.

- 11.4 In the event that the Subcontractor is delayed in carrying out the repair work necessary to rectify the defect by reason of force major or other delays outside the control of the Subcontractor, then the Defect Liability Period shall be extended for a period equivalent to such delay.

Article 12 – Force Major and other Unforeseen Delays

This article is in accordance with the Main Contract provisions (Attachment 3 / Articles 6.7 & 6.8).

Article 13 – Time Schedule & Penalties (Delay Damages)

- 13.1 Total work – as stated in the Article 3 – Scope of Works is to be completed by 25.02.2022 or 126 weeks from contract works commencement – whichever is the later. Detailed Time Schedule / Program of Work, made by the Subcontractor and approved by the Contractor, based on next mandatory sequence:

1st phase – released immediately for construction: control building, 400kV tower and equipment foundations, guard house, chain link fence;

2nd phase – 400kV transformer and reactor foundations

is given in Attachment 2. Scopes under subsequent phases will be intimated well in advance for the purpose of planning and mobilization, to complete all works described under Scope of Works (Article 3).

- 13.2 No compensation towards idling or on account of delay caused by the Subcontractor shall be paid.
- 13.3 In the event of a delay in the completion schedule as above, for which the reasons are solely attributable to the Subcontractor, penalty shall be imposed on the Subcontractor 0.025% (zero point zero twenty five percent) per working day of delay, subject to a maximum of 5% (five percent) of the total contract price.
- 13.4 In the event of a delay in the completion schedule as above, for which the reasons are not attributable to the Subcontractor, extension of time costs shall be reimbursed to the Subcontractor 0.025% (zero point zero twenty five percent) per working day of delay, subject to a maximum of 5% (five percent) of the total contract price.

Article 14 – Supervision during Construction at Site

- 14.1 The Contractor will carry out a permanent quantity survey of the Subcontractor's works and hereby he will control quality of works, as well as dynamics of works.

The survey will be carried out through the site supervisory body, which will be named by the Contractor.

To professional survey, the Contractor has a right to access the site, workshops, and spaces of storage of the Subcontractor's material.

14.2 The Customer can appoint supervision of the design and quality of works at the site as well.

The Subcontractor must allow for unobstructed surveillance by the Contractor and the Customer to act according to written directives, all objections, and requests of the supervisory body, which will be recorded in the builder's diary. For that purpose, depending on situation, the Subcontractor will act immediately to make repairs or to re-execute works, to replace supplied or installed material and equipment or to accelerate execution of works, at his expense.

Article 15 – Suspension by the Contractor

15.1 Without prejudice to any other rights and remedies available to it, the Contractor may by written notice to the Subcontractor, suspend for a specified period, in whole or in a part, payments to the Subcontractor or the Subcontractors obligation to continue to provide services under this Contract, if, in the Contractor's sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful performance of the Subcontractors obligations under this Contract, the progress of the works or the accomplishment or the purpose thereof, and/or
- (b) the Subcontractor commits a material breach of any of the terms and conditions of this Contract.

15.2 The term of this Contract shall be extended by the Contractor for a period equal to any period of suspension, taking into account any conditions, which may cause the time for completion of works to be different from the period of suspension.

Article 16 – Termination by the Contractor

16.1 In case of under performance or nonperformance in any or all the work fronts, the Contractor reserves the right to terminate the affected or all works within 21 days of effective under performance or nonperformance with reference to approved time schedule.

16.2 Should the Subcontractor be adjudged bankrupt or be liquidated or become in the view of the Contractor, insolvent or should the Subcontractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Subcontractor, the Contractor may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Subcontractor shall immediately inform the Contractor of the occurrence of any of the above events.

Article 17 - Settlement of Disputes

Any dispute, controversy or claim arising in connection with this Contract, or the breach, termination or invalidity thereof shall be resolved in accordance with the provisions of the Attachment 5, General Conditions of Main Contract.

Article 18 – Effective Date

This Contract shall become effective at such time as this Contract has been signed by both Parties.

Article 19 – Commencement Date

Commencement Date will be effective after completion of following conditions:

- a) Site handover within 7 days from the date of signing of this Contract
- b) Issuing and submission of the Advance and Performance Guarantee by the Subcontractor.

Article 20 – Communications and Notices

20.1 Submission of Notices to Contractor

All notices and significant communications shall only be deemed to have been received by the Contractor providing they have been reduced to writing, addressed, and sent to the Contractor as set forth below:

Consortium Energoinvest EMC Ltd
Project Office Tanzania
5th Floor MAFAO House
NSSF Building Plot No.1
Old Moshi Road
PO BOX 2317
Arusha, Tanzania

20.2 Contract Reference

The entire Subcontractor's communications and notices to the Contractor in conjunction with this Contract must clearly state the Contract reference as follows:

Contract No. 96150/BTS/01

Article 21 – Application Law

This Contract shall be interpreted, construed, and governed by the Law of the United Republic of Tanzania.

Article 22- Final Provision

22.1 This Contract is made in two (2) identical copies at English language and each contracting party retains one (1) copy.

22.2 This Contract may be changed or amended only in written form, with agreement give from both signatories.

DATE: 10^h July 2020

**TO: THE PROJECT MANAGER,
CONSORTIUM ENERGOINVEST EMC LTD,
5TH FLOOR MAFAO HOUSE, NSSF BUILDING
OLD MOSHI ROAD, ARUSHA.**

Dear Sir/Madam

~~REF: BREEZTEK TECHNOLOGIES LIMITED~~

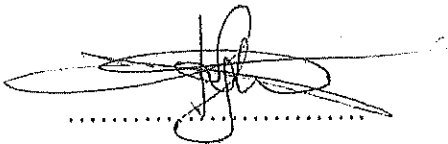
We confirm that Breeztek Technologies Company Limited enjoys sizeable Banking facilities with us in support of their business operations.

Breeztek Technologies Company Limited is our reputed customer and has fulfilled all its financial Obligations/commitments to date. In our opinion, the Company and its Directors are credit worthy and of high Integrity. Based on the good business relationship, we are ready to continue supporting Breeztek on their financial needs as per our credit policy requirements.

This information is provided to you without recourse.

Yours faithfully,

FOR: UNITED BANK FOR AFRICA (T) LTD



**Dominick Timothy
Head, Public Sector**



**Lightness Gidale
Relationship Officer**

