

Original.

# NATIONAL MUSEUM OF TANZANIA



CONTRACT

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

M/s TOYOTA TANZANIA LIMITED

FOR

SUPPLY OF EXHIBITION VAN

CONTRACT No. PA/062/2021-2022/HQ/TCRP/G/13

National Museum of Tanzania,  
P.O. Box 511,  
DAR ES SALAAM

JANUARY, 2022

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1. FORM OF CONTRACT



This Contract, made the .....<sup>21<sup>st</sup></sup>.....day of .....<sup>FEBRUARY,</sup>....., 2022

BETWEEN

**The National Museum of Tanzania** (hereinafter called "**the Purchaser**") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam

AND

**M/s Toyota Tanzania Ltd**, Dar es Salaam (hereinafter called "**the Supplier**") with physical address No.5 Nyerere Road , Dar Es Salaam. Having Postal Address P. Box 9060, Dar Es Salaam.

**WHEREAS**

The Purchaser is desirous that the Supplier execute Contract No. PA/062/2021-2022/HQ/TCRP/G/13 for **Supply of Exhibition Van** (hereinafter called "the Goods") and the Purchaser has accepted the Tender by the Supplier for the execution and completion of deliveries and the remedying of any defects therein at a **Contract Price** of T. Shs 145,540,367.43 (Tanzanian Shillings: **One Hundred Forty Five Million, Five Hundred Forty Thousand, Three Hundred Sixty Seven and Forty Three Cents Only**), all taxes inclusive, under delivery period of one (1) month and warranty period of three (3) years.

NOW THEREFORE it is hereby agreed between the parties as follows: -

## **ARTICLE I DEFINITION**

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.

## **ARTICLE II OBLIGATION OF THE SUPPLIER**

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the deliveries and remedy any defects therein in conformity in all respects with the provisions of the Contract.

## **ARTICLE III OBLIGATION OF THE PURCHASER**

The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the deliveries and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

## **ARTICLE IV THE CONTRACT**

The following documents attached herewith as Annexure, shall be deemed to form and be read and construed as part of this Contract, but in case of discrepancy the priority of the documents shall be as follows:

1. Form of Contract
2. Letter of Award / Acceptance
3. Contract Negotiation Minutes
4. Bid Form
5. Special Conditions of Contract
6. General Condition of Contract
7. Specifications and Priced Schedule of Requirement
8. Supplier's Qualification Information

**ARTICLE V  
EFFECTIVE DATE**

This Contract for Supply of Exhibition Van at a Contract Price of T. Shs 145,540,367.43 (Tanzanian Shillings: One Hundred Forty Five Million, Five Hundred Forty Thousand, Three Hundred Sixty Seven and Forty Three Cents Only), all taxes inclusive, under delivery period of one (1) month and warranty period of three (3) years to be executed by M/s Toyota Tanzania Ltd shall come into force on the date signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in their respective names and delivered:

**FOR THE NATIONAL MUSEUM  
OF TANZANIA ("THE PURCHASER")**

Name: Joyce Mkenya  
Signature: [Signature]  
Designation: Ag Dlt  
Date: 21/02/2022

Stamp

**IN WITNESS OF THE PURCHASER**

Name: MIBORA M. SIKAWA  
Signature: [Signature]  
Designation: HLS  
Date: 21/02/2022

**FOR TOYOTA TANZANIA LTD ("THE SUPPLIER")**

Name: Dejay James  
Signature: [Signature]  
Designation: Area Manager  
Date: 21/02/2022

Stamp

**IN WITNESS OF THE SUPPLIER**

Name: DENIS MIBAZO  
Signature: [Signature]  
Designation: SALES EXECUTIVE  
Date: 21/02/2022



[Handwritten mark]

[Handwritten mark]

2. LETTER OF AWARD/ACCEPTANCE

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THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF NATURAL RESOURCES AND TOURISM  
NATIONAL MUSEUM OF TANZANIA



*In reply please quote:*

25<sup>th</sup> January, 2022

Ref. No. CDA.286/436/01/181

M/s Toyota (T) Ltd,  
P.O Box 9060,  
DAR-ES-SALAAM

**RE: AWARD TO YOU OF A CONTRACT FOR SUPPLY OF EXHIBITION VAN**

Please refer to the above mentioned subject.

Following your approval through Circular Resolution No.14/2021/2022 of 24/01/2022; I am pleased to inform you that you have been awarded a Contract for Supply of Exhibition Van at a Contract Sum of T.Shs.145,540,367.43 (Tanzanian Shillings: One Hundred Fourty Five Million, Five Hundred Fourty Thousand, Three Hundred Sixty Seven and Fourty Three Cents Only) VAT inclusive, under a delivery period of One (01) month.

Thank you for your cooperation.

Mawazo R. Jamvi  
Ag. Director General

# TOYOTA TANZANIA LTD

No.5 Nyerere Road, Dar es Salaam, Tanzania  
(255) 411 266666  
info@toyotatz.com  
www.toyota.co.tz



**Ref. No. SLS/SD/2022/11 /JJ**

1<sup>st</sup> February 2022

Chief Executive,  
National Museum of Tanzania,  
P. O. Box 511,  
Dar es Salaam.

Dear Sir/Madam

**RE: ACCEPTANCE ON NOTIFICATION OF AWARD**

We thank you for your Letter Ref. No. CDA.286/436/01/181 dated 25<sup>th</sup> January 2022 on the above subject.

We confirm that the Bid Price is Tshs. 145,540,367.43 / **Cab and chassis Only** = inclusive of all Taxes and Local Charges.

The vehicle (**Cab and chassis without body**) will be supplied within a period of Thirty (30) days from the date of contract signing with full payment in advance, subject to units remaining in stock unsold, completion of custom clearance and registrations formalities.

Please proceed with the preparation of the Draft Contract which should be availed to us for our perusal before signing of the Contract Agreement by both parties.

Yours faithfully

**TOYOTA TANZANIA LIMITED**

  
NOAH WILLIAM KADIVA  
GENERAL MANAGER



3. NEGOTIATION MINUTES

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MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING BETWEEN NATIONAL MUSEUM OF TANZANIA (NMT) AND TOYOTA (T) LTD ON SUPPLY OF UNDER TCRP HELD ON 27/01/2022 AT PMU-OFFICES

**Attendance:**

1. Anamery Bagenyi	-Chairperson	-NMT
2. Daniel B. Ruta	-Secretary	-NMT
3. Kirondera Nyabuyenze	-Secretariat	-NMT
4. Celina Mabulla	-Secretariat	-NMT
5. Bryan James	-Member	-TOYOTA (T) LTD
6. Denis R. Mbacho	-Member	- TOYOTA (T) LTD

Item	Description	Action by
0.0	<p><b>Agenda</b></p> <ol style="list-style-type: none"> <li>1. Opening of the Meeting and Introduction</li> <li>2. Confirmation of the Agenda</li> <li>3. Contract Format</li> <li>4. Confirmation of Schedule of Requirement &amp; Contract Sum</li> <li>5. Pre- Delivery inspection &amp; Delivery time</li> <li>6. Warranty Period</li> <li>7. Payment Terms</li> <li>8. Any Other Business (AOB)</li> <li>9. Closing the Meeting</li> </ol>	NMT/ TOYOTA (T) LTD
1.0	<p><b>Opening and Introduction</b></p> <p>The Chairman opened the meeting at <b>11.00</b> hrs local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members. He gave some few briefs regarding the overall objective of the meeting and what was expected from the two parties.</p>	NMT/ TOYOTA (T) LTD
2.0	<p><b>Confirmation of the Agenda</b></p> <p>The Chairperson of the Pre-Contract negotiation meeting asked the representative from the Supplier's side if they had any additional agenda apart from those presented by NMT, but they had nothing to add. Thereafter, members of the Pre-Contract negotiation meeting adopted the proposed Agenda as tabled.</p>	NMT/ TOYOTA (T) LTD

Item	Description	Action by
3.0	<b>Contract Format</b> The submitted format by the Employer was accepted by both parties.	NMT/ TOYOTA (T) LTD
4.0	<b>Confirmation of Schedule of Requirement &amp; Contract Sum</b> The Scope of Supply was confirmed to be a Vehicle Hino 500GVW 9.94t with all other parts except the body parts. It was confirmed that the Contract Sum is T.Shs. <b>145,540,367.43 (Tanzanian Shillings: One Hundred Fourty Five Million, Five Hundred Fourty Thousand, Three Hundred Sixty Seven and Fourty Three Cents Only)</b> VAT inclusive.	NMT/ TOYOTA (T) LTD.
5.0	<b>Pre- Delivery inspection &amp; Delivery time.</b> It was agreed by the Meeting that Pre- Delivery inspection exercise will be carried out within one week after signing a Contract and will be followed by delivery within two weeks from inspection date.	NMT/ TOYOTA (T) LTD
6.0	<b>Warranty Period</b> The Warrant period is as provided in the Bidder's submission, hence 36 months from delivery time	NMT/ TOYOTA (T) LTD
7.0	<b>Payment Terms</b> The Supplier insisted that it is their condition to be paid by 100% Contract Price before delivery is effected. He assured the meeting that the Vehicle in question is in stock. Therefore, after inspection, the vehicle will have to be paid for and be delivered. As to affirm Seller's commitment, an Official written Commitment will be provided before payment is made.	NMT/ TOYOTA (T) LTD
8.0	<b>AOB</b> There were no Any Other Business	NMT/ TOYOTA (T) LTD
9.0	<b>Closure of the Meeting</b> The Chairperson closed the meeting at 12:10 hrs local time by the thanking all members for their active participation.	NMT/ TOYOTA (T) LTD

Bi Anamery Bagenyi

.....  .....

**For: NMT**

Date: 21 / 02 / 2022

Mr. Bryan James

.....  .....

**For: M/s TOYOTA (T) Ltd**

Date: 21 / 02 / 2022

4. BID FORM

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# TOYOTA TANZANIA LTD

No.5 Nyerere Road, Dar es Salaam, Tanzania  
(255) 411 266666  
info@toyotatz.com  
www.toyota.co.tz



# TOYOTA

## QUOTATION SUBMISSION FORM

Date: 14.01.2022

DIRECTOR GENERAL,  
NATIONAL MUSEUM OF TANZANIA,  
P. O. BOX 51106,  
DAR ES SALAAM..

We agree to supply the goods specified in the Schedule of Requirement and prices of the Motor Vehicle for QUOTATION NO.PA/062/2021-2022/HQ/TCRP/G/10.

**Lot No. 1: 1 Unit Hino 500 GVW 9.94t**

In accordance with the attached with the Conditions of Contract accompanying this Tender for the Contract Price of (TSHS. 145,540,367.43) **Tanzanian Shillings One Hundred Forty Five Million Five Hundred Forty Thousand Three Hundred Sixty Seven and Forty Three cents Only.**

We also offer to deliver the said goods within the period of 30 days from the date of contract signing and payment as well as subject to completion of customs clearance and registration formalities.

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.

Authorized Signature: \_\_\_\_\_

Name: KADIVA NOAH WILLIAM

Title of Signatory: GENERAL MANAGER.

Date: 19.01.2022

Name of Tenderer: TOYOTA TANZANIA LIMITED.

Address: P. O. Box 9060 DAR ES SALAAM.



Handwritten mark/initials in blue ink.

Handwritten mark/initials in blue ink.

5. SPECIAL CONDITIONS OF CONTRACT



The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract except where otherwise indicated.

SCC Clause	GCC Clause	Description
1.		<p>The Purchaser is <b>THE NATIONAL MUSEUM OF TANZANIA</b> (hereinafter called "the Purchaser") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam</p> <p>The Contract Supervisor is: <b>Director of Museum and House of Culture</b></p> <p>The name and identification number of the Contract is No. <b>PA/062/2021-2022/HQ/TCRP/G/14</b></p> <p>The goods consist of: <b>Supply Of Exhibition Van as detailed in Specifications and Priced Schedule of Requirement.</b></p> <p>The Commencement Date: <b>After Signing of Contract</b></p> <p>The Intended Completion Date: <b>30 days</b></p> <p>The following documents also form part of the Contract in the order of priority as follow:</p> <ol style="list-style-type: none"> <li>1. Form of Contract</li> <li>2. Letter of Award/ Acceptance</li> <li>3. Contract Negotiation Minutes</li> <li>4. Bid Form</li> <li>5. Special Conditions of Contract</li> <li>6. General Condition of Contract</li> <li>7. Specifications and Priced Schedule of Requirement</li> <li>8. Supplier's Qualifications Information</li> </ol> <p>The Site is located at <i>National Museum of Tanzania HQ.</i></p>
2.	7	Inspection: Goods delivered shall be inspected by inspection committee as to determine their suitability before being accepted and the inspection report be issued for supporting payments.
3.	15.4	The currency shall be in Tanzanian Shillings.
4.	22	<p>(i) The amount of liquidated damages per day shall be <i>0.1 percent of the Contract Price.</i></p> <p>(ii) The maximum amount of liquidated damages is shall be 10% of the contract price.</p>
5.	27.1	Where the two parties fail to resolve amicably dispute arising from this Contract by mutual consultation, they shall appoint an Adjudicator who shall be accepted and be paid his fee by both parties for adjudication assignment before proceeding to full arbitration if this adjudication stage fails.
6	29	The Language of the Contract documents shall be English.
	30	The applicable laws in this Contract shall be Tanzanian Laws

6. GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS

### Definitions

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

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

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

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

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

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

### 2.0 Eligibility

2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.3 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a

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

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

### **3.0 Standards**

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

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

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

### **5.0 Patent Rights**

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

### **6.0 Performance Security**

6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.

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

## 7.0 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 8.0 Packing

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

## 9.0 Delivery and Documents

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

## 10.0 Insurance

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

## 11.0 Transportation

11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.

11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 12.0 Incidental Services

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

## 13.0 Spare Parts

13.1 If specified in the Local Purchase Order, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

## 14.0 Warranty

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

- 14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **15.0 Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

#### **16.0 Prices**

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

## 17.0 Change Orders

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

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

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

## 18.0 Contract Amendments

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

## 19.0 Assignment

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

## 20.0 Sub-contracts

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

## 21.0 Delays in the Supplier's Performance

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## 22.0 Liquidated Damages

- 22.1 Subject to GCC Clause 24 and if stated in the Local Purchase Order if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Local Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Local Purchase Order. If the maximum is reached the Purchaser may terminate the contract pursuant to GCC Clause 23.

## 23.0 Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.



- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

#### 24.0 Force Majeure

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

## **25.0 Termination for Insolvency**

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

## **26.0 Termination for Convenience**

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

26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## **27.0 Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no

arbitration in respect of this matter may be commenced unless such notice is given.

- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the Supplier any monies due the Supplier.

## 28.0 Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29.0 Governing Language

- 29.1 The Governing Language shall be English.

**30.0 Applicable Law**

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

**31.0 Notices**

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

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

**32.0 Taxes and Duties**

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

**33.0 Change of Laws and Regulations**

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

7. SPECIFICATIONS/PRICED SCHEDULE OF REQUIREMENT



# TOYOTA TANZANIA LTD

No.5 Nyerere Road, Dar es Salaam, Tanzania  
 (255) 411 266666  
 info@toyotatz.com  
 www.toyota.co.tz



# TOYOTA

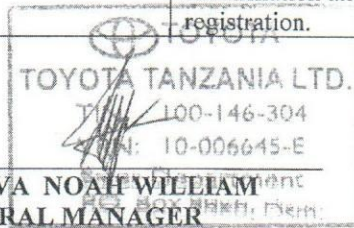
## SCHEDULE OF REQUIREMENTS AND PRICES

Item	Description of Goods	Units	Qty	Amount (Tshs)	Warranty Period
1	Hino 500 GVW 9.94t	Ea	1	Unit Price Tshs. 123,339,294.43  and VAT of Tshs. 22,201,073/=	100,000 Km or 3 Years whichever comes first.
<b>Total Amount for Supply of Goods excluding VAT</b>				<b>Tshs. 123,339,294.43</b>	
Add VAT (18%)				<b>Tshs. 22,201,073/=</b>	
<b>Total Amount for Supply of Goods (Including VAT)</b>				<b>Tshs. 145,540,367.43</b>	

Total Amount in Tshs (in words)	<b>Tanzanian Shillings One Hundred Forty Five Million Five Hundred Forty Thousand Three Hundred Sixty Seven and Forty Three cents Only (TSHS. 145,540,367.43/= inclusive of all Taxes.</b>
The delivery offered is:	<b>[Within 30 DAYS ]</b> from date of contract signing and payment confirmation and completion of customs clearance formalities and registration.

SIGNATURE: \_\_\_\_\_

**KADIVA NOAH WILLIAM**  
**GENERAL MANAGER**  
**TOYOTA TANZANIA LIMITED.**



# TOYOTA TANZANIA LTD

No.5 Nyerere Road, Dar es Salaam, Tanzania  
(255) 411 266666  
info@toyotatz.com  
www.toyota.co.tz



PFI No: PFI/NR/012944(R)(R)(R)  
Date: 14/01/2022

**The National Museum of Tanzania**  
**P.o Box 51106 Dar es salaam**  
**Dear Director General ,**

In response to your inquiry for **Hino 500 GVW 9.94t**, we have pleasure in quoting as per specifications and terms and conditions attached.

Description	Qty	Price TSHS
Hino 500 GVW 9.94t		125,815,166.00
Discount		-2,475,871.58
<b>Unit Price</b>		<b>123,339,294.43</b>
<b>Total Unit Price (VAT Exclusive)</b>		<b>123,339,294.43</b>
<b>Total Unit Price (VAT Exclusive) * Quantity</b>	1	<b>123,339,294.43</b>
<b>VAT</b>		<b>22,201,073.00</b>
<b>Total Price (VAT Inclusive)</b>		<b>145,540,367.43</b>

Please note the following;

**Availability:** In stock ,subject to remaining unsold  
**Color:** White  
**Validity:** This Proforma Invoice is valid for a period of 45 days from the date of issue.  
**Delivery:** Price quoted is subject to Dar es salaam delivery.  
**Payment:** Kindly remit payments in the respective currency of choice, Toyota Tanzania Limited will not accept any responsibility or liability regarding any currency exchange losses. For other terms and conditions of sale please see overleaf.  
**Warranty:** 24 months / 100,000 kms (whichever comes first).

**Documents:** TIN Certificate and for customers who are tax exempted, are to provide exemption documents prior to clearance.


**Bank Details**  
**A/C. Name:**  
**A/C. Number:**  
**Bank:**  
**Branch Name:**  
**Swift code:**

TSHS ACCOUNT
Toyota Tanzania Limited
0104005467600
STANDARD CHARTERED BANK (T) LTD
INTERNATIONAL HOUSE
SCBLTZX

(Kindly refer the proforma number in all correspondence and when remitting payments)

We thank you for choosing Toyota Tanzania Limited, In case of any queries, please do not hesitate to get in touch with us.

For Toyota Tanzania Limited,

  
**TOYOTA TANZANIA LTD.**  
TIN: 100-146-304  
VRN: 10-005645-E  
Sales Department  
Kadiva Noah William  
General Manager

# TOYOTA TANZANIA LTD

No.5 Nyerere Road, Dar es Salaam, Tanzania  
(255) 411 266666  
info@toyotatz.com  
www.toyota.co.tz



## TOYOTA

### TECHNICAL SPECIFICATIONS FOR EXHIBITION VAN QUOTATION NO. PA/062/2021-2022/HQ/TCRP/G/10

1.0 Exhibition Van-HINO 500 GVW 9.94T

Quantity: 1 unit HINO 500 FC 1017

S/N	Description	Hino 9.94ton specifications
1.1	General	Brand new,
1.2	Main Dimensions	<ul style="list-style-type: none"><li>Gross weight 9,940 kg</li><li>Wheelbase 4,990mm</li><li>Overall Height 2,470mm</li><li>Overall width 2,175mm</li><li>Overall length 8480 mm</li><li>Cargo body Length 22ft mm</li></ul>
1.3	Engine	<ul style="list-style-type: none"><li>Diesel engine</li><li>4 strokes</li><li>5 cylinders in line</li><li>Water cooled.</li><li>Displacement 6634cc</li><li>Developing 170HP</li></ul>
1.4	Transmission	<ul style="list-style-type: none"><li>Two-wheel drive</li><li>5 speeds manual and 1 reverse</li></ul>
1.5	Steering	<ul style="list-style-type: none"><li>Right hand drive</li><li>Power assisted</li></ul>
1.6	Brake System	<ul style="list-style-type: none"><li>Air over hydraulic, dual circuit, two leading shoes for front and rear,</li></ul>
1.7	Suspension	<ul style="list-style-type: none"><li>Front -Semi elliptical leaf springs front and rear with shock absorbers</li><li>Rear- semi elliptical main and auxiliary leaf springs</li></ul>
1.9	Fuel Tank Capacity	200 litres
1.10	Wheel and Tires	<ul style="list-style-type: none"><li>8.25R16-14, Real dual</li><li>6 study disc wheel</li></ul>
1.11	Accessories	Electronically tuned radio AM/FM and DVD Player, spare tire, jack, wheel spanner, and operator's manual in English



SA

B



# The Global Brand for all Customers

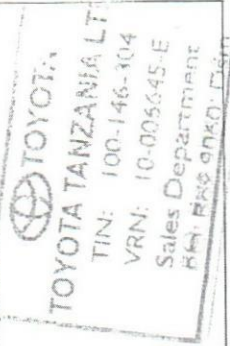


Proven quality, durability and reliability, combined with class leading chassis versatility, Hino's 500 Series remains the medium duty truck of choice for operators around the world.

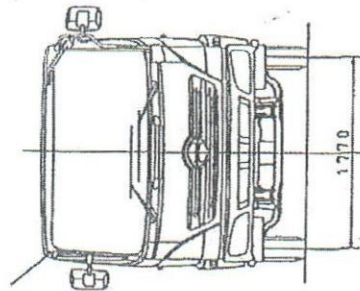
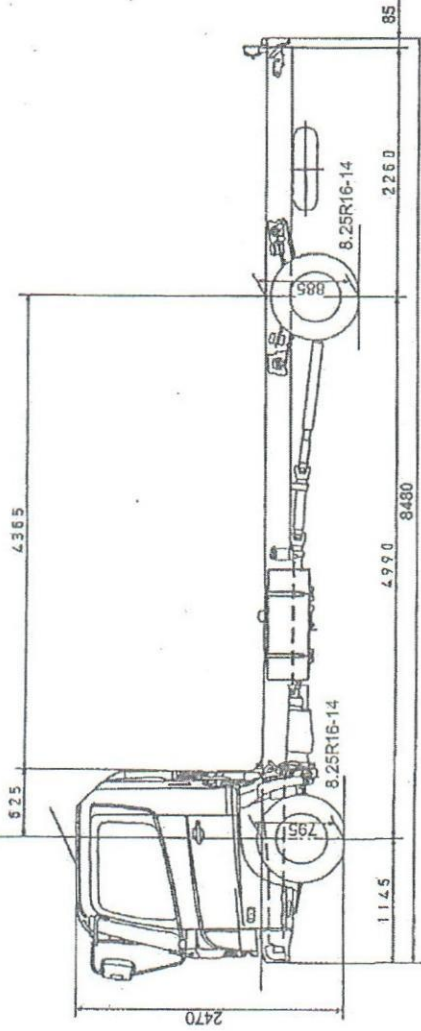
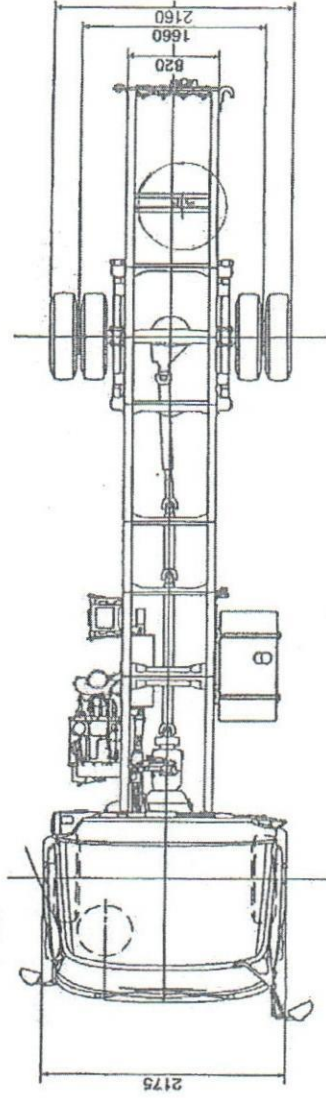
## SPECIFICATIONS

<b>MODEL</b>	<b>HINO FC3JLPA (4*2, Right-hand drive)</b>	
<b>SPEC NO:</b>	SA-FC393A	
<b>DRWG NO:</b>	CDRFC367A	
<b>DIMENSION:</b>		
Over length (mm).....	8,480	
Over width (mm).....	2,175	
Overheight (mm).....	2,470	
wheelbase (mm).....	4,990	
<b>MASS:</b>		
Chassis mass, total kg.....	3,280 * Including spare tire	
Chassis mass, front kg.....	2,090	
Chassis mass, rear kg.....	1,190	
<b>PERFORMANCE</b> (at G.V.M Rating)		
Max speed(km/h).....	103	
Gradeability tan θ (%).....	36.9	
<b>CAPACITY</b>		
Unit: Kg		
	FRONT	REAR
Permissible axle capacity	3,600	7,000
Tire capacity	3,420	6,520
G.V.M rating		9,940
<b>ENGINE</b>	<b>HINO J07C-B (Euro-1)</b>	
	Diesel, 4-cyl., vertical, 5-cyl. in-line, overhead camshaft, water-cooled, direct injection type	
Max. output	JIS GROSS; 121 kW (165 PS) at 2,900 r/min	
	ISO NET; 115 kW (156 PS) at 2,900 r/min	
Max. torque	JIS GROSS; 451 N•m (46.0 kgf•m) at 1,500 r/min	
	ISO NET; 443 N•m (45.2 kgf•m) at 1,500 r/min	
Max. engine speed	3,100 r/min	

<b>CLUTCH</b>	Dry, single plate, with damper springs, hydraulic control
<b>TRANSMISSION</b>	LF05S, 5-speed, direct-drive, synchromesh 2nd-5th Gear ratio 1st 7.462 : 1 - 5th 1.000 : 1
<b>REAR AXLE</b>	Full-floating, single reduction, single-speed by hypoid gears Gear ratio 4.625 : 1
<b>FRONT AXLE</b>	Reversed Elliot, "I" section beam
<b>SERVICE BRAKE</b>	Air over hydraulic, dual circuit, two leading shoes for front and rear wheels
<b>PARKING BRAKE</b>	Internal expanding, acting on transmission output shaft
<b>STEERING</b>	Recirculating ball with hydraulic booster
<b>SUSPENSIONS</b>	Front Semi-elliptic leaf springs with shock absorbers Rear Semi-elliptic main and auxiliary leaf springs
<b>WHEELS AND TIRES</b>	Wheels 6-stud disc wheel (JIS type) Tires 8.25R16-14 7-number (including one spare tire)
<b>FUEL TANK</b>	200 L
<b>CHASSIS FRAME</b>	Ladder-shaped, channel section side rails
<b>CAB</b>	Forward control, all steel welded construction
<b>AIR CLEANER</b>	Dual paper element, stack type air intake
<b>ELECTRICAL</b>	Batteries 12 V x 2, series-connection 65 A•h (234 kC) at 20-hour rate Alternator 24 V - 50 A
<b>DISPLACEMENT</b>	6.634L
<b>POWER STEERING</b>	Standard
<b>AIR CONDITIONER</b>	Standard
<b>AUDIO</b>	Radio/CD
<b>SEAT CAPACITY</b>	3



Specifications shown above are for RHD models only



TOYOTA  
 TOYOTA TANZANIA LTD.  
 TIN: 100-146-304  
 VRN: 18-006645.F  
 Sales Department  
 P.O. Box 91241, Dar es Salaam

MODEL

HINO FC3JLPA CHASSIS

DRAWING No. CDRFC367A

-ANX

8. SUPPLIERS'S QUALIFICATION INFORMATION/LEGAL DOCUMENTS

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6



# AFRICA MOBILITY SOLUTIONS

A Toyota Tsusho Group Company

## LETTER OF AUTHORISATION

Date: 10 January 2022

NATIONAL MUSEUM OF TANZANIA

**REF Number: PA/062/2021-2022/HQ/TCRP/G/10**

DIRECTOR GENERAL  
NATIONAL MUSEUM OF TANZANIA  
DAR ES SALAAM  
TANZANIA

Whereas **AFRICA MOBILITY SOLUTIONS (PTY) LTD** who are established and reputable Distributors of **HINO products in Sub-Sahara Africa** do hereby authorize Toyota Tanzania Limited of 5 Nyerere Road, Dar es Salaam to submit a bid and subsequently negotiate and sign the Contract with you against **Reference: PA/062/2021-2022/HQ/TCRP/G/10** for the below mentioned goods supplied by us.

<u>Goods</u>	<u>Description</u>	<u>Qty</u>
HINO 500 SERIES 1017 (FC3JLPA-ANX)	Chassis with mobile exhibition van conversion	1

Yours faithfully

for Africa Mobility Solutions (Pty) Ltd

Mr. Graeme Jackson  
Regional Manager  
Equipment Division

AFRICA MOBILITY SOLUTIONS (PTY) LTD  
Registration Number: 2018 / 037229 / 07; Vat Reg.no 4260282589  
6<sup>th</sup> Floor, Alrium on 5<sup>th</sup>, Corner Maude & 5<sup>th</sup> Street, Sandton, 2146, South Africa