

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM

NATIONAL MUSEUM OF TANZANIA



**CONTRACT NO. PA/062/2021-2022/ HQ/TCRP/NCS/08 FOR THE PROVISION OF
SEMI AND UNSKILLED LABOURS AT MIKINDANI (PRISON AND GATI)**

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

JACKS GENERAL SUPPLY LTD

Jan, 2022

Local Purchase Order for Procurement of Non Consultancy Services

Quotation No: PA/062/2021-2022/HQ/TCRP/N/1


*The Provision of Semi and Unskilled labor Services for Mikindani Prison and Gati
Renovation*

JACKS GENERAL SUPPLY LTD
P.O.BOX 977
MTWARA

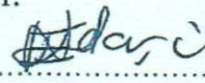
Schedule of Requirements and Prices

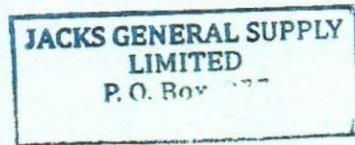
Item No.	DESCRIPTION	Unit of Measure	QUANTITY	Unit Price TZS.	Total Price TZS.	Warranty Period (Where applicable)
1	Semi and Unskilled for Old Prison and Gati at Mikindani Old Town	Labors	36	1,284,889	46,256,000	
Total Amount in TZS. (including VAT)						

For Purchaser:

Signature: 
 Name: NOEL BISEKO LWOZA
 Designation: DIRECTOR GENERAL
 Date: 06/1/2022

For Supplier:

Signature: 
 Name: ERICK ERNATUSI NDOROM
 Designation: DIRECTOR
 Date: 06/1/2022



To: M/s JACKS GENERAL SUPPLY LTD,
P.O.BOX 977,
MTWARA.

Your quotation reference PA/062/2021-2022/HQ/TCRP/N/1 dated 20th December, 2021 is accepted and you are required to provide services as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Contract Sum:** The Contract Sum is TZS 46,256,000 VAT Inclusive
2. **Delivery Period:** The services are to be delivered within *Three Months* from commencement date.
3. **Delivery point:** The services are to be delivered to *National Museum of Tanzania-Mikindani*

Contact Person: Notices, enquiries and documentation should be addressed to *Director General at National Museum of Tanzania, Headquarters.*

4. Payment to Supplier:

Payment will be made in Four Installments with the first installment of 40% in accordance with Project manager's certificate of a 40% measured work, Second Installment of 40% in accordance with Project Managers certificate of a total measured work of 80%, Third Installment of 15% on completion of satisfactory performance of the contract and the remaining 5% shall be paid after Two months (Defect Liability Period). Advance payment not exceeding 20% of the contract may be honored on request and after submission of *Bank Guarantee for Advance Payment*. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order/service];
- Electronic Fiscal Device (EFD) receipt; and

5. The following documents form part of this Contract (LPO):

- Local Purchase Order (LPO)
- Letter of Acceptance
- Quotation Submission Form
- Special Conditions of Contract for LPO
- General Conditions of Contract for LPO

- General Conditions of Contract for LPO

6. Contract Supervisor

Eng. Marko Chivalu who is a Project Manager shall supervise this contract.

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

GCC 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:

- i) Local Purchase Order;
- ii) Letter of Acceptance;
- iii) Quotation Submission Form;
- iv) Special Conditions of Contract;
- v) General Conditions of Contract;
- vi) Drawings if any;
- vii) Statement of Requirements and Schedule of Prices; and
- viii) Any other document forming part of the contract (ie. Negotiation minutes, Minutes of clarifications, anti-bribery memorandum).

GCC 7: Execution of the Contract.

The Service Provider (**SP**) shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The **SP** shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

GCC 8: Sub-contracting

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

GCC 9: Supervision of Services by Service Provider

The **SP** shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the **SP** to correct the situation.

GCC 10: Inspection

The Client or his authorized representative has the right to inspect the services and the **SP** shall provide reasonable assistance for the same as and when required by the Client.

GCC 11: Rejected Services

Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the **SP** shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.

GCC 12: Insurances

The **SP** shall provide, in the joint names of the Client and the **SP**, insurance cover for loss, or damage, theft and other related situation to Client's office, equipment, plant, and materials that may be caused by negligence of the staff of the **SP**. The **SP** shall also provide insurance cover for compensation of personal injury or death of the employee of the **SP** while they are at work.

GCC 13: Liabilities of the Service Provider

The **SP** shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.

GCC 14: Force Majeure

14.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

14.2 Notwithstanding the provisions of GCC 22 and 23, the **SP** shall not be liable for 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.

- 14.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
- 14.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 14.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the SP, the SP must provide a revised Program rescheduling the service to minimise the effect of the prevention or delay caused by the event of Force Majeure.
- 14.6 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, such a loss or damage shall be born by both the Client and the SP.

GCC 15: Quality of Service and Workmanship

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

21.1 Advance Payment

An advance payment of the percentage specified in the **SCC** of contract value may be provided upon submission of acceptable collateral as specified in the **SCC**. This advance payment will be deducted in equal installments against each bill submitted by the **SP**, and shall be wholly recovered.

21.2 Interim Payments

Payments will be made to the **SP** monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. With each Invoice, retention money of amount stated in the **SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released within the period specified in the **SCC**.

The amount due to the **SP** under any Invoice shall be paid by the Client to the Services Provider within the time specified in the **SCC** after submission of Invoice by the **SP**.

21.3 Final Payment

The Final Invoice shall be effected within twenty eight (28) working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.

21.4 Delayed Payments

If the Client fails to make payment within the time stated, the Client shall pay to the **SP** interest at the rate stated in the **SCC**.

21.5 Deductions to Payments

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

21.6 Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold

GCC 16: Access to Materials

The **SP** shall identify all sources of materials required for works prior to the commencement of the services. The Client shall where required facilitate access to such sources. The **SP** shall not use materials designed under this contract without prior written authorization of the Client.

GCC 17: Exit of Site

Upon completion of the services the **SP** shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.

GCC 18: Health and Safety and Protection of the Environment.

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

GCC 19: Commencement and Completion of Service.

The **SP** shall commence and complete the services within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Client.

GCC 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the **SP** accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client 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 quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the **SP**.

payments from the **SP**. The Client shall make use of such withheld payments to pay the **SP**'s workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the **SP** under this contract.

GCC 22: Liquidated Damages

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

GCC 23: Settlement of Disputes

23.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

23.2 The Adjudicator stated in the **SCC** shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.

23.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the **SCC** refer the dispute for arbitration. If either party within the period mentioned in the **SCC** has not referred the matter for arbitration the decision shall become final and binding to the Parties.

23.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.

23.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

23.6 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 Client shall pay the **SP** any monies due the **SP**.

23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its costs and expenses incurred.

23.8 Should the Adjudicator resign or die, or should the Client and the **SP** agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed by the Appointing Authority.

GCC 24: Termination of Contract

24.1 If the **SP** fails to commence the services within the specified time or there are reasons to believe that he may not complete the services 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 Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new **SP** to provide the Service.

24.2 If the Client fails to pay the **SP** within 60 days of the date of the submission of claim by the **SP**, the **SP** may terminate the contract

24.3 If the Client determines, based on the reasonable evidence that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.

24.4 Notwithstanding the above, the Client may terminate the Contract for convenience.

24.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

GCC 25: Payment if Contract Terminated

If the contract is terminated, the **SP** shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the **SP**, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this GCC the Client shall be entitled to be credited with any outstanding balances due from the **SP** for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the **SP** in respect of the provision of the services.

GCC 25: Assignment

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

GCC 26: 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 (LPO).

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

GCC 27: Change of Laws and Regulations

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 duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.

SECTION V: SPECIAL CONDITIONS OF CONTRACT FOR LPO

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC No.	GCC No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: English
2	19.0	Contract start date: 24 th January, 2022
3	19.0	Time for completion is Three Months from the contract start date.
4	21.1	Advance payment of 20% of contract price. Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
5	21.2	Percentage of retention money (if applicable): 5% of value of claim for that month. Such retention money will be released within two months after the completion of the contract. The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within 14 days after submission of Invoice by the SP.
6	21.4	If the Client fails to make payment within One Month after claim the Client shall pay to the SP interest at the rate 2% per month.
7	23.1	Appointing Authority for the Adjudicator both Contracting Parties
8	23.5	Arbitration institution shall be Tanzania Institute of Arbitrators Place for carrying out Arbitration shall be specified by Tanzania Institute of Arbitrators, Dar es Salaam



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



In reply please quote:

Ref. No. CDA.286/436/01/161

28th December, 2021

M/s Jacks General Supply Ltd,
P.O. Box 977,
MTWARA.

**RE: QUOTATION No. PA/062/2020-2021/HQ/TCRP/N/1 FOR THE
PROVISION OF SEMI AND UNSKILLED LABOR SERVICE FOR
MIKINDANI OLD TOWN RENOVATION UNDER FORCE ACCOUNT**

Subject: Award Notification

Reference is made to the above captioned subject.

2. Following your approval by NMT Tender Board through circular resolution No.13/2021-2022 of 28th December, 2021, I am pleased to inform you that you have been Awarded a Contract for the Provision of Semi and Unskilled labor Services for Mikindani Old town buildings (Prison and gati) renovation under Force Account at a Provisional Sum of **46,256,000.00 (Tanzania Shilings:Forty Six Million Two Hundred Fifty Six Thousand Only (VAT Inclusive)** under a period of Three Months from the date hereof.

3. You shall provide all labour,tools ,transport and whatever is required for the provision of the Service.

Thank you for your cooperation.

Dr. Noel B.Lwoga
DIRECTOR GENERAL

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JAKS GENERAL SUPPLY LTD

DEALERS IN: Civil works, Building contractors, stationeries, Fumigation and hardware.
P.O BOX 977,MTWARA.

Ref No: JKS/MTR/022/01

31/12/2021

**DIRECTOR GENERAL,
NATIONAL MUSEAMS OF TANZANIA,
P.O BOX 511 ,
DAR ES SALAAM.**

**RE; QUOTATION NO. PA/062/2020-2021/HQ/TCRP/N/1 FOR THE PROVISION OF
SEMI AND UNSKILLED LABOUR SERVICE FOR MIKINDANI OLD TOWN
RENOVATION UNDER FORCE ACCOUNT.**

SUB: ACCEPTANCE LETTER

Refer to the subject and heading above.

Refer to your letter dated 28/12/2021 with Ref:CDA.286/436/01/161. We accept the award of the said quotation under the priced amount, and we beg you to proceed with the other conctructural procedures.

Thank you in advance.

Yours faithfully,


.....
ABDALLAH IBRAHIM.
FOR; MANAGING DIRECTOR.

