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NATIONAL MUSEUM OF TANZANIA



CONTRACT

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

M/s SHABANI CHIBWANA CHITEMBEJA
FOR

SUPPLY OF BUILDING MATERIALS FOR MIKINDANI

CONTRACT No. PA/062/2021-2022/ HQ/TCRP/G/18

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

MARCH, 2022

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1. FORM OF CONTRACT

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This Contract, made the^{21st}.....day of^{March}....., 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 Shabani Chibwana Chitembeja, Mtwara (hereinafter called "**the Supplier**") with physical address, Mtwara. Having Postal Address P. Box 1140, Mtwara.

WHEREAS

The Purchaser is desirous that the Supplier execute Contract No. PA/062/2021-2022/HQ/TCRP/G/18 for **Supply of Building Materials for Construction and Restoration of Historical Structures (PRISON & JETTY) at Mikindani** (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 Sum of T. Shs 189,727,400 (Tanzanian Shillings: One Hundred Eighty Nine Million, Seven Hundred Twenty Seven Thousand, Four Hundred Only)VAT inclusive** within a Contractual delivery period of two (02) months from the date of signing a contract.

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

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**ARTICLE V
EFFECTIVE DATE**

This Contract for Supply of Building Materials for Construction and Restoration of Historical Structures (Prisons & Jerry) at Mikindani at a Contract Sum of T. Shs 189,727,400 (Tanzanian Shillings: One Hundred Eighty Nine Million, Seven Hundred Twenty Seven Thousand, Four Hundred Only) VAT inclusive within a Contractual delivery period of two (02) months from the date of signing a contract, to be executed by M/s Shabani Chibwana Chitembeja and shall come into force on the date signed by both Parties.

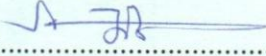
IN WITNESS WHEREOF, the Parties hereto have signed this Contract in their respective names and delivered:

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

**FOR SHABANI
CHIBWANA CHITEMBEJA
("THE SUPPLIER")**

Name: MAWAZO R. JAMVI

Name: SHABANI CHIBWANA CHITEMBEJA

Signature: 

Signature: 

Designation: Ag. DG

Designation: 

Date: 21/3/2022

Date: 21/3/2022

Stamp

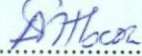
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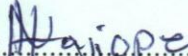
IN WITNESS OF THE PURCHASER

IN WITNESS OF THE SUPPLIER

Name: MTIBORA M. SEEMU

Name: HAMZA ISMAIL MAMUJOPE

Signature: 

Signature: 

Designation: HCS

Designation: AFISA MAMUZO

Date: 21/03/2022

Date: 21/03/2022

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:

14th March, 2022

Ref. No. CDA.286/436/01/201

M/s Shabani Chibwana Chitembeja,
P.O. Box 1140,
MTWARA.

RE: AWARD TO YOU OF A CONTRACT FOR SUPPLY OF BUILDING MATERIALS FOR CONSTRUCTION AND RESTORATION OF HISTORICAL STRUCTURES (PRISON & JETTY) AT MIKINDANI.

Please refer to the above mentioned subject.

Following your approval by NMT Tender Board Meeting No. 6/2021/2022 held on 11/03/2022; I am pleased to inform you that you have been awarded a Contract for Supply of Building Materials for Construction and Restoration of Historical Structures (Prison & Jetty) at Mikindani at Contract Price of **T. Shs 189,727,400/= (Tanzanian Shillings: One Hundred Eighty Nine Million, Seven Hundred Twenty Seven Thousand, Four Hundred Only)** VAT inclusive under a Contractual duration of two (02) months from the date of signing a Contract.

2. It is my hope that you will meet our expectations.
3. Thank you for your cooperation.

Dr. Noel B. Lwoga
DIRECTOR GENERAL

National Meseum of Tanzania
P.O Box 511,
Dar-ES-Salaam,
Tanzania
15/03/2022.

**RE: ACCEPTING A CONTRACT FOR SUPPLY OF BUILDING
NATERIALS FOR CONSTRUCTION AND RESTORATION OF
HISTORICAL STRUCTURES (PRISON & JETTY) AT MIKINDANI**

Please refer to the heading of the letter.

I am **SHABANI CHIBWANA CHITEMBEJA**, I have accept for the supply of the building materials for construction and restoration of historical structures (Prison & Jetty) at Mikindani at contract price of Tsh. Shs 189,727,400/= (Tanzania Shillings One Hundred Eighty Nine Million, seven Hundred Twenty seven Thousand, Four Hundred Only).



SHABANI CHIBWANA CHITEMBEJA



DIRECTOR SUPPLIER

3. NEGOTIATION MINUTES

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MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING
BETWEEN
NATIONAL MUSEUM OF TANZANIA (NMT) AND S.G.CHITEMBEJA
SUPLY

HELD ON WEDNESDAY 23RD
FEBRUARY, 2022 AT NMT- MIKINDANI OFFICE

Attendance:

- | | | |
|-----------------------------|--------------------|-----------------|
| 1. Mr. Paul Mvujila Ndahani | -Chairperson | NMT |
| 2. Mr. Kirondera, N | -Secretary | NMT |
| 3. Mr. Kevin Matunda | -Member | NMT |
| 4. Mr. Shaban Chibwana | -Supplier | S.C. Chitembeja |
| 5. Eng.Marko Edward Chivalu | - Project Engineer | |

Item	Description	Action by
0.0	<p>Agenda</p> <ol style="list-style-type: none"> 1. Opening of the Meeting and Introduction 2. Confirmation of the Agenda 3. Contract Format 4. Scope of Services 5. Duration of the Contract/Work Programme 6. Payment Terms 7. Any Other Business (AOB) 8. Closing the Meeting 	NMT / S. C. Chitembeja
1.0	<p>Opening and Introduction</p> <p>The Chairperson opened the meeting at 15.00 hrs Local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members.</p> <p>Then the Chairperson gave some few briefs regarding the overall negotiation meeting and what was expected from the two parties.</p>	NMT / S.C.Chitembeja

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[Signature]

Item	Description	Action by
2.0	<p>Adoption of the Agenda</p> <p>The Chairperson of the Pre-Contract negotiations 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.</p> <p>Thereafter, members of the pre-contract negotiation meeting adopted the proposed Agenda as tabled.</p>	NMT / S.C.Chitembeja
3.0	<p>Contract Format</p> <p>Both parties agreed that the Local Purchase Order will be used as a form of Contract for payments for goods delivered.</p>	NMT /S.C.Chitembeja
4.0	<p>Scope of the Services</p> <p>Both parties agreed that delivery will be as determined by the execution team and payment shall be for the materials supplied only. Materials are expected to be supplied in installments as determined by Project Technical Committee of not more than three Installments.</p> <p>It was also confirmed that:</p> <ul style="list-style-type: none"> • Chokaa is local made, known as <i>localime</i> its package is of 5kg per packet. • Saruji, is of 50kg per Bag • Sulphetic Cement is manufactured by Order, a 1kg costs 4,000/= and one bag contained 50kg. • White cement is of 50kg per bag. • Treated Softwood Timber 2X6X12 • Timber 2X4X12 softwood are required • Timber 2X3X12 softwood are required • Timber 1X10X12 Softwood are required • Kofia 28G Red was agreed that the cost is 17,000/= • Top za Madirisha was agreed that costs 240,000/= • Vitasa vya Milango, 8 of them costs 75,000/= and the remaining two (2) are made locally and each costs 225,000/= • Fito bundle was agreed that it should be of 30pcs • Main switch 3 phase was agreed by both parties that should be of 8 ways • Socket Breaker is also of 3 ways • Energy Server was agreed its watts must be of not less than 38 • Top Mlango Mkuu agreed that required one (1) made by hardwood with decorations. • Top Mlango No.2 was also agreed that one (1) which costs 950,000/= 	NMT / S.C.Chitembeja

Item	Description	Action by
	<ul style="list-style-type: none"> Frame lango Kuu and frame for lango no.2 are one each. Therefore, with those changes; the revised Contract value is now set at 189,727,400/= 	
	<p>Confirmation of Contract Sum</p> <p>The Bidder informed the meeting that he was VAT registered; therefore he confirmed that his Price /Bid includes VAT. Therefore, the meeting confirmed the Negotiated Contract Sum as T. Shs 189,727,400/= (Tanzanian Shillings: One Hundred Eighty Nine Million, Seven Hundred Twenty Seven Thousand, Four Hundred Only) VAT inclusive as a total Contract Sum from the submitted amount of T.Shs.190,643,400.00 VAT inclusive.</p>	
5.0	<p>Duration of the Contract/Work Programme</p> <p>It was agreed by both parties that the duration of the contract shall be two (02) months from the date of signing a Contract and the Materials will be delivered in three (03) installments. This means that all deliveries shall be delivered within two months.</p>	NMT / S,C.Chitembeja
8.0	<p>Payment Terms</p> <p>It was agreed by both parties that payments shall be affected after raising invoice to NMT and payable not more than 14 days after the Supply. No further supply will be made unless payment for the previous delivery is affected.</p>	NMT / S.C. Chitembeja
9.0	<p>AOB</p> <p>There were agreed that payment shall be made immediately after delivery and full inspection and for that case it was agreed that the Inspection team should be active for its assignment of inspection, receiving and acceptance report so that to avoid unnecessary delay in connection of payments.</p>	NMT / S.C. Chitembeja
10.0	<p>Closure of the Meeting</p> <p>The Chairperson closed the meeting at 18:15 hrs local time by the thanking all members for their active participation.</p>	NMT / S.C. Chitembeja

Mr. Paul Mvujila Ndahani

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For: NMT

Date. ... //.....

Mr. Shaban C. Chitembeja


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**For: SHABAN CHIBWANA
CHITEMBEJA**

Date. 11. / 03. / 2022.

4. BID FORM

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1. QUOTATION SUBMISSION FORM

08/01/2022.....[date]

To: [Full address of Procuring Entity (PE)]

We agree to supply the goods specified in the Schedule of Requirement and prices of the THE SUPPLY OF BUILDING MATERIALS FOR CIVIL WORKS AT MICHINGANI SILENT TOWN [name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of 190,643,400 - [amount in numbers], ONE HUNDRED NINETY MILLION SIX HUNDRED FORTY THREE THOUSAND FOUR HUNDRED ONLY [amount in words] in Tanzanian Shillings.

We also offer to delivery the said goods within the period of TWO days/weeks / months (delete as necessary) as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Tender for the Tender Validity Period specified in ITT 6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

We declares that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: [Signature]
Name and Title of Signatory: SHABANI CHIBWANA CHIMBERA - Director
Date: 08/01/2022
Name of Tenderer: SHABANI CHIBWANA CHIMBERA
Address: P.O. BOX 1149 KITUMA.

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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 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</p> <p>The Contract Supervisor is: Project Manager.</p> <p>The name and identification number of the Contract is No. PA/062/2021-2022/HQ/TCRP/G/18</p> <p>The goods consist of: Supply of Building Materials for Mikindani as detailed in Specifications and Priced Schedule of Requirement.</p> <p>The Commencement Date: After Signing of Contract</p> <p>The Intended Completion Date: Two (02) months from the date of signing a contract.</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"> 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 Qualifications Information <p>The Site is located at <i>Mikindani, Mtwara.</i></p>
2.	7	<p>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.</p>
3.	15.4	<p>The currency shall be in Tanzanian Shillings.</p>
4.	22	<ol style="list-style-type: none"> (i) The amount of liquidated damages per day shall be <i>0.1 percent of the Contract Price.</i> (ii) The maximum amount of liquidated damages is shall be 10% of the contract price.
5.	23.1	<p>The Purchaser, without prejudice to any other remedy for</p>

		breach of Contract, by written notice of 14 days of default sent to the Supplier, may terminate this Contract in whole or in part:
6.	27.1	Where the two parties fail to resolve amicably dispute arising from this Contract by mutual consultation, both parties shall appoint an Adjudicator from the list of approved Adjudicators in Tanzania 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. The arbitration shall be held in Dar-es-Salaam and shall be governed by Tanzanian Laws
7.	29	The Language of the Contract documents shall be English.
8.	30	The applicable Laws in this Contract shall be Tanzanian Laws

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6. GENERAL CONDITIONS OF CONTRACT

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

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MIKINDANI

Schedule of Requirements and Prices: Village Museum

Item No.	Description of items [A detailed list, Statement of Requirement/Specification]	Quantities	Unit of measure	Unit Rate	Total Cost	Warranty (if any)
UJENZI WA NYUMBA ZA ASILI KWA KUFUATA RAMANI YA TANZANIA						N/A
1	Mawe	790	M3	45000	35,550,000	
2	Mchanga	450	M3	21000	9,450,000	
3	Chokaa	19301	Mifuko	24000	46,322,400	
4	Sulphetic Cement	84	Bags	200,000	16,800,000	
5	Saruji	350	Mifuko	14000	4,900,000	
6	White cement	119	Bags	40,000	4,760,000	
7	Mbao zilizotibiwa 2 x 6 x 12	278	Pes	14000	3,892,000	
8	Mbao 2 x 4 x 12	220	pes	7500	1,650,000	
9	Mbao 2 x 3 x 12	210	pes	6000	1,260,000	
10	Mbao 1 x 10 x 12	98	pes	1800	1,764,000	
11	Bati 28G Red	286	pes	35000	10,010,000	
12	Kofia 28G Red	62	pes	18000	1,116,000	
13	Misumari Mchanganyiko	200	kg	4000	800,000	
14	Misumari ya bati	56	Pkt	10,000	560,000	
15	Fremu za milango	8	no	250,000	2,000,000	
16	Fremu za madirisha	6	no	200,000	1,200,000	
17	Top za milango	8	no	450,000	3,600,000	
18	Top za madirisha	6	no	250,000	1,500,000	
19	Vitasa vya Milango	10	Pes	75000	750,000	
20	Fito bundle	98	Bundle	35000	3,360,000	
21	Mikoko	240	pes	30,000	7,200,000	
22	Conduit pipe white	150	pes	2000	300,000	
23	Fence wire covered green	18	Roll	190,000	3,420,000	
24	Aluminum wire plain	4	Roll	100,000	400,000	
25	Boltnut mm 15	1,500	pes	2000	3,000,000	
26	Kudu mm 10	50	Roll	32000	1,600,000	
27	Makuti (miaa)	11,200	pe	400	4,480,000	
28	Round Box PVC	70	pe	1000	70,000	
29	Square box pvc	30	pes	1000	30,000	
30	Conduit elbow	30	pes	1000	30,000	
31	Main Switch 3 phase	1	pes	300,000	300,000	
32	Socket Breaker	1	pes	120,000	120,000	
33	Energy Sever	24	pes	15,000	360,000	
34	Switch socket single	30	pes	5000	1,500,000	

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Item No.	Description of items [A detailed list, Statement of Requirement/Specifications]	Quantities	Unit of measure	Unit Rate	Total Cost	Warranty (If any)
35	Square box double	20	pcs	2000	40,000	
36	Switch socket double	20	pcs	10,000	200,000	
37	Clamps mm 25	50	box	8500	425,000	
38	Ceiling fan	10	pc	150,000	1,500,000	
39	Electric wire Red 2.5	4	Roll	85000	340,000	
40	Black 2.5	4	Roll	85000	340,000	
41	Green 2.5	4	Roll	85000	340,000	
42	Yellow 2.5	4	Roll	85000	340,000	
43	Red 1.5	4	Roll	60,000	240,000	
44	Black 1.5	4	Roll	60,000	240,000	
45	Green 1.5	4	Roll	60,000	240,000	
46	Yellow 1.5	4	Roll	60,000	240,000	
47	Earth rod pure copper mm 15	1	pc	60,000	60,000	
48	Boltnut 6	500	pc	2000	1,000,000	
49	Kamba Mkonge (Sisal) mm 10	50	Roll	32000	1,600,000	
50	Kokoto crash machine	95	M3	90,000	6,750,000	
51	Top mlango mkuu	1	pc	1,200,000	1,200,000	
52	Top za mlango no 2	2	pc	950,000	1,900,000	
53	Frem lango kuu	1	pc	450,000	450,000	
54	Frem lango kuu no. 2	1	pc	350,000	350,000	

Total Amount for Supply of Goods excluding VAT	190,643,400
Add VAT	
Total Amount for Supply of Goods (including VAT)	190,643,400
Goods to supplied to Village Museum	

Total Amount in TZS.(in words) ONE HUNDRED NINETY MILLION SIX HUNDRED FORTY THREE THOUSAND AND FOUR HUNDRED ONLY	[insert Total Amount for Supply of Goods, excluding VAT]
The delivery period offered is:	[insert number] days/weeks/months from date of LPO TWO MONTHS

[Signature]

[Signature]

**8.SUPPLIERS'S QUALIFICATION INFORMATION/LEGAL
DOCUMENTS**