

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**



CONTRACT

CONTRACT NO. ME-024/2021-2022/HQ/G/24

FOR

**SUPPLY AND INSTALLATION OF FURNITURE TO THE NEW ASSEMBLY HALL AT
MPUGUSO TEACHERS' COLLEGE-MBEYA REGION**

BETWEEN

PURCHASER:

**MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
GOVERNMENT CITY, MTUMBA AREA,
P.O.BOX 10,
40479 DODOMA.**

AND

SUPPLIER:

**M/S. MASASI CONSTRUCTION CO. LTD
P.O.BOX 9580,
DAR ES SALAAM.**

MARCH, 2022

SECTION I: FORM OF AGREEMENT

THIS AGREEMENT made the 6th day of APRIL 2022 between **Ministry of Education, Science and Technology** of Government City, Mtumba Area, P.O. Box 10,40479 Dodoma. of Tanzania (hereinafter called "the Purchaser") of the one part and **M/S. MASASI CONSTRUCTION CO. LTD** of P. O. Box 9580, Dar es salaam Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods for **Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers College to be delivered within Ninety (90) days after contract signing** and has accepted a Tender by the Supplier for the supply and installation of furniture to the New Assembly Hall at Mpuguso Teachers' College in the sum of **TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six hundred Only) with VAT inclusive** (hereinafter called "the Contract Price").

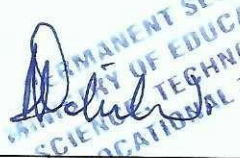



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - a) This form of agreement;
 - b) The Purchaser's Letter of Acceptance;
 - c) The Bid Submission Form and the Price Schedule submitted by the Tenderer;
 - d) The Minutes of the Negotiation meeting;
 - e) The Schedule of Requirements;
 - f) The Technical Specifications;
 - g) The Special Conditions of Contract;
 - h) The General Conditions of Contract;
 - i) The Specific Power of Attorney; and
 - j) The Legal Documents (TIN, Business License, etc)
3. 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 provide the furniture to the New Assembly Hall at Mpuguso Teachers' College and to

remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the delivery of the furniture to the New Assembly Hall at Mpuguso Teachers' College and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

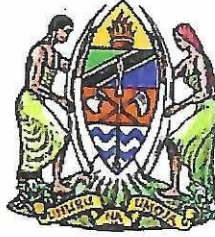
FOR AND ON BEHALF OF THE MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY	FOR AND ON BEHALF OF THE MASASI CONSTRUCTION CO. LTD
Name: <u>ELIAMANI SEDDOZKA</u>	Name: <u>ELMUT B. LADWA</u>
Designation: <u>KM MEST</u>	Designation: <u>DIRECTOR</u>
Signature: <u></u> <small>PERMANENT SECRETARY, MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY AND VOCATIONAL TRAINING</small>	Signature: <u></u> <small>MASASI CONSTRUCTION CO. LTD. P.O. BOX 1580 MCHANGA TELEPHONE FAX: 2482770 MUMBAI 0213 324973</small>
In the presence of:	In the presence of:
Name: <u>EVELYN MAKALA</u>	Name: <u>Pradeep J. Talle</u>
Designation: <u>DIRECTOR OF LEGAL SERVICES</u>	Designation: <u>Director</u>
Signature: <u></u>	Signature: <u></u>

SECTION II: THE PURCHASER'S LETTER OF ACCEPTANCE

UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

30

Telegram: "ELIMU"
Tel: 026 296 35 33
Email: info@moe.go.tz
Website: www.moe.go.tz



Government City, Mtumba Area,
Afya Street
P.O. Box 10,
40479 DODOMA

In reply please quote:

Ref. No. ME-024/2021-2022/HQ/G/24/30

Date: 23rd March, 2022

Managing Director,
M/S, MASASI CONSTRUCTION CO. LTD,
P.O. BOX 9580,
DAR ES SALAAM

**RE: TENDER No: ME-024/2021-2022/HQ/G/24 FOR SUPPLY AND
INSTALLATION OF FURNITURE TO THE NEW ASSEMBLY HALL AT
MPUGUSO TEACHERS' COLLEGE**

Sub: Notification of award/ Acceptance Letter

Reference is made to the above heading.

2. Pursuant to Section 60 (5) of Public Procurement Act of 2011 and its Amendment of 2016, the Ministry would like to notify you that your submitted tender dated **27th October, 2021** for execution of the tender No. **ME-024/2021-2022/HQ/G/24** for Supply and Installation of Furniture to the New Assembly at Mpuguso Teachers' College is hereby accepted by us. The contract is accepted at a Contract Price of TZS. **TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six Hundred Only) with VAT Inclusive.**
3. With this letter be prepared for contract signing. However, you are requested to furnish the Performance Securing before signing the contract in accordance with the Conditions of Contract.
4. Thank you for your cooperation.

A handwritten signature in blue ink, appearing to read 'Eliamani M. Sedoyeka'.

Prof. Eliamani M. Sedoyeka
PERMANENT SECRETARY

Copy to: The Controller and Auditor General,
P.O. Box 9080,
DAR ES SALAAM.

“-“ The Internal Auditor General
Ministry of Finance and Planning
P.O. Box 9111
DAR ES SALAAM

“-“ The Attorney General,
Ministry of Justice and Constitutional Affairs,
P.O. Box 630,
DODOMA.

“-“ The Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O. Box 2865,
DODOMA.

“-“ Commissioner General
Tanzania Revenue Authority
P.O. Box 11491
DAR ES SALAAM

“-“ The Government Asset Management Division
Ministry of Finance and Planning
P.O. Box 9111
DAR ES SALAAM

**SECTION III: THE BID SUBMISSION FORM AND THE PRICE SCHEDULE
SUBMITTED BY THE TENDERER**



MASASI CONSTRUCTION CO. LTD.
BUILDING AND CIVIL ENGINEERING CONTRACTORS

P.O.Box 9580 Dar es Salaam Head Office: Tel: 2185401, Mob: 0713 - 326972, 0787 - 888890
Fax: 2182770, E-mail: masasi.tz@gmail.com

REF No: MCC/BML/21/464

08/11/2021

PERMANENT SECRETARY,
MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY,
P. O. BOX 10,
40479 DODOMA,
TANZANIA.

Having examined the Tendering Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY AND INSTALL FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHERS' COLLEGE; TENDER NO. ME-024/2021-2022/HQ/G/24** in conformity with the said Tendering Documents for the sum of *Tanzanian Shillings Two hundred and eighty-four million one hundred and fifty-five thousand four hundred and ninety-eight only (VAT Inclusive) – Tshs. 284,155,498/-* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We are hereby confirming **Tanzania Institute of Arbitrators**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.


If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, 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.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic

of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract: -

Name and Address of the Agent or Recipient	Amount and Currency	Purpose of Commission or Gratuity
NONE	NONE	NONE

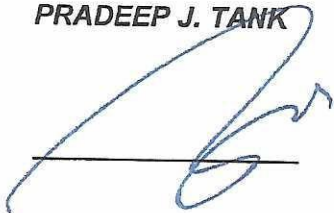
Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 08th day of **NOVEMBER 2021**.

PRADEEP J. TANK



in the capacity of **DIRECTOR**

Duly authorized to sign Tender for and on behalf of **MASASI CONSTRUCTION COMPANY LIMITED**.



MASASI CONSTRUCTION CO. LTD.
BUILDING AND CIVIL ENGINEERING CONTRACTORS

P.O.Box 9580 Dar es Salaam Head Office: Tel: 2185401, Mob: 0713 - 326972, 0787 - 888890
Fax: 2182770, E-mail: masasi.tz@gmail.com

REF No: MCC/BML/21/464

08/11/2021

To: PERMANENT SECRETARY,
MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY,
P. O. BOX 10,
40479 DODOMA,
TANZANIA.

We agree to supply the goods specified in the Schedule of Requirement and prices of the SUPPLY AND INSTALLATION OF FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHERS' COLLEGE; TENDER NO. ME-024/2021-2022/HQ/G/24 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Tshs. 284,155,498/-, *Two hundred and eighty-four million one hundred and fifty-five thousand four hundred and ninety-eight only (VAT Inclusive) in Tanzanian Shillings.*

We also offer to deliver the said goods within the period of 60 days 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 declare 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:

Name and Title of Signatory: PRADEEP TANK (DIRECTOR)

Date: 08/11/2021

Name of Tenderer: MASASI CONSTRUCTION CO. LTD.

Address: P.O.BOX 9580, DAR ES SALAAM, TANZANIA



SUPPLY AND INSTALLATION OF FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHER'S COLLEGE

TENDER NO. ME-024/2021-2022/HQ/G/24

Price Schedule for Domestic Goods Manufactured within the United Republic of Tanzania

ITEM	DESCRIPTION	UNIT	QTY	RATE (TZS)	AMOUNT (TZS)
	HALL AREA				
1	Fabricate, Supply and fix sitting chairs made using 20x20x1.5mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga or equal approved to seat and back with fair face finished with multiclear varnish and approved colour paint to metal surface; Size 400x400x900mm high	Nr	700	165,760	116,032,000
2	Supply, fabricate and fix hardwood mninga Dinning tables made of 25x25x2mm square hollow section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 4000mm (L) x 1200mm (W)	Nr	40	2,726,080	109,043,200
3	Supply, fabricate and fix hardwood mninga office tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, sides and bottom; with and including 3no. 400x150mm drawers; both with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 1800mm (L) x 700mm (W)	Nr	4	1,363,040	5,452,160
4	Supply office executive chair with leather material to seat	Nr	4	467,600	1,870,400
5	Supply office executive chair with leather material to seat and back fixed with 5 star castor base for the podium	Nr	1	467,600	467,600
6	Podium	Nr	1	700,000	700,000
	CHANGING ROOMS				
7	Fabricate and Supply Lockers to male and Female changing room made from Hardwood timber as Mninga or equal approved including shelf and locks, hanger holder, hinges, handles complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	2	1,680,000	3,360,000
	TOTAL C/F				236,925,360



(Handwritten signature)

ITEM	DESCRIPTION	UNIT	QTY	RATE (TZS)	AMOUNT (TZS)
	TOTAL B/F				236,925,360
	OFFICE				
8	Fabricate and Supply OPEN file cabinet made from Hardwood timber as Mninga or equal approved including shelves and vertical member complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	1	1,680,000	1,680,000
9	Fabricate and Supply Hardwood Mninga or equal approved office table size 1800mm long x 700mm wide with lockable drawers including side table supplied with 1 Nos office chair.	Nr	1	1,363,040	1,363,040
10	Supply office chairs for visitor	Nr	2	275,072	550,144
	STORE				
11	Supply and Fix Hardwood Mninga Shelf or equal approved, filing cabinets and lockers to the store offices and changing rooms respectively on the walls opposite to the doors as per the layout and details provided, width 400mm.	M	1	291,200	291,200
	SUB-TOTAL				240,809,744
	ADD: VAT 18%				43,345,754
	TOTAL (VAT Inclusive)				284,155,498

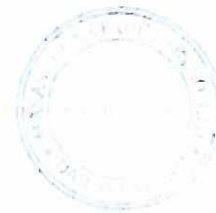
Name: **PRADEEP TANK** in the capacity of **DIRECTOR**

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of **MASASI CONSTRUCTION CO. LTD.**

Dated on **08th** day of **Novemeber 2021**

Note: In case of discrepancy between unit price and total, the unit price shall prevail.



SUPPLY AND INSTALLATION OF FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHER'S COLLEGE
TENDER NO. ME-024/2021-2022/HQ/G/24
Schedule of Requirements and Prices

Item No.	Description	Unit of Measure	Quantity	Unit Price TZS.	Total Price TZS.	Warranty Period
HALL AREA						
1	Fabricate, Supply and fix sitting chairs made using 20x20x1.5mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga or equal approved to seat and back with fair face finished with multiclear varnish and approved colour paint to metal surface; Size 400x400x900mm high	Nr	700	165,760	116,032,000	30 days
2	Supply, fabricate and fix hardwood mninga Dining tables made of 25x25x2mm square hollow section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, with fair face finished with multiclear varnish and approved colour paint to metal surface, overall size 4000mm (L) x 1200mm (W)	Nr	40	2,726,080	109,043,200.0	30 days
3	Supply, fabricate and fix hardwood mninga office tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, sides and bottom; with and including 3no. 400x150mm drawers; both with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 1800mm (L) x 700mm (W)	Nr	4	1,363,040	5,452,160	30 days
4	Supply office executive chair with leather material to seat and back fixed with 5 star castor base for the podium	Nr	4	467,600	1,870,400	30 days
5	Supply office executive chair with leather material to seat and back fixed with 5 star castor base for the podium	Nr	1	467,600	467,600	30 days
6	Podium	Nr	1	700,000	700,000	30 days
STAGE AREA						
CHANGING ROOMS						
7	Fabricate and Supply Lockers to male and Female changing room made from Hardwood timber as Mninga or equal approved including shelf and locks, hanger holder, hinges, handles complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	2	1,680,000	3,360,000	30 days
OFFICE						
8	Fabricate and Supply OPEN file cabinet made from Hardwood timber as Mninga or equal approved including shelves and vertical member complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	1	1,680,000	1,680,000	30 days
9	Fabricate and Supply Hardwood Mninga or equal approved office table size 1800mm long x 700mm wide with lockable drawers including side table supplied with 1 Nos office chair.	Nr	1	1,363,040	1,363,040	30 days
10	Supply office chairs for visitor	Nr	2	275,072	550,144	30 days
STORE						
11	Supply and Fix Hardwood Mninga Shelf or equal approved, filing cabinets and lockers to the store offices and changing rooms respectively on the walls opposite to the doors as per the layout and details provided, width 400mm.	M	1	291,200	291,200	30 days
SUB TOTAL					240,809,744	
18% VAT					43,345,753.92	
Total Amount in TZS. (including VAT)					284,155,498	

For Purchaser:
 Signature:.....
 Name:.....
 Designation:.....
 Date:.....

For Supplier:
 Signature: *[Signature]*
 Name: *Pradeep Tomik*
 Designation: *Director*
 Date: *29/11/2022*



SECTION IV: MINUTES OF THE NEGOTIATION MEETING

MINUTE SHEET

29

DOKEZO
No.

Tender No. ME-024/2021-2022/CR/HQ/G/24/105

All Tender Board Members,

RE: REQUEST FOR APPROVAL OF NEGOTIATION MINUTES AND CONTRACT DOCUMENT FOR SUPPLY AND INSTALLATION OF FURNITURE TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHER'S COLLEGES BY USING CIRCULAR RESOLUTION AS PER REG.NO 58 (1) GN 446 OF 2013 AS AMENDED IN 2016.

WE, TENDER BOARD MEMBERS of Ministry of Education, Science and Technology have been advised as follows; -

1. INTRODUCTION

1.1 That, Tender Board may recall that through Circular Resolution No. **ME-024/2021-2022/CR/HQ/G/24/19** dated 26th November, 2021 approved Evaluation report for the above-mentioned tender and award recommendation to **M/S. MASASI CONSTRUCTION CO. LTD** of P. O. Box 9580, Dar-Es-Salaam for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region at a Contract Price of **TZS. 284,155,498.00 (Tanzania Shillings Two Hundred Eight Four Million One Hundred Fifty-Five Thousand Four Hundred Ninety-Eight Only) VAT inclusive. SUBJECT** to the successful negotiation.

1.2 That, on 26th November, 2021 the Permanent Secretary, Ministry of Education, Science and Technology (MoEST) appointed a team of **Three (3)** members to carry out Post Qualification to the responsive bidder named **M/s. Masasi Construction Co. Ltd** of P.O. Box 9580, Dar es salaam with a proposed award of the Contract Price of **TZS. 284,155,498.00 (Say Tanzania Shillings Two Hundred Eight Four Million One Hundred Fifty-Five Thousand Four Hundred Ninety-Eight Only) VAT Inclusive** for the tender No. **ME-024/2021-2022/HQ/G/24** for Supply, Installation of Furniture to the New Assembly Hall at Mpuguso Teachers College.

The post qualification was conducted on **06th December, 2021 to 09th December, 2021**. The team came up with the recommendations of an award for **Supply and Installation of Furniture to the New Assembly Hall at Mpuguso Teachers College** to be awarded to the Responsive Bidder **M/s. Masasi Construction Co. Ltd** of P.O. Box 9580, Dar es salaam with a Contract Price of **TZS. 284,155,498.00**

MINUTE SHEET

DOKEZO
No.

(Say Tanzania Shillings Two Hundred Eight Four Million One Hundred Fifty-Five Thousand Four Hundred Ninety-Eight Only) VAT Inclusive.

1.3 That, Tender Board may recall that through 3rd Ordinary Meeting dated 07th March, 2022 approved Post Qualification report for the above-mentioned tender and award recommendation to **M/S. MASASI CONSTRUCTION CO. LTD** of P. O. Box 9580, Dar-Es-Salaam for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region at a Contract Price of TZS. 284,155,498.00 (Tanzania Shillings Two Hundred Eight Four Million One Hundred Fifty-Five Thousand Four Hundred Ninety-Eight Only) VAT inclusive.

2. PREPARATION OF NEGOTIATION PLAN

2.1.1 That, on 08th March, 2022 the Accounting Officer appointed members of negotiation team in order to conduct Negotiation with **M/S. MASASI CONSTRUCTION CO. LTD** of P. O. Box 9580, Dar-Es-Salaam for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region before it being approved by the Tender Board. This is in line with Regulation 226 (6) of GN No 446 of 2013 as amended 2016.

2.1.2 That, on 09th March, 2022 the Pre-negotiation meeting was conducted to prepared areas for negotiation for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College.

2.1.3 That, Pursuant to Public Procurement Regulation No.227 (1) G.N 446 of 2013 as amended in 2016, PMU requested Tender Board Members to receive, discuss and approve negotiation plan with the recommendations for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College.

2.1.4 That, on 15th March, 2022 Tender Board members through Circular Resolution No. **ME-024/2021-2022/CR/HQ/G/24/99** approve negotiation plan for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College.

2.1.5 That on 16th March, 2022 the appointed members for negotiation conducted negotiation with **M/S. MASASI CONSTRUCTION CO. LTD** of P. O. Box 9580, Dar es salaam and submitted the Negotiation Minutes to PMU for further action. This is

MINUTE SHEET

DOKEZO
No.

in line with Regulation 228 of GN No. 446 of 2013 as amended in 2016. Negotiation Minutes attached *See Annex I*.

2.1.6 That during negotiation the contract price was changed from TZS. 284,155,498.00 (Say Tanzania Shillings Two Hundred Eight Four Million One Hundred Fifty-Five Thousand Four Hundred Ninety-Eight Only) VAT Inclusive to TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six hundred Only) with VAT inclusive as it is shown on the attached negotiation minutes.

3. DRAFT CONTRACT

Pursuant to Public Procurement Act Sec 38 (J) of 2011 as amended in 2016, PMU prepared a draft contract for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region at a Contract Price of TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six hundred Only) with VAT inclusive.

4. SECRETARIATE RECOMMENDATION

4.1 That, Pursuant to Public Procurement Act Sec 75 of 2011 and Public Procurement Regulation 228 (2) of GN No 446 of 2013 as amended in 2016, PMU requests the Chairperson and Tender Board Members to discuss and approval negotiation minutes and contract document for for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region at a Contract Price of TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six hundred Only) with VAT inclusive.

IN CONSIDERATION of the above We, MEMBERS OF MTB, OF MINISTRY OF EDUCATION, and SCIENCE AND TECHNOLOGY RESOLVE as follow: -


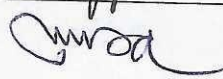
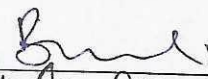
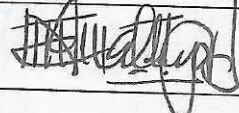

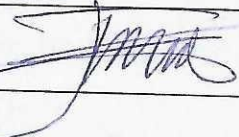
That, the approval is granted to the Negotiation Minutes, Contract Document and Award recommendations for Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region at a Contract Price of TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand Six hundred Only) with VAT inclusive.

MINUTE SHEET

DOKEZO
No.

THAT, THIS RESOLUTION is a decision of the Tender Board and shall be tabled for NOTIFICATION at the Next Tender Board Meeting.

TENDER BOARD MEMBERS

S/N	MTB Member's Name	Approved/Not Approved	Signature	Date
1.	Prof. Maulilio Kipanyula	Approved		21.03.2022
2.	Dr. Lyabwene M. Mtahabwa	Approved		21/3/2022
3.	Ms. Euphrasia C. Buchuma	Approved		21.03.22
4	CPA (T) Nicodemus Malya	Approved		21/03/22
5.	Eng. Kissa Mwansasu			
6.	Dr. Noel Mbonde	Approved		21/3/22
7.	Mr. Moshi Kabengwe	Approved		21/03/2022

I submit for approval,



Hirtrudice Jisenge

SECRETARY OF THE TENDER BOARD

21/03/2022

Document Attached: -

- i. Negotiation minutes and Revised Schedule of Prices
- ii. Appointment letters for the team conducting Negotiation

MINUTE SHEET

DOKEZO
No.

ANNEX I

Negotiation Minutes and Revised Schedule of Prices

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Ministry of Education, Science and Technology

Tender ID No.: ME-024/2020/2021/HQ/G/24

Subject of Procurement: Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers College.

Method of Procurement: Single Source

Date of Negotiation: 16 March, 2022

PART 1: RECORD OF NEGOTIATIONS

ISSUE	AGREEMENT (WITH FULL DETAILS)
Confirmation of the Bid price for the goods to be supplied	The bidder confirmed the submitted Bid Price of TZS. 284,155,498.00 VAT Inclusive with the inclusion of transportation charges, Installation and to be ready to deliver as per contract condition.
Reduction of prices	<p>The bidder agreed to reduce their submitted bid price as follows:-</p> <p><u>HALL AREA</u></p> <p>❖ Item No. 1 The bidder agreed to reduce price per unity from TZS. 165,760.00 VAT Exclusive to TZS. 152,500 VAT Exclusive. (7.99% reduction of TZS. 13,260.00)</p> <p>❖ Item No. 2 The bidder agreed to reduce price per unity from TZS. 2,726,080.00 VAT Exclusive to TZS. 2,290,000.00 VAT Exclusive. (15.99% reduction of TZS. 436,080.00)</p>

❖ **Item No. 3**

The bidder agreed to reduce price per unity from TZS. 1,363,040.00 VAT Exclusive to TZS. 1,300,000.00 VAT Exclusive (4.6% reduction of TZS. 63,040.00)

❖ **Item No. 4**

The bidder agreed to reduce price per unity from TZS. 467,600.00 VAT Exclusive to TZS. 450,000.00 VAT Exclusive (3.76% reduction of TZS. 17,600.00)

❖ **Item No. 5**

The bidder agreed to reduce price per unity from TZS. 467,600.00 VAT Exclusive to TZS. 450,000.00 VAT Exclusive (3.76% reduction of TZS. 17,600.00)

❖ **Item No. 6**

The bidder agreed to reduce price per unity from TZS. 700,000.00 VAT Exclusive to TZS. 600,000.00 VAT Exclusive (14% reduction of TZS. 100,000.00)

CHANGING ROOMS

❖ **Item No. 7**

The bidder agreed to reduce price per unity from TZS. 1,680,000.00 VAT Exclusive to TZS. 1,500,000.00 VAT Exclusive (10.71% reduction of TZS. 180,000.00)

OFFICE

❖ **Item No. 8**

The bidder agreed to reduce price per unity from **TZS. 1,680,000.00 VAT Exclusive** to **TZS. 1,500,000.00 VAT Exclusive (10.71% reduction of TZS. 180,000.00)**

Item No. 9

❖ The bidder agreed to reduce price per unity from **TZS. 1,363,040.00 VAT Exclusive** to **TZS. 1,300,000.00 VAT Exclusive (4.6% reduction of TZS. 63,040.00)**

Item No. 10

❖ The bidder agreed to reduce price per unity from **TZS. 275,072.00** to **TZS. 250,000.00 (9.1% reduction of TZS. 25,072.00)**

STORE



Item No. 11

❖ The bidder agreed to reduce price per unity from **TZS. 291,200.00** to **TZS. 270,000.00 (7.28% reduction of TZS. 21,200.00)**

Following the aforementioned reduction the submitted bid price change from **240,809,744.00 VAT Exclusive** to **212,970,000.00 VAT Exclusive**. Hence it is **11.56%** reduction lead to saving of **TZS. 27,839,744.00 VAT Exclusive**.

	Therefore the negotiated bid price for the Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers College will be TZS. 251,304,600.00 (Say Tanzania Shillings Two Hundred Fifty-One Million Three hundred Four Thousand and Six hundred Only) with VAT inclusive as per attached revised Price Schedule
Warrant period increased from 30 days to 6 Months	The bidder agreed with the team to provide the warrant of 6 Months.
AOB: Delivery period	The delivery period set on the bidding documents as per ITT 32.5 (b) it was 60 days after signing the contract but the bidder requested delivery time to be extended for 30 days and to be 90 days. Therefore the teams agreed with the bidder for the delivery time of 90 days after signing the contract.

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: JOSEPH D. LUNDA	Name: RIMIT B. LADWA
Position: CHAIRPERSON	Position: DIRECTOR .
Date: 16/03/2022	Date: 16/03/2022

MASASI CONSTRUCTION CO. LTD.
P.O. Box 9580
DAR-ES-SALAAM
TEL: 2185401. FAX: 2182770
Mobile: 0713-326972

Document attached:
Revised schedule of price

REVISED SCHEDULE OF PRICE

Name of the Procuring Entity: *Ministry of Education, Science and Technology*

Tender ID No.: *ME-024/2020/2021/HQ/G/24*

Subject of Procurement: *Supply and Installation of furniture to the New Assembly Hall at Mpuguso Teachers College.*

Method of Procurement: *Single Source*

Date of Negotiation: *..... March, 2022*

S/No.	DESCRIPTION	UNIT	QUANTITY	UNITY PRICE (TZS)	TOTAL (TZS)
HALL AREA					
1	Fabricate, Supply and fix sitting chairs made using 20x20x1.5mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga or equal approved to seat and back with fair face finished with multiclear varnish and approved colour paint to metal surface; Size 400x400x900mm high.	Nr	700	152,500.00	106,750,000.00
2	Supply, fabricate and fix hardwood mninga Dinning tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved,	Nr	40	2,290,000.00	91,600,000.00

	with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 4000mm (L) x 1200mm (W)				
3	Supply, fabricate and fix hardwood mninga office tables made up of 25x25x2mm Square Hollow Section (SHS)steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, sides and bottom; with and including 3no, 400x150mm drawers; both with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 1800mm (L) x 700mm (W)	Nr	4	1,300,000.00	5,200,000.00
4	Supply office executive chair with leather material to seat	Nr	4	450,000.00	1,800,000.00
5	Supply office executive chair with leather material to seat and back fixed with 5 star base on casters for the podium	Nr	1	450,000.00	450,000.00
6	Podium	Nr	1	600,000.00	600,000.00
CHANGING ROOMS					
7	Fabricate and Supply Lockers to male and Female changing room made from Hardwood timber as Mninga or equal approved including shelf and locks, hanger holder, hinges, handles complete with all necessary paintings as per the	Nr	2	1,500,000.00	3,000,000.00

layout and details provided.
Overall size: 1800mm high x
2500mm wide

OFFICE

8	Fabricate and Supply OPEN file cabinet made from Hardwood timber as Mninga or equal approved including shelves and vertical member complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	1	1,500,000.00	1,500,000.00
9	Fabricate and Supply Hardwood Mninga or equal approved office table size 1800mm long x 700mm wide with lockable drawers including side table supplied with 1 Nos office chair.	Nr	1	1,300,000.00	1,300,000.00
10	Supply office chairs for visitor	Nr	2	250,000.00	500,000.00
STORE					
11	Supply and Fix Hardwood Mninga Shelf or equal approved, filing cabinets and lockers to the store offices respectively on the walls opposite to the doors as per the layout and details provided, width 400mm.	M	1	270,000.00	270,000.00
Sub Total					212,970,000.00
VAT (18%)					38,334,600.00
Grand Total VAT Inclusive					251,304,600.00

SECTION V: THE SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	Description	Unit of Measure	Quantity	Unit Price TZS.	Total Price TZS.	Warranty Period (Where applicable)
1	Fabricate, Supply and fix sitting chairs made using 20x20x1.5mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga or equal approved to seat and back with fair face finished with multiclear varnish and approved colour paint to metal surface; Size 400x400x900m m high.	Nr	700			
2	Supply, fabricate and fix hardwood mninga Dinning tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or	Nr	40			

	equal approved, with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 4000mm (L) x 1200mm (W)					
3	Supply, fabricate and fix hardwood mninga office tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, sides and bottom; with and including 3no, 400x150mm drawers; both with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 1800mm (L) x 700mm (W)	Nr	04			
4	Supply office executive chair with leather material to seat	Nr	04			

5	Supply office executive chair with leather material to seat and back fixed with 5 star base on casters for the podium	Nr	01			
6	Podium	Nr	01			
	CHANGING ROOMS					
7	Fabricate and Supply Lockers to male and Female changing room made from Hardwood timber as Mninga or equal approved including shelf and locks, hanger holder, hinges, handles complete with all necessary paintings as per the layout and details provided. Overall size: 1800mm high x 2500mm wide	Nr	2			
	OFFICE					
8	Fabricate and Supply OPEN file cabinet made from Hardwood timber as Mninga or equal approved including shelves and vertical member complete with all necessary	Nr	1			

	<p>paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide</p>					
9	<p>Fabricate and Supply Hardwood Mninga or equal approved office table size 1800mm long x 700mm wide with lockable drawers including side table supplied with 1 Nos office chair.</p>	Nr	1			
10	<p>Supply office chairs for visitor</p>	Nr	2			
11	<p>Supply and Fix Hardwood Mninga Shelf or equal approved, filing cabinets and lockers to the store offices respectively on the walls opposite to the doors as per the layout and details provided, width 400mm.</p>	M	1			

SECTION VI: THE TECHNICAL SPECIFICATIONS

(a) Supply and Installation of Furniture to the Assembly Hall at Mpuguso Teachers' College – Mbeya Region.

(b)

Item	Description of Goods	Units	Quantity	State 'Comply' or 'Not Comply'
1	Fabricate, Supply and fix sitting chairs made using 20x20x1.5mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga or equal approved to seat and back with fair face finished with multiclear varnish and approved colour paint to metal surface; Size 400x400x900mm high.	Nr	700	
2	Supply, fabricate and fix hardwood mninga Dinning tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, with fair face finished with multiclear varnish and approved colour paint to metal surface; overall size 4000mm (L) x 1200mm (W)	Nr	40	
3	Supply, fabricate and fix hardwood mninga office tables made up of 25x25x2mm Square Hollow Section (SHS) steel stands and surrounding frames fitted on rubber shoes and 20mm thick well kiln dried hardwood mninga top or equal approved, sides and bottom; with and including 3no, 400x150mm drawers; both with fair face finished with multiclear varnish	Nr	04	

	and approved colour paint to metal surface; overall size 1800mm (L) x 700mm (W)			
4	Supply office executive chair with leather material to seat	Nr	04	
5	Supply office executive chair with leather material to seat and back fixed with 5 star base on casters for the podium	Nr	01	
6	Podium	Nr	01	
	CHANGING ROOMS			
7	Fabricate and Supply Lockers to male and Female changing room made from Hardwood timber as Mninga or equal approved including shelf and locks, hanger holder, hinges, handles complete with all necessary paintings as per the layout and details provided. Overall size: 1800mm high x 2500mm wide	Nr	2	
	OFFICE			
8	Fabricate and Supply OPEN file cabinet made from Hardwood timber as Mninga or equal approved including shelves and vertical member complete with all necessary paintings as per the drawing provided. Overall size: 1800mm high x 2500mm wide	Nr	1	
9	Fabricate and Supply Hardwood Mninga or equal approved office table size 1800mm long x 700mm wide with lockable drawers including side table supplied with 1 Nos office chair.	Nr	1	
10	Supply office chairs for visitor	Nr	2	
	STORE			
11	Supply and Fix Hardwood Mninga Shelf or equal approved, filing cabinets and lockers to the store offices respectively on the walls opposite to the doors as per the	M	1	

layout and details provided, width 400mm.			
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NOTE: *Technical specifications of the item(s) offered state "comply" or "not comply" and give details of the areas of non-compliance.*

SECTION VII: THE SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1 (j)	The Purchaser is: The permanent Secretary, Ministry of Education, Science & Technology, Government City, Mtumba Area, Afya Street, P.O Box 10, 40479 DODOMA, Tanzania Telephone: 026 296 35 33 E-mail: info@moe.go.tz
2.	1.1(p)	The Supplier is: Masasi Construction Co. Ltd P.O Box 9580, Dar es Salaam
3.	1.1(q)	The Project is: "Supply and Installation of Furniture to the New Assembly Hall at Mpuguso Teachers' College – Mbeya Region.
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Tanzania
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is: Not Applicable
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten percent (10%) of the contract price.
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to Two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.

	Inspections and Tests (GCC 11)	
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
	Packing (GCC 12)	
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p><i>Goods shall be delivered properly in accordance with the minimum required technical specification.</i></p>
	Delivery and Documents (GCC 13)	
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	For Goods from within the United Republic of Tanzania:

		<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Insurance (GCC 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 16)	
14.	16.1	<p>Incidental services to be provided are:</p> <ul style="list-style-type: none"> <i>a. Re packing as per distribution list after inspection before delivery to the final destination</i> <i>b. Training/Demonstration to final user of equipment.</i>
	Spare Parts (GCC 17)	
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	Warranty (GCC 18)	
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be 6 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost

		<p>and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: thirty [30] days
	Payment (GCC 19)	
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in Tanzania Shillings in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the PE. (ii) On Shipment: 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10. (iii) On Acceptance: One Hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE. <p>Payment of local currency portion shall be made in Tanzania Shillings (TZS) within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed to the required standards.</p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian</p>

		<p>Shillings, as follows:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) On Acceptance: The remaining One Hundred (100) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be 0.001 percent of the contract price per day.
Prices (GCC 20)		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable.
Liquidated Damages (GCC 26)		
21.	26.1	<p>Applicable rate: 0.2 percent per day of undelivered materials/good's value</p> <p>Maximum deduction: is equal to the performance security.</p>
Procedure for Dispute Resolution (GCC 32)		
23.	32.3	<p>Arbitration institution shall be: Tanzania Institute of Arbitrators</p> <p>(a) Contract with Foreign Supplier</p> <p>any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by the arbitrator in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) Contracts with Supplier's who are nationals of the United Republic of Tanzania</p> <p>in case of a dispute between the Purchaser and a Supplier who is a national of the Tanzania, the dispute shall be referred to Adjudication or Arbitration in</p>

		accordance with the laws of Tanzania
		Place for carrying out Arbitration: Dodoma, Tanzania
24.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators
	Notices (GCC 35)	
26.	35.1	<p>PE's address for notice purposes: Permanent Secretary Ministry of Education, Science & Technology, Government City, Mtumba Area, Afya Street, P.O Box 10, 40479 DODOMA, Tanzania</p> <p>Telephone: 026 296 35 33</p> <p>Attn: Director of Procurement Management Unit</p> <p>Supplier's address for notice purposes: Masasi Construction Co. Ltd P.O Box 9580, Dar es Salaam</p>

SECTION VIII: THE GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) “The Contract” means the agreement entered into between the Procuring Entity (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			e) “ Completion ” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			<p>f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days</p> <p>g) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.</p> <p>i) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>j) “The Purchaser” means the person named as purchaser in the SCC and the legal successors in title to this person</p>
			k) “The Related 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, initial maintenance and other such obligations of the Supplier covered under the Contract.
		l)	“GCC” means the General Conditions of Contract contained in this section.
		m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
		n)	“SCC” means the Special Conditions of Contract.
		o)	“The PE” means the entity purchasing the Goods and related service, as named in SCC .
		p)	“The Supplier ” means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	“The Project Name” means the name of the project stated in SCC.
		r)	“Day” means calendar day.
		s)	'Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
		t)	“End User" means the organization(s) where the goods will be used, as named in the SCC .
		u)	“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		v)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “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</p>

			<p>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), confiscation or any other action by Government agencies.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>w) The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer.</p> <p>x) The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer.</p>
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Contractor's Tender, and (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	<p>If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.2	<p>If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>
6.	Country of Origin	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>
7.	Standards	7.1	<p>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	<p>The Supplier shall not, without the PE'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 PE 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 as far as may be necessary for purposes of such performance.</p>
		8.2	<p>The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.</p>
		8.3	<p>Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.</p>

		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
		b)	A cashier's or certified check.
		10.4	The performance security will be discharged by the PE 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, unless otherwise specified in SCC .
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11	Inspections and Test	11.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their 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 Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The 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, if any, specified in SCC , and in any subsequent instructions ordered by the PE.
13	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "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.
		13.3	Documents to be submitted by the Supplier are specified in SCC .

14	Insurance	14.1	The 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 SCC .
15	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
			a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e) Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17	Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the PE 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 PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.
18	Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they 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 (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	The PE 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.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the PE 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 PE may have against the Supplier under the Contract.

19	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.
		21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	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 PE's change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22	Contract Amendments	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23	Assignment	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24	Subcontracts	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity 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 Procuring Entity 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.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26	Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC . Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27	Termination for Default	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or
		b)	the Supplier fails to perform any other obligation(s) under the

			Contract;
		c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; and
		h)	if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			<p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>

		27.4	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>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.</p>
		28.2	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 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 Procuring Entity 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.
29.	Termination for Insolvency	29.1	The Procuring Entity 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 Procuring Entity.
30.	Termination for Convenience	30.1	The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The 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 Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity 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 and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1		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 .
		31.2		After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
		31.3		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.
32.	Procedure for Disputes	32.1		The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		32.2		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 incurred costs and expenses.
		32.3		The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Adjudicator	33.1		Should the Adjudicator resign or die, or should the Employer and the Supplier 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.
34.	Limitation of Liability	34.1		Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
			a)	The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and
			b)	The aggregate liability of the Supplier to the Procuring Entity, 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 or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

35.	Notices	35. 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 SCC .
		35. 2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36. 1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36. 2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36. 3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

SECTION IX: THE POWER OF ATTORNEY

**MASASI CONSTRUCTION COMPANY LIMITED BOARD RESOLUTION MCC/BML/21/463
FOR TENDER NO. ME-024/2021-2022/HQ/G/24**

Date: 05th November, 2021

Venue: Company's Office premises along Uhuru Street Plot no. 25 on 2nd Floor, Dar es salaam, Tanzania.

In Attendance

- | | | | Signature |
|----|-----------------|---|------------------------------|
| 1. | Pradeep Tank | - | Director/Grantee |
| 2. | Rimit B. Ladwa | - | Secretary of Board/ Director |
| 3. | Murtaza Waliji | - | Invitee |
| 4. | Bhavti R. Ladwa | - | Director/Grantor |

[Handwritten signatures in blue ink corresponding to the list above]

During the Company Meeting of Masasi Construction Co. Ltd, it was unanimously resolved and concluded in the matter regarding Powers of Attorney Specifically for Tender of **SUPPLY AND INSTALLATION OF FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHERS' COLLEGE; TENDER NO. ME-024/2021-2022/HQ/G/24** that the Grantee for the project shall be **Mr. Pradeep J. Tank**

[Handwritten signature of Rimit B. Ladwa]

.....
**RIMIT B. LADWA
GRANTOR**

[Handwritten signature of Bhavti R. Ladwa]

.....
**BHAVTI R. LADWA
GRANTOR**

[Handwritten signature of Pradeep J. Tank]

.....
**PRADEEP J. TANK
GRANTEE**



STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 08th day of November, 2021.

WE the undersigned **RIMIT B. LADWA** and **BHAVTI R. LADWA** being **DIRECTORS** of **MASASI CONSTRUCTION CO. LTD, P.O. Box 9580, DAR ES SALAAM**, a company incorporated in accordance with the **LAWS** of the **UNITED REPUBLIC OF TANZANIA**, by virtue of authority conferred to us by the Board Resolution No. **MCC/BML/21/463** of **05th day of November 2021**, do hereby ordain nominate and appoint **PRADEEP J. TANK** of **P.O. Box 9580, DAR ES SALAAM** to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender No. **ME-024/2021-2022/HQ/G/24** that is to say;

To act for the company and do any other thing or things incidental for; **ME-024/2021-2022/HQ/G/24** of **SUPPLY AND INSTALLATION OF FURNITURES TO THE NEW ASSEMBLY HALL AT MPUGUSO TEACHERS' COLLEGE.**

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **MASASI CONSTRUCTION** and delivered in the presence of us this **08th day of November, 2021.**

IN WITNESS whereof we have signed this deed on this **08th day of November, 2021.**, at **DAR ES SALAAM** for and on behalf of **MASASI CONSTRUCTION CO. LTD.**

SEALED and **DELIVERED** by the
Common Seal of **RIMIT B. LADWA**
This **08th day of November, 2021.**


.....
DONOR

SEALED and **DELIVERED** by the
Common Seal of **BHAVTI R. LADWA**
This **08th day of November, 2021.**


.....
DONOR

BEFORE ME:


.....
COMMISSIONER FOR OATHS



ACKNOWLEDGEMENT

I, PRADEEP J. TANK doth hereby acknowledge and accept to be Attorney of the said MASASI CONSTRUCTION CO. LTD under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

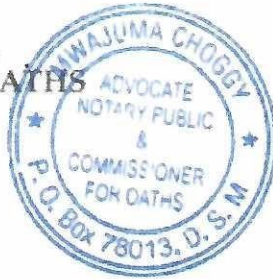
SIGNED AND DELIVERED by the said
PRADEEP J. TANK Identified to me
by RIMIT B. LADWA
The latter known to me personally
This 08th day of November, 2021.


.....
DONEE



BEFORE ME

.....
COMMISSIONER FOR OATHS



SECTION X: THE LEGAL DOCUMENTS (TIN, BUSINESS LICENSE, ETC)

CTIN: 1012487



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

**THIS IS TO CERTIFY THAT
MASASI CONSTRUCTION CO. LTD.**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

100-150-778

WITH EFFECT FROM: **01 July 1998**

TRA LOCATION: **ILALA**

TAX OFFICE: **ILALA**

PHYSICAL LOCATION: **PLOT No. 75 BLOCK No. 25**

STREET / AREA: **UHURU/LUMUMBA STREET**

ELJAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



TANZANIA REVENUE AUTHORITY

Certificate of Registration for Value Added Tax (VAT)

(ISSUED UNDER SECTION 20 OF THE VALUE ADDED TAX ACT NO. 24 OF 1997)

THIS IS TO CERTIFY THAT

MASASI CONSTRUCTION CO. LTD

WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS

100-150-778

HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)

AND ASSIGNED VAT REGISTRATION NUMBER (VRN)

10-003892-C

FOR BUSINESS LOCATED AT PLOT NO. 25 BLOCK 76
UHURU ST.

WITH EFFECT FROM 1st July 1998

GIVEN UNDER MY HAND

THIS 8th **DAY OF** June 1998


COMMISSIONER FOR VAT



NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF





TANZANIA REVENUE AUTHORITY

ISO: 9001 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licencing Authority TIN 101-372-650

Tax Certificate Number:

ILALA MUNICIPAL COUNCIL

571-0082-6976

MISSION STREET

Issuing Office: Kariakoo

P. O. Box 20950

Telephone:

DAR ES SALAAM

Date of Issue: 22 January 2021

Expiry Date: 31 December 2021

Taxpayer Name

MASASI CONSTRUCTION CO. LTD.

Trading Name

Taxpayer Identification Number **100-150-778**

VAT Registration Number

10-003892-C

Company Registration Number **8341**

Business Premises located at: Plot Number 75; Block Number 25; Street UHURU/LUMUMBA STREET

This is to certify that the above registered Taxpayer has complied with the tax laws and has been granted Tax Clearance Certificate with respect to the following business(es)

1 Quarrying of stone, sand and clay

2 Construction of buildings

3

4

This certificate should be tendered in its original form and it is valid only if it is embossed with the Official Seal.


ABDUL Y. MAEMBE

Official Seal

COMMISSIONER FOR DOMESTIC REVENUE

22 January 2021

Disclaimer: This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate

This Certificate is issued free of charge

Box 9580
DSM
CI: 8341 of
8th 6. 1981

GER/43002/22

TFN. 226
(Rev. 2/96)



JAMHURI YA MUUNGANO WA TANZANIA

PID: 201900803426
BID: 18027

LESENI YA BIASHARA

B 3843002

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka
1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

*Futa isiyotakiwa.

1. Ofisi iliyotolewa MANISPA YA ILALA
2. Nambari ya Ushuru wa mapato 100-150-778
3. Leseni imetolewa kwa MASASI CONSTRUCTION COMPANY LIMITED
kuendesha biashara ya BUILDING CONTRACTOR CLASS ONE.
katika Wilaya/Kanda* ya ILALA Mtaa UHURU/
LUMUMBA PLT
75/25
4. Ni ya Shina/Tawi*
Ada Sh. 1,000,000/- Nambari ya Stakabadhi 498883
ya tarehe 15.7.2021
5. Mpya inaendeleza* muda wa Leseni Na. 3489706
ya tarehe 20.7.2020
(ii) Muda wa leseni hii utaiisha 30 Juni 20 22

Tarehe

26/7/2021

0787 88 88 90

GP-Dsm

Sahihi na Muhuri wa Mtoaji Leseni



Kemuh

Niman

Box 9580
DSM
CI: 8341 of
8th 6. 1981

GER/43001/22



TFN. 226
(Rev. 2/96)

JAMHURI YA MUUNGANO WA TANZANIA

PID: 201900803426

BID: 18025

LESENI YA BIASHARA

B 3843001

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka
1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

*Futa isiyotakiwa.

1. Ofisi iliyotolewa MAJISPAA YA ILALA
 2. Nambari ya Ushuru wa mapato 100-150-778
 3. Leseni imetolewa kwa MASASI CONSTRUCTION COMPANY LIMITED
kuendesha biashara ya CIVIL WORKS CONTRACTOR CLASS THREE
katika Wilaya/Kanda* ya ILALA Mtaa UHURU/
LUMUMBA.
PLT 45125
 4. Ni ya Shina/Tawi*
Ada Sh. 700,000/= Nambari ya Stakabadi 498880
ya tarehe 15.7.2021
 5. Mpya inaendeleza* muda wa Leseni Na. 3489705
ya tarehe 20.7.2020
- (ii) Muda wa leseni hii utafisha 30 Juni 20 22



Tarehe

26/7/2022
0787 8888 90

[Signature]
[Signature]
Sahihi na Muhuri wa Mtoaji Leseni

GP-Dsm