

NATIONAL MUSEUM OF TANZANIA



CONTRACT

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

M/s HBT ENGINEERING COMPANY LTD

FOR

DESIGN AND BUILD OF A BODY FOR EXHIBITION VAN

CONTRACT No. PA/062/2021-2022/HQ/TCRP/W/31

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

MAY, 2022

1. FORM OF CONTRACT



This Agreement, made the 23rd day of May 2022

BETWEEN

THE NATIONAL MUSEUM OF TANZANIA (hereinafter called "the Employer") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam

AND

M/s HBT ENGINEERING COMPANY LTD (hereinafter called "the Contractor") with physical address Temeke Buza, having postal Address 40274, Dar-es-Salaam.

WHEREAS

The Employer is desirous that the Contractor execute Contract PA/062/2021-2022/HQ/TCRP/W/31 for **Design and Build of a Body for Exhibition Van** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein at the Contract Sum of T.Shs.85,381,437.00 (Tanzanian Shillings: **Eighty Five Million, Three Hundred Eighty One Thousand, Four Hundred Thirty Seven Only**) VAT inclusive (hereinafter called "Contract Price"), under a **Contractual duration of six (06) weeks** from Contract commencement date.

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

**ARTICLE I
DEFINITION**

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

ARTICLE II
OBLIGATION OF THE CONTRACTOR

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

ARTICLE III
OBLIGATION OF THE EMPLOYER

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

ARTICLE IV
THE CONTRACT

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

1. Form of Contract
2. Letter of Award / Acceptance
3. Contract Negotiation Minutes
4. Bid Form
5. Special Conditions of Contract
6. General Conditions of Contract
7. Specifications and Drawings
8. Bill of Quantities/Priced Activities Schedule
9. Contractor's Qualification Information
10. Any other documents deemed necessary.

ARTICLE V

EFFECTIVE DATE

This Contract for Design and Build of a Body for Exhibition Van at the Contract Sum of T.Shs.85,381,437.00 (Tanzanian Shillings: Eighty Five Million, Three Hundred Eighty One Thousand, Four Hundred Thirty Seven Only) VAT inclusive, under a Contractual duration of six (06) weeks from Contract commencement date, to be executed by M/s HBT Engineering Company Ltd shall come into force on the date signed by both Parties.

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

FOR AND ON BEHALF OF
THE NATIONAL MUSEUM
OF TANZANIA ("EMPLOYER")

Name: NOEL B. LWOGA

Signature: [Signature]

Designation: DIRECTOR GENERAL

Date: 23 MAY, 2022

Stamp

FOR AND ON BEHALF OF
M/S HBT ENGINEERING
COMPANY LTD ("CONTRACTOR")

Name: ISAYA A HINDI

Signature: [Signature]

Designation: CHIEF ENGINEER

Date: 23/05/2022

Stamp



IN WITNESS OF EMPLOYER

Name: METIBORA M. JEEJUNJ

Signature: [Signature]

Designation: HRS

Date: 23 MAY, 2022

IN WITNESS OF CONTRACTOR

Name: KAJJIAN MUJJA NKWEZA

Signature: [Signature]

Designation: ADVOCATE

Date: 23 MAY 2022



[Handwritten mark]

[Handwritten mark]

2. LETTER OF AWARD/ACCEPTANCE





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



In reply please quote:

17th May, 2022

Ref. No. CDA.286/436/01/ 220

M/s HBT Engineering Company Ltd,
P.O Box 40274,
DAR-ES-SALAAM

RE: AWARD TO YOU OF A CONTRACT FOR DESIGN AND BUILD OF A BODY FOR EXHIBITION VAN UNDER TCRP

Please refer to the above mentioned subject.

2. Following your approval by NMT Tender Board and the subsequent Negotiation made on 25/04/2022 and its minutes approved vide Circular Resolution No.23/2021/2022 of 28/04/2021; I am pleased to inform you that you have been awarded a **Contract for Design and Build of a Body for Exhibition Van** under TCRP at a negotiated Contract Sum of Tshs 85,381,437.00 (Tanzania Shillings Eight Five Million, Three Hundred, Eighty One Thousand Four Hundred Thirty Seven) VAT Inclusive, under a Contractual period of Six (06) weeks from commencement date.

3. It is my hope that you will meet our expectations.

4. Thank you for your cooperation.

Mawazo R. Jamvi
AG. DIRECTOR GENERAL



HBT ENGINEERING COMPANY LIMITED

P.O Box 40274
DAR ES SALAAM, TANZANIA.

E-mail: hbtengineering2021@gmail.com

TIN: 154-590-676

ENGINEERING COMPANY LIMITED

18 May 2022.

DIRECTOR GENERAL,
NATIONAL MUSIUM OF TANZANIA,
06 SHAABAN ROBERT STREET,
P.O.BOX 511,
DAR ES SALAAM.

Dear Sir/Madam

REF: ACKNOWLEDGEMENT OF RECEIVING OF AWARD LETTER WITH
REFERENCE NO CDA.286/436/01/220.

Refer to the heading above, we are HBT ENGINEERING COMPANY LIMITED trailer and body manufacturer with registration number 154590676.

We are writing this letter to confirm that we received award letter of a contract for **design and build of a body for exhibition van.**

We will produce the body according to the specifications we agreed on 25/04/2022 and by considering Tanzanian and East African road regulations.

Thank you for your cooperation

Eng. Isaya Hindi
Mechanical design engineer.



3. NEGOTIATION MINUTES



MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING
BETWEEN
NATIONAL MUSEUM OF TANZANIA (NMT) AND HBT ENGINEERING
COMPANY LTD

HELD ON MONDAY 25TH
APRIL, 2022 AT NMT

Attendance:

1. Mr. Athuman M. Pemba	-Chairperson	NMT
2. Mr. Daniel Ruta	-Secretary	NMT
3. Mr. Felix Mukuku	-Member	NMT
4. Mr. Moris M. Mpemba	-Member	NMT
5. Mr. Channce Ezekiel	-Member	NMT
6. Mr. Emmanuel Likwata	-Member	HBT ENG.
7. Mr. Isaya A.Hindi	-Member	HBT ENG.
8. Ms. Lulu N. Mwidete	-Secretariat	NMT

Item	Description	Action by
0.0	<p>Agenda</p> <ol style="list-style-type: none"> 1. Opening of the Meeting and Introduction 2. Confirmation of the Agenda 3. Contract Format 4. Confirmation of Specification 5. Scope of Requirement/Reduction for Budgetary reasons 6. Confirmation of Contract Sum 7. Delivery Schedule and Contract Period 8. Payment Terms 9. Any Other Business (AOB) 10. Closing the Meeting 	NMT / HBT Engineering Co.
1.0	<p>Opening and Introduction</p> <p>The Chairperson opened the meeting at 17.05 hrs Local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members.</p> <p>Then the Chairperson gave some few briefs regarding the overall negotiation meeting and what was expected from the two parties.</p>	NMT / HBT Engineering Co.

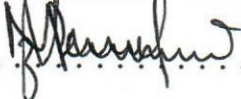


Item	Description	Action by
2.0	<p>Adoption of the Agenda The Chairperson of the Pre-Contract negotiations meeting asked the representative from the Contractor's side if they had any additional agenda apart from those presented by NMT, but they had nothing to add. Thereafter, members of the pre-contract negotiation meeting adopted the proposed Agenda as tabled.</p>	NMT / HBT Engineering Co.
3.0	<p>Contract Format Both parties agreed that the form of Contract is standard.</p>	NMT / HBT Engineering Co.
4.0	<p>Specifications The designed body of the Exhibition Van shall be built on the provided Cabin and Chassis and as per Engineering Drawings (as submitted by the Contractor) and the finished product (Built Body) shall correspond with Pictures given by the Employer.</p>	NMT / HBT Engineering Co.
5.0	<p>Scope of Requirement/Reduction for Budgetary Reasons It was presented to the Meeting by the Procurement Entity that the available budget was T.Shs 85,600,000.00 and therefore anything to be done should take into consideration of that. Following this situation, it was agreed by both parties that the below activities (as arranged in the Priced Activities Schedule) should be done;</p> <ol style="list-style-type: none"> 1. Design (Shs. 1,295,000.00) 2. Construction of Body Structure (Shs. 59,000,000.00) 3. Finishing Works (Interior & Exterior)-Shs 6,000,000.00 4. Installation of Equipment <ol style="list-style-type: none"> i) Built in Generator (3KVA)- Shs 3,500,000.00 ii) Air Conditioning System- Equiv. to 2800 BTU 2,150,000.00 iii) -removed iv) -removed v) -removed vi) -Disco Jocker Kit- Shs 1,700,000.00 vii) -Spot-Lights/Exhibition lights inside-Shs 700,000.00 viii) -removed ix) -removed x) Audio and Power Cables Shs. 250,000.00 5. External & Interior Branding with National Museum Advertisement- Removed 	NMT / HBT Engineering Co.



Item	Description	Action by
	The above mentioned items bring the Total of T.Shs 88,022,100.00 However, the Supplier agreed on providing 3% discount (Shs.2,640,663.00) on these items, thus making a Contract Sum of T.Shs 85,381,437.00	
6.0	Contract Sum The agreed Contract Sum was Tshs 85,381,437.00 (Tanzania Shillings Eight Five Million, Three Hundred, Eighty One Thousand Four Hundred Thirty Seven) VAT Inclusive.	
7.0	Delivery Schedule and Contract Period It was agreed by both parties that the duration of the contract shall be Six (06) weeks from Contract commencement date. This means that all works shall be completed within six weeks.	NMT / HBT Engineering Co.
8.0	Payment Terms It was agreed by both parties that payments will be effected into three installments as follows: <ul style="list-style-type: none"> • First Installment (Advance payment) this will be 20% of the Contract Sum • Second Installment-this will be 40% of the Contract Sum which will be paid after completion of Activity No.1 & No.2 • Third Installment (Final) will be 35% of the Contract Sum and will be paid after completion of the work. • Retention Money is 5% of the Contract Sum Also agreed on the Defect Liability to be One Year(1)	NMT / HBT Engineering Co.
9.0	AOB The meeting agreed to arrange for a physical inspection of HBT Engineering Co.Ltd working premises.	NMT / HBT Engineering Co.
10.	Closure of the Meeting The Chairperson closed the meeting at 19:25 hrs local time by the thanking all members for their active participation.	NMT /HBT Engineering Co.

Mr. Athuman M. Pemba

.....


For: NMT

Date. 05 / 05 / 22

Mr. Isaya A. Hindi

.....


For: HBT ENGINEERING CO.

Date. 05 / 02 / 22





4. BID FORM



QUOTATION SUBMISSION FORM

12th April 2022

To: NATIONAL MUSEUM OF TANZANIA
P. O. BOX 511
DAR ES SALAAM

We agree to supply the goods specified in the Schedule of Requirement and prices of the DESIGN AND BUILD OF A BODY FOR EXHIBITION VAN for tender number PA/062/2021/2022/HQ/TCRP/G/29 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TZS 122,779,000.00/= (One hundred twenty-two million, seven hundred seventy-nine thousand in Tanzanian Shillings).

We also offer to deliver the said goods within the period of Six (6) Weeks as specified in the Local Purchase Order and General Condition 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 hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: *John Nombo*

Name and Title of Signatory: JOHN NOMBO, DIRECTOR

Date: 11th April 2022

Name of Tenderer: HBT ENGINEERING COMPANY

Address: P. O. Box 40274 Dar es Salaam, Tanzania



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

A small handwritten mark in blue ink, possibly a signature or initials.

5. SPECIAL CONDITIONS OF CONTRACT

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

SCC Clause	GCC Clause	Description
1.	2	<p>The Employer is THE NATIONAL MUSEUM OF TANZANIA (hereinafter called "the Employer") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam</p> <p>The Project Manager is Director Museum and House of Culture</p> <p>The name and identification number of the Contract is: No. PA062/2021-2022/ HQ/TCRP/W/31 for Construction of Tembo Exhibition (Phase-II)</p> <p>The Works consist of Design and Build of a Body for Exhibition Van</p> <p>The Commencement Date shall be: Date of Cabin and Chassis handing over.</p> <p>The Intended Completion Date for the whole of the Works shall be: Six (06) Weeks from commencement date.</p> <p>The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows :</p> <ol style="list-style-type: none"> 1. Form of Contract 2. Letter of Award / Acceptance 3. Contract Negotiation Minutes 4. Bid Form 5. Special Conditions of Contract 6. General Conditions of Contract 7. Specifications and Drawings 8. Bill of Quantities/ Priced Activities Schedule 9. Contractor's Qualification Information 10. Any other documents deemed necessary.
	6	

		The Site is located at Dar-es-Salaam City.
2.		The Language of the Contract documents is English. The applicable Laws in this Contract shall be Tanzanian Laws.
4.	27	Arbitration shall take place at Dar Es Salaam in accordance with Tanzanian Arbitration Laws.
5.		The Defects Liability Period shall be One year after completion of the Project.
6.		The currency is TSHS.
7.	26	(i) The amount of liquidated damages per day shall be <i>0.1 percent of the Contract Price.</i> (ii) The maximum amount of liquidated damages is shall be 10% of the contract price.
8.	23.1	The amount of advance payment shall be 20 per cent of the Contract Price payable on request against Bank guarantee.

6. GENERAL CONDITIONS OF CONTRACT

Clause 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in **Clause 6** of these Conditions of Contract.

Clause 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

Employer National Museum of Tanzania

Engineer means the person appointed by the Employer, who is responsible for supervision of the Works and administering the Contract

Engineer's Representative means the person appointed by the Engineer who is responsible for supervision of the Works

Contractor means the person or persons or firm whose tender has been accepted by the Employer.

Works means the works to be executed in accordance with the contract.

Clause 3: Instructions

Instructions given by the Engineer shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the Contractor shall comply with such instruction. Within a period of **7 days**, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

Clause 4: Language

All notices, instructions, correspondence or any other written documentation concerning the contract shall be in English or Swahili as the parties may agree provided that all such documents to be provided for a contract executed in co-operation with a loan or grant source shall be in English.

Clause 5: Applicable Law

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

Clause 6: Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

1. Form of Agreement;
2. Letter of Acceptance;
3. Quotation Submission Form
4. Contract Data/ Special Conditions
5. General Conditions of Contract
6. Specifications
7. Drawings
8. Priced Bill of Quantities
9. Any Other document forming part of the Contract.

GENERAL OBLIGATIONS

Clause 7: Execution of Works

The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the completion of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

Clause 8: Adverse Physical Conditions

If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable by the Contractor; the Engineer shall determine any extension of time to which the Contractor is entitled.

Clause 9: Sub-contracting

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

Clause 10: Supervision of Works by Contractor

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

Clause 11: Inspection

The Engineer or his authorized representative has the right to inspect the works and the Contractor shall provide reasonable assistance for the same as and when required by the Engineer.

Clause 12: Rejected Works

Works not in compliance with the requirements of the contract will be rejected. On the instruction of the Engineer, the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Engineer.

Clause 13: Insurances

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for loss or damage to Contractors equipment and plant, Materials and for compensation of personal injury or death.

Clause 14: Liabilities of the Contractor

The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

Clauses 15: Force Majeure

- 15.1 Notwithstanding the provisions of GCC Clauses 26 and 228, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer 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 Employer in writing or in electronic forms that provide record of the content of communication, the Contractor 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.
- 15.4 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, the Contractor shall rectify the loss or damage. The Employer shall determine an addition to the contract price and may consider an extension of the contract period.

Clause 16: Quality of Materials and Workmanship

All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Engineer's instructions and subjected to such tests as the Engineer may require. The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.

Clause 17: Access to Materials

The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Engineer.

Clause 18: Clearance of Site

Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Engineer.

Clause 19: Health and Safety and Protection of the Environment.

The Contractor shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

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

Clause 20: Commencement and Completion of Work.

The Contractor shall commence and complete the works within the time specified in the Contract Data or within an extended contract period if such extended time is allowed by the Employer.

Clause 21: Variation

Upon the approval of the Employer, the Engineer may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the tender unit rates or in case no unit rate is applicable, such other rate as will be determined by the Engineer and agreed upon between the Employer and the Contractor.

PAYMENTS

Clause 22: Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.

The Engineer shall determine by measurement the value of the actual works and he shall pay for the works in compliance with such measurement at the contractually stipulated unit cost.

Limit within the quantities may vary and hence exceed the contract sum but requiring no approval of the Tender Board shall be fixed i.e. $\pm 10\%$.

Clause 23: Payments

23.1 Advance Payment

An advance payment of **15%** of contract value **may** be provided if so specified in the Contract Data upon submission of acceptable collateral. This advance payment will be deducted in equal instalments against each bill submitted by the Contractor, and shall be wholly recovered.

23.2 Interim Payments

Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of *amount stated in the Contract Data* will be withheld up to a maximum of 10% of contract price. Such retention money will be released together with the final payment certificate.

The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **14 working days** after approval of the interim certificate by the Engineer.

23.3 Final Payment

The Final payment certificate shall be effected within **28 working days** after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Engineer.

23.4 Delayed Payments

If the Employer fails to make payment within the time stated the Employer shall pay to the Contractor interest at the rate stated in the Contract Data.

23.5 Deductions to Payments

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

23.6 Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for plant/ equipment/ vehicle hire and material under this contract the Employer shall be entitled to withhold payments from the Contractor. The Employer shall make use of such withheld payments to pay the Contractor's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Employer by the Contractor under this contract.

Clause 24: Liquidated Damages

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

Clause 25: Settlement of Disputes

If disputes arise they shall be settled by mutual discussions. If the discussions fail to produce an agreement, either party has the option to go for arbitration in accordance with the laws of Tanzania.

Clause 26: Termination of Contract

26.1 If the Contractor fails to commence the works within the specified time or there are reasons to believe that he may not complete the works within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Engineer or he becomes bankrupt, the Employer

shall be entitled to terminate the contract and engage a new Contractor to carry out the works.

26.2 If the Employer fails to pay the Contractor within 60 days of the date of the Engineer's certificate, the Contractor may terminate the contract

Clause 27: Payment if Contract Terminated

If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this clause the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

Clause 28: Assignment

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

Clause 29: Notices

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

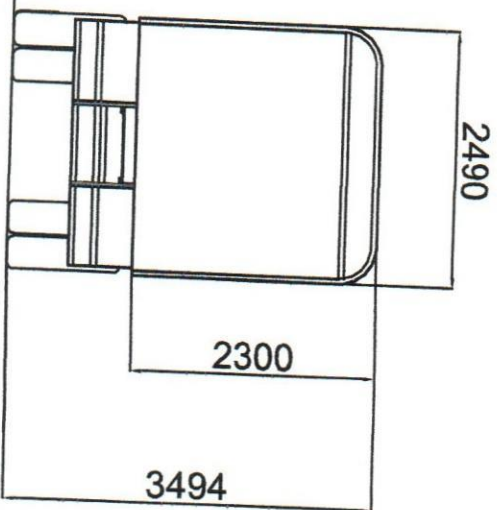
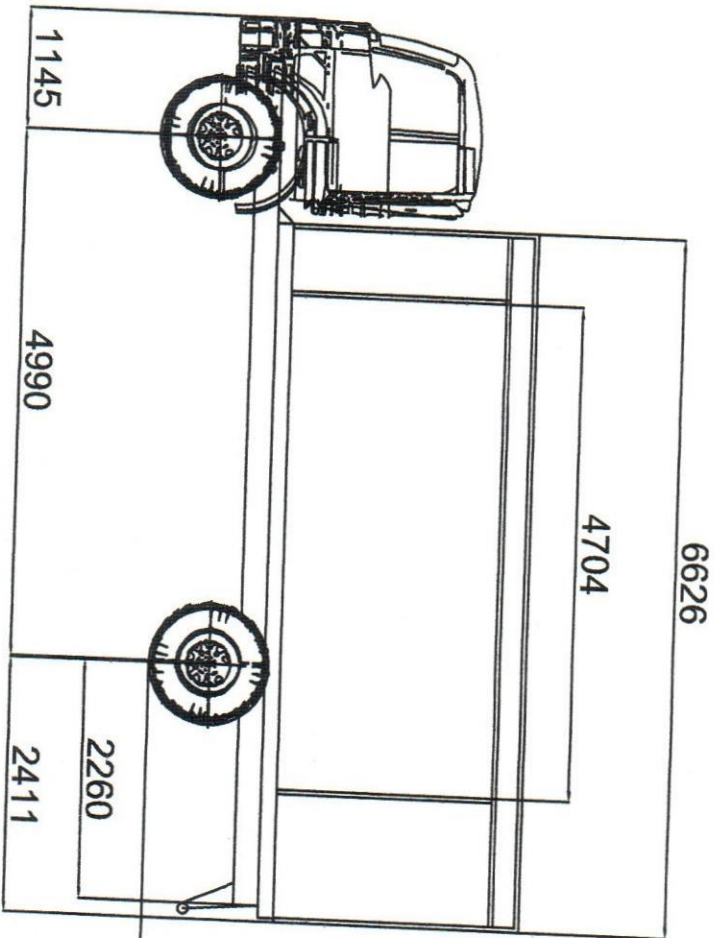
31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Clause 30: Change of Laws and Regulations

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

7. SPECIFICATIONS & DRAWINGS





NOTE.
 THESE ARE APPROXIMATE DIMENSIONS OF WHICH MAY
 CHANGE DUE TO PRACTICAL/PHYSICAL/TECHNICAL
 SPECIFICATION REQUIRED.

No. Qty	Name	Drawing No.	Revisions	Rev No	Revision note	Date	Signature	Checked
		2						

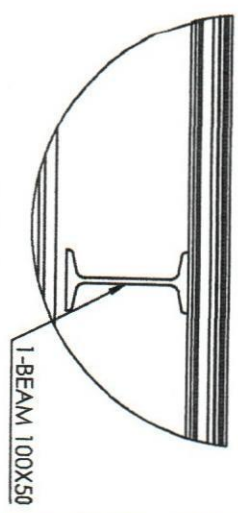
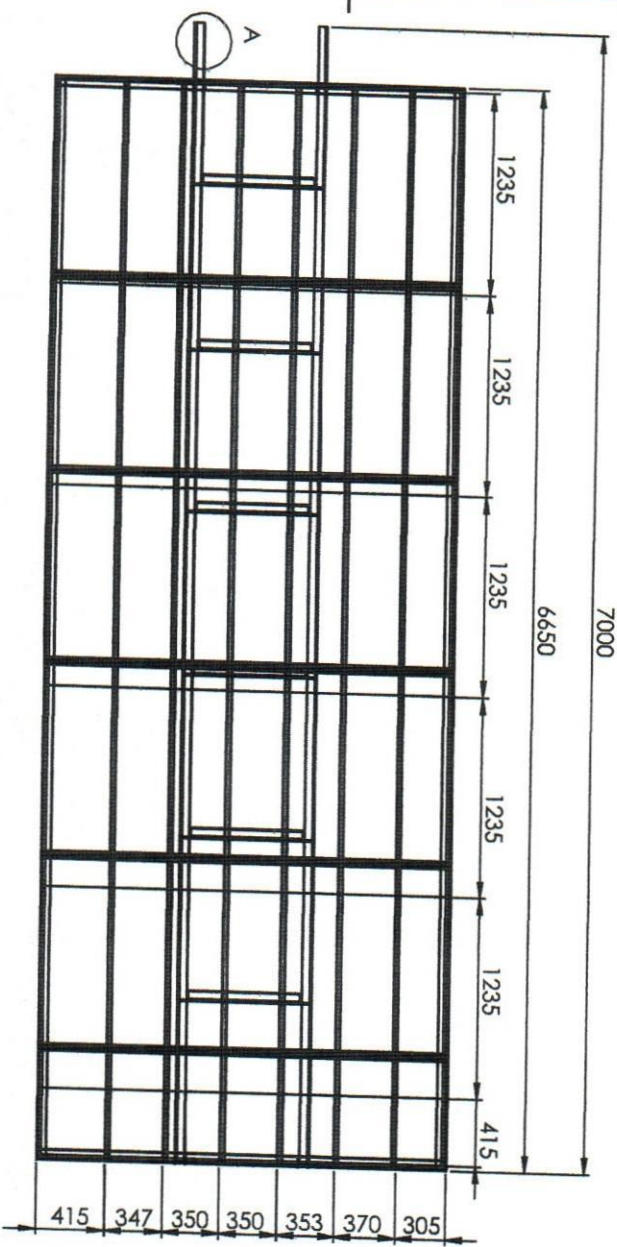
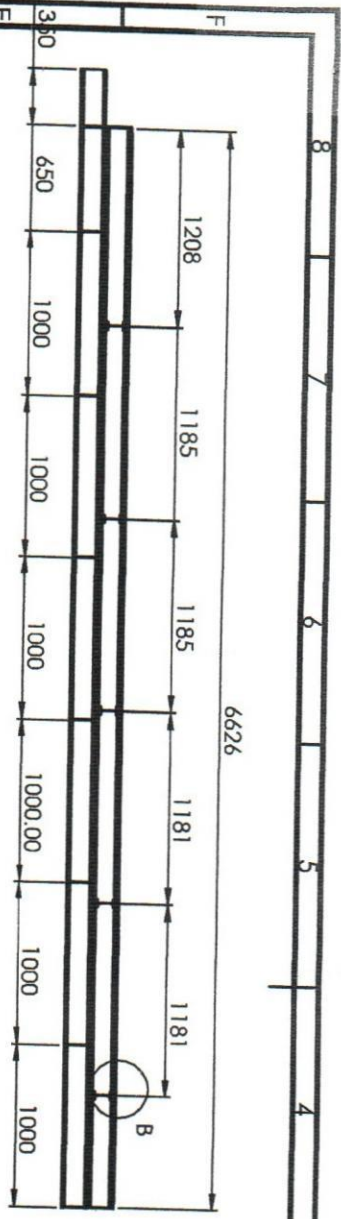
THIS DOCUMENT IS THE PROPERTY OF HBT ENGINEERING COMPANY LTD AND MUST NOT BE REPRODUCED, COPIED OR USED WITHOUT THE WRITTEN PERMISSION OF HBT ENGINEERING COMPANY LIMITED

HBT ENGINEERING COMPANY LIMITED
 TEMERE
 P.O.Box 40274
 Dar es Salaam, Tanzania hbtengineering2021@gmail.com
 Phone: +255 - 652-504496
 Email:

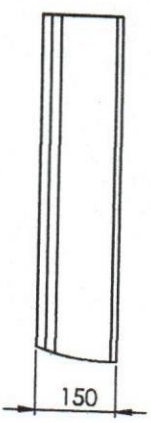
DOUBLE SKINNED INSULATED TRUCK PRINCIPLE DIMENSIONS

Scale	1:1	NAME	2822AHN-TDP-A-001	DRAWING NUMBER	2822AHN-TDP-A-001	DATE	24/03/2022	CLIENT:	NATIONAL ROBBERS
PROJECTION	1st Angle	Drawn by	Isahye Hemed	Checked by		DATE		Version	0
		Approved by		File name				Sheet	1/1

JOB: _____



DETAIL B
SCALE 1 : 4



DETAIL A
SCALE 1 : 4

UPN CHANNEL

PLEASE OBSERVE THE DRAWING
REMAIN TO BE OWNED BY
HBT ENGINEERING COMPANY AND
NOT TO BE REPRODUCED OR
COPIED

DRAWING NO: NMHBT/0022/02

DATE: 24/03/2022

COMPANY NAME: HBT ENGINEERING COMPANY LTD

NO.	NAME	DATE	REVISION AND BREAK SHARP LINES
1	ENG. ISAYA .A.H	24/03/2022	

TITLE: PLATFORM
DRAWING

DRAWING NO: NMHBT/0022/02

A3

MATERIAL: STEEL MATERIALS

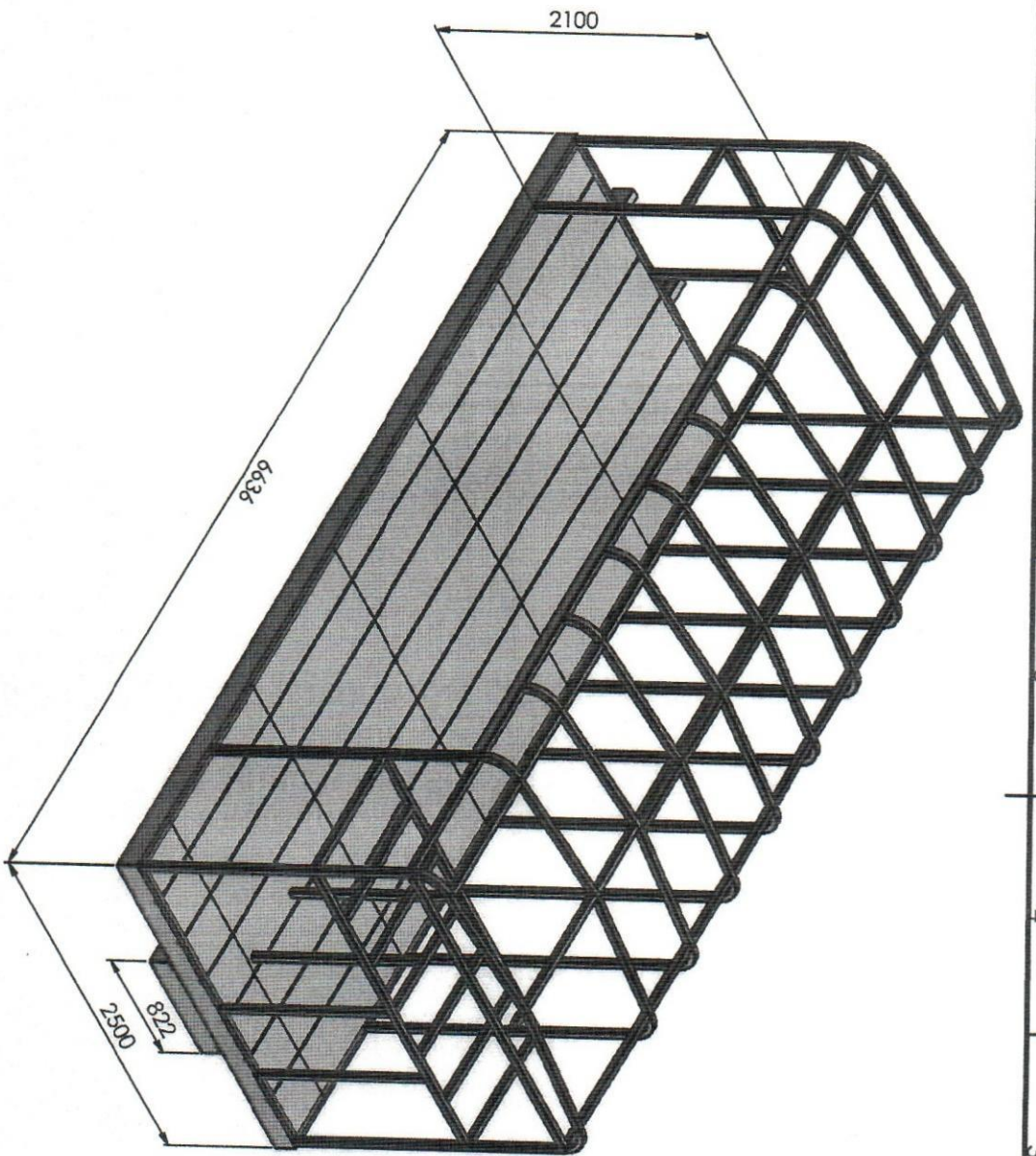
SCALE: 1:4

WEIGHT:

SCALE: 1:50

SHEET OF 1



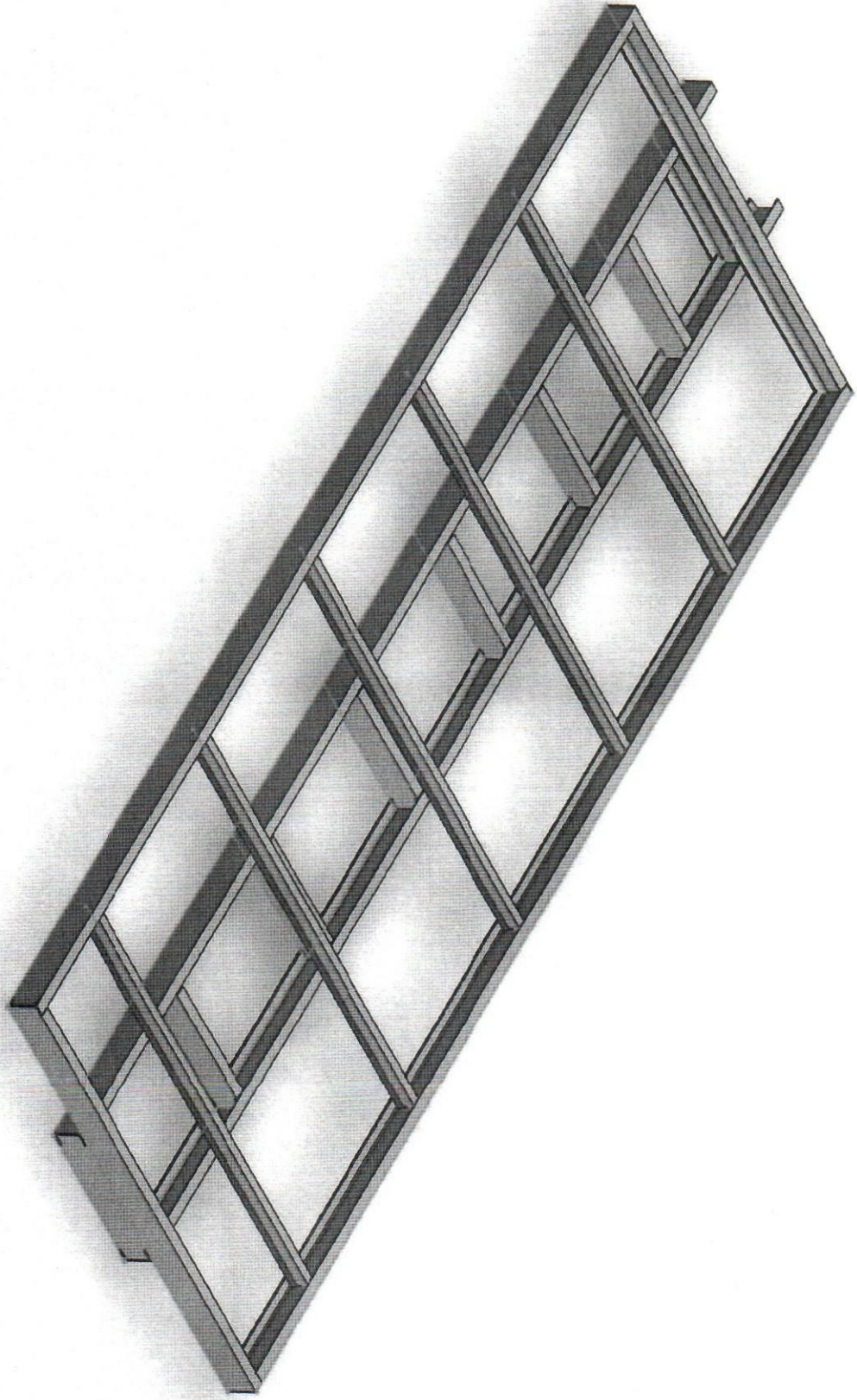


PLEASE OBSERVE THE DRAWING IS NOT TO BE OWNED BY HBT ENGINEERING COMPANY LTD SHOULD NOT BE REPRODUCED OR COPIED		PUBLISHING: MM SCALE: 1:1		CHECKER AND BREAK/SHARP EDGES	
NAME	DATE	TITLE		COMPANY NAME	
ENG. ISAYA .A.H	24/04/2022	ISOMETRIC DRAWINGS		HBT ENGINEERING COMPANY LTD	
MATERIAL:		DRAWING NO.		REVISION: 1	
STEEL MATERIALS		NMHBT/0022/05			
QA	WEIGHT:	SCALE: 1:1	SHEET: 1 OF 1		
			A3		

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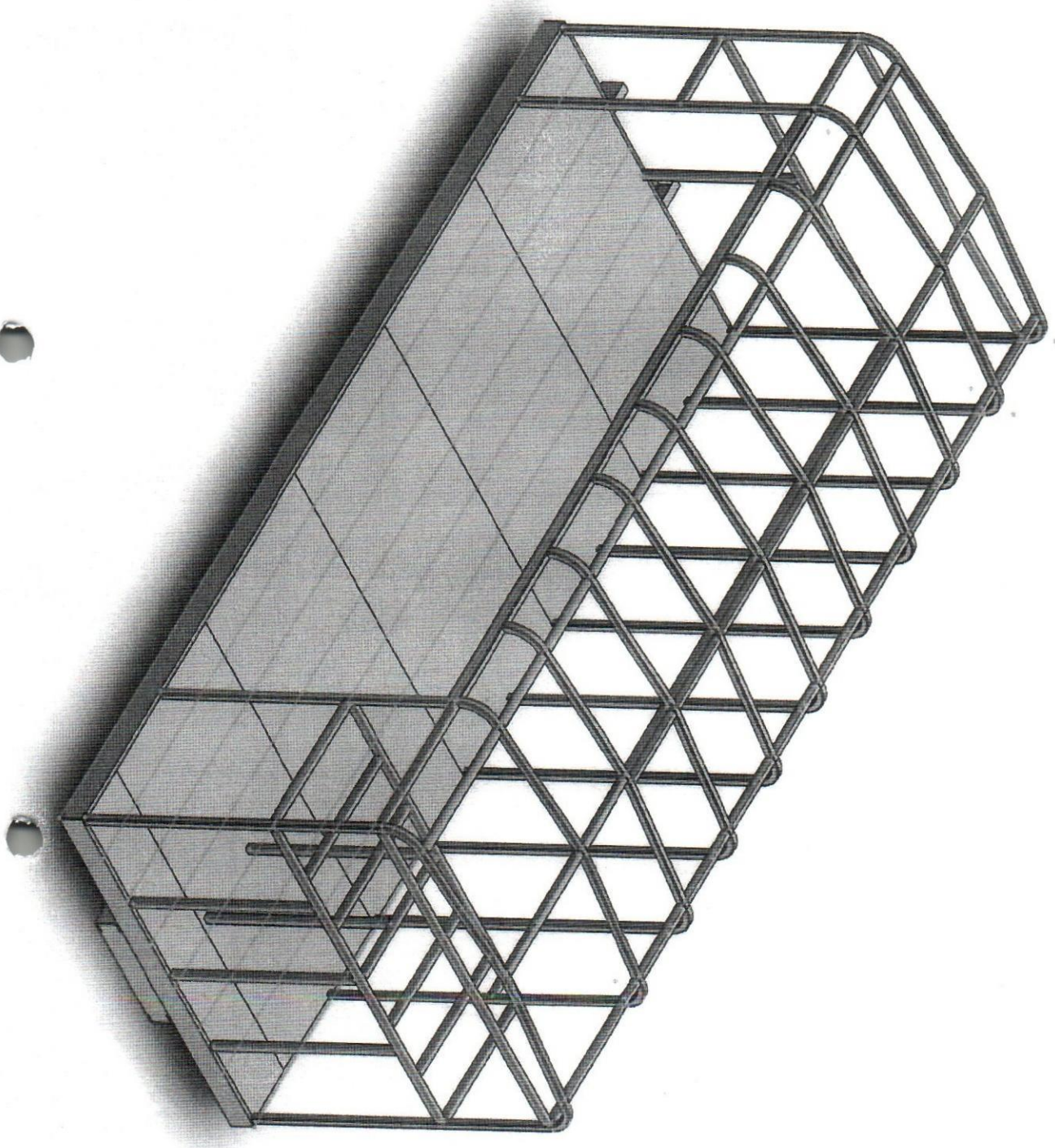
(14)

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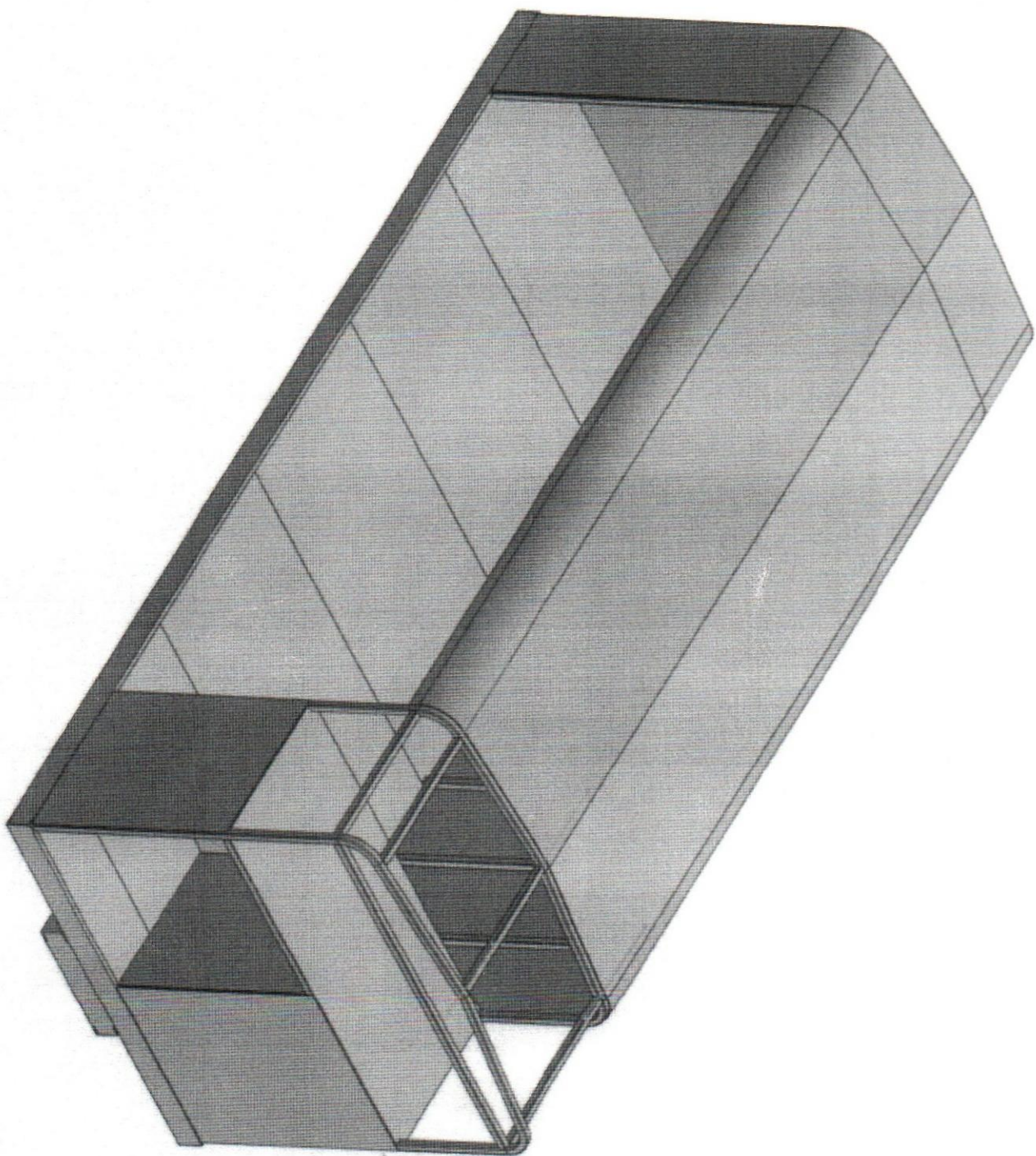
5





2

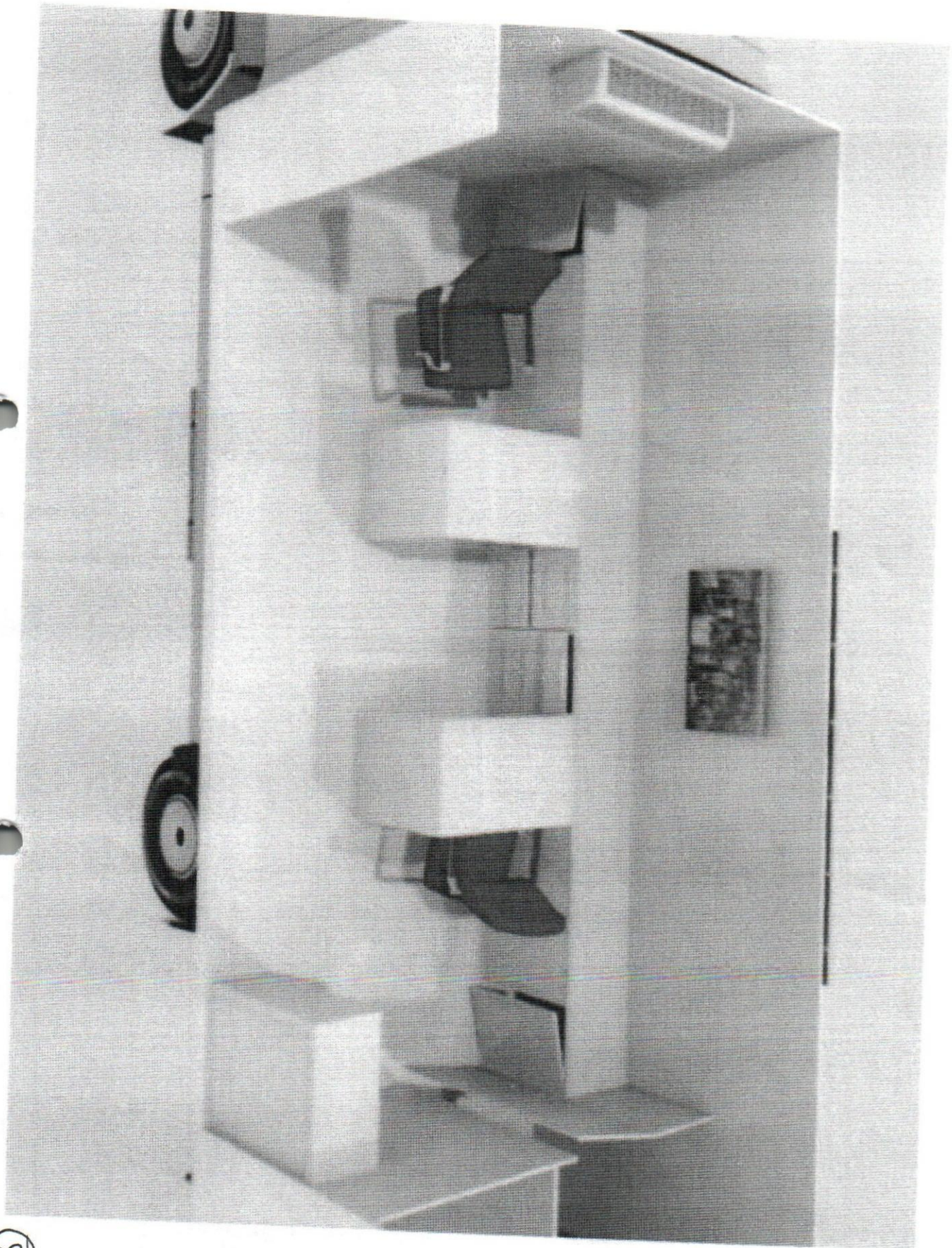




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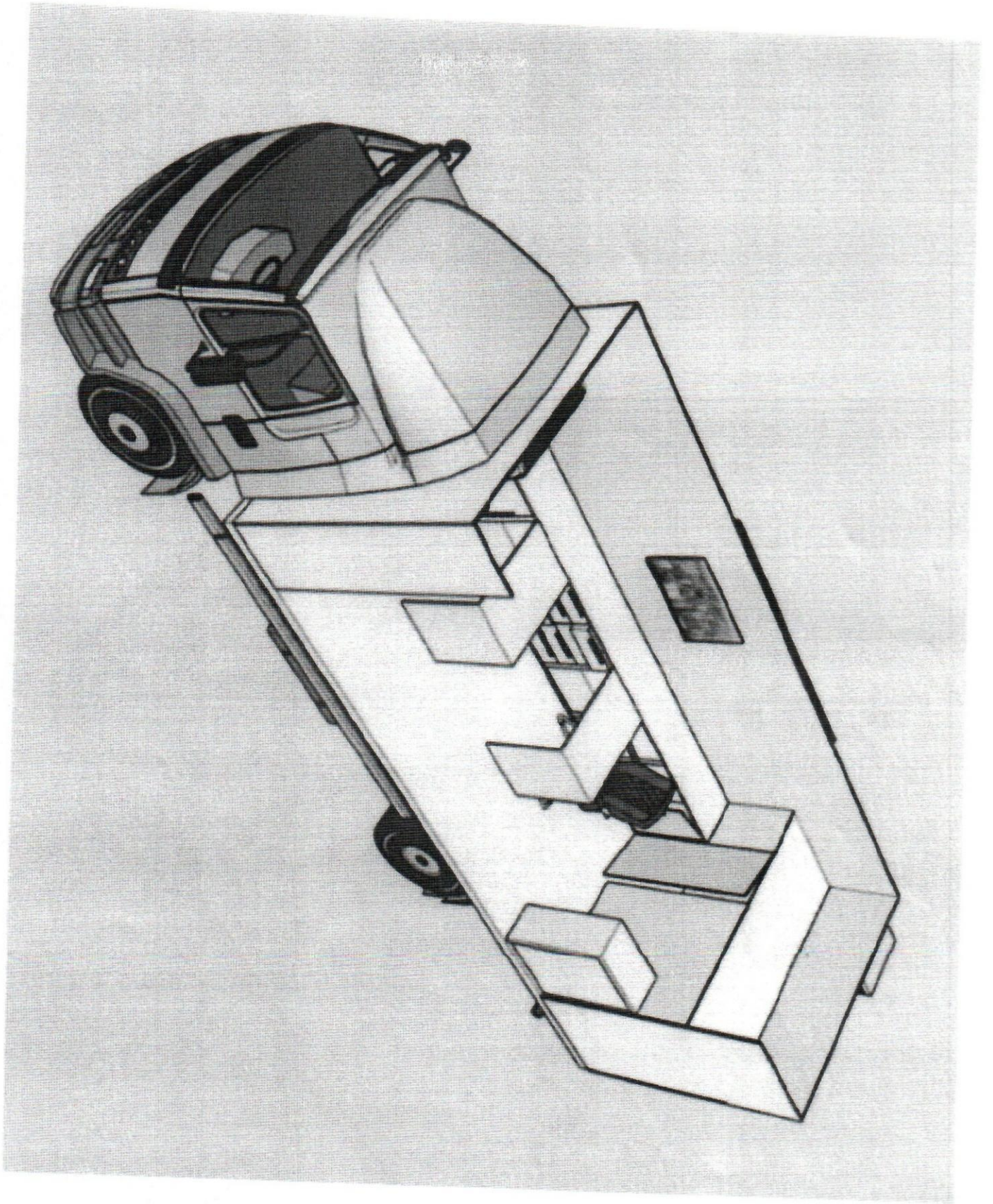
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8



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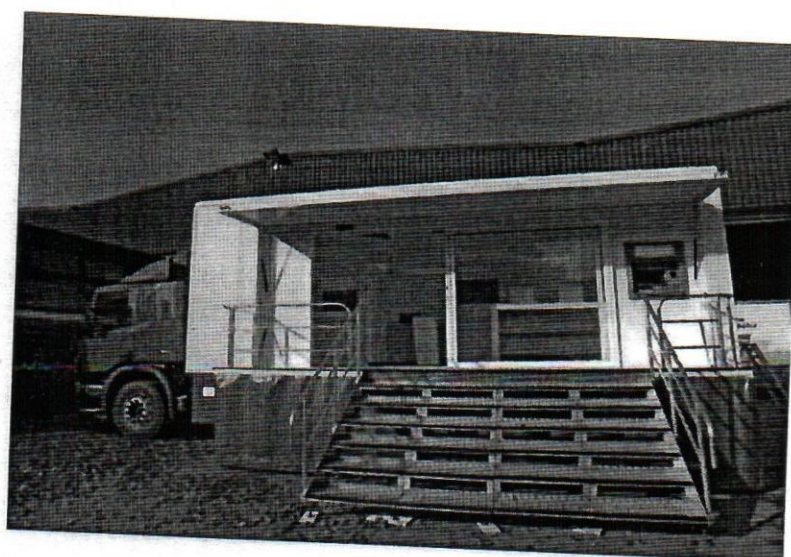


R

The vehicle will be branded for exhibitions and road shows in the interior and exterior parts.

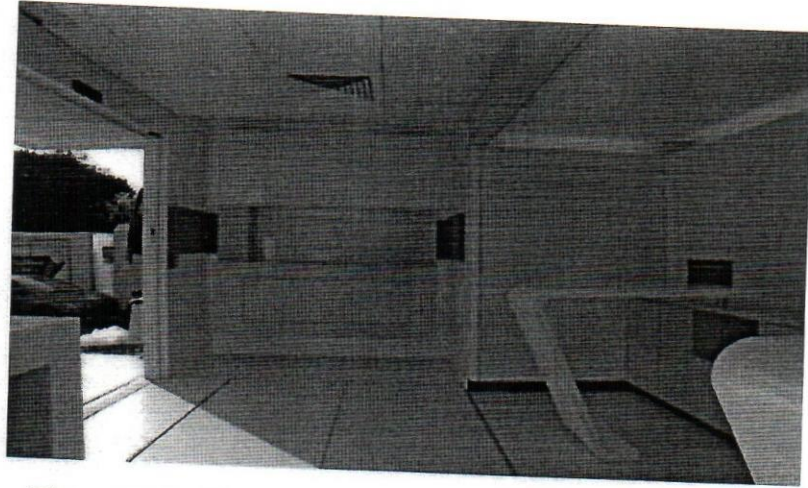


Picture1: Exhibition Vehicle outside will be branded with National Museum advertisements

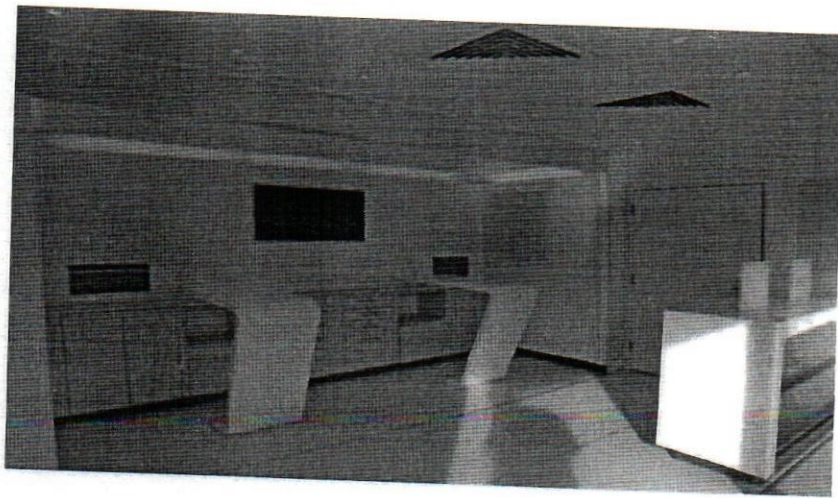


Picture 2: Exhibition Vehicle when it is open

10



Picture 3: Inside space which will be displayed exhibition



Picture 4: Inside counters and Television screen

①

②

③

8. PRICED SCHEDULE OF REQUIREMENT/ACTIVITIES



NEGOTIATED/REVISED PRICED SCHEDULE OF ACTIVITIES

Activity No.	Description of Activity	Activity Price
1.	<p>Design of a body of Exhibition Van on a given Cabin and Chassis (Hino 500GVW 9.94t).</p> <p>The design shall incorporate but not limited to the following features;</p> <ul style="list-style-type: none"> i) Materials to be used in construction shall be heat proof as to create an interior user-friendly environment for artists using the van, ii) Allow adequate interior space for displaying exhibits, iii) Provide adequate side door to allow outdoor exhibition viewers, iv) Provide two inbuilt dressing cabinets (male & female) for exchange of dresses during the performance as well as their storage facilities, v) Allow for the installation of all equipment described in No. 4 below. 	TZS 1,295,000.00
2.	<p>Construction/Assembly Materials for Body Structure</p> <p>All Materials to be used shall be those meeting TBS (Tanzania Bureau of Standards). The Contractor should give cost details of all materials to be used at this stage and their total cost.</p>	TZS 59,000,000.00
3.	<p>Finishing Works (Interior & Exterior)</p> <p>All cost details for finishing works such as; electrical works, interior and exterior paintings and all other works at this stage should be given,</p>	TZS 6,000,000.00
4.	<p>Installation of Equipment</p> <p>These are equipment which shall be installed in the Vehicle. Therefore, the design element (No.1) has to provide for that and their cost details should be provided:</p>	

i)	Built in Generator (3KVA)	TZS 3,500,000.00
ii)	Air Conditioning System - Equivalent to 2800 BTU	TZS 2,150,000.00
iii)	Disco Jocker Kit (DDJB3 with accessories)	TZS 1,700,000.00
iv)	Spot-lights / exhibition lights inside	TZS 700,000.00
	Audio and Power cables (Gls Audio Instrument Cables ¼ inch)	TZS 250,000.00
Total Price of Activities		TZS 74,595,000.00
VAT If Any (18%)		TZS 13,427,100.00
Grand Total		TZS 88,022,100.00
Less Negotiated discount (3%)		TZS 2,640,663.00
Negotiated Grand Total		TZS 85,381,437.00

9. CONTRACTOR'S QUALIFICATION INFORMATION





TANZANIA

Form 5



No. 504802

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **HBT ENGINEERING COMPANY** this 2nd day of **DECEMBER** year **2021** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **504802** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 2nd day of **DECEMBER** **TWO THOUSAND AND TWENTY ONE.**



Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.



TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Certificate of Incorporation of a Company

Section 15

No: 154590676

I HEREBY CERTIFY THAT

HBT ENGINEERING COMPANY LIMITED

is this day incorporated under the Companies Act, 2002
and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this 3rd day of
JANUARY TWO THOUSAND AND TWENTY TWO.



PRINC ASST. REGISTRAR OF COMPANIES



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 101-046-656
MKURUGENZI MANISPAA TEMEKE
NATIONAL STADIUM
P. O. Box 46343
DAR ES SALAAM

Tax Certificate Number:
141-0114-0488
Issuing Office: Temeke
Telephone: 022-2861122
Date of issue: 19 January 2022
Expiry Date: 31 December 2022

Taxpayer Name	HBT ENGINEERING COMPANY LIMITED		
Trading Name			
Taxpayer Identification Number	154-590-676	Vat Registration Number	
Company Registration Number	154-590-676		

Business Premises located at: Plot Number -; Block Number -; Street -

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

1	Manufacture of bodies (coachwork) for motor vehicles; manufacture of trailers and semi-trailers
2	
3	
4	

HERBERT M.T. KABEMELA
COMMISSIONER FOR DOMESTIC REVENUE
19 January 2022



Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

CTIN: 1777630



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
HBT ENGINEERING COMPANY LIMITED

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

154-590-676

WITH EFFECT FROM: **03 JANUARY 2022**


TRA LOCATION: **TEMEKE**

TAX OFFICE: **MBAGALA**

PHYSICAL LOCATION:

STREET / AREA: **STREET MASHINE YA MAJI, TANDIK.**

OFFICIAL SEAL


HERBERT M.T KABYEMELA
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
HBT ENGINEERING COMPANY LIMITED**

WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS

154-590-676

**HAS BEEN REGISTERED FOR VALUE ADDED TAX (TAX)
AND ASSIGNED VAT REGISTRATION NUMBER (VRN)**

40-046901-C

FOR BUSINESS LOCATED AT

**STREET MASHINE YA MAJI, TANDIK :
Dar es Salaam**

WITH EFFECT FROM

**10 May 2022
GIVEN UNDER MY HAND**

**THIS DAY OF
10th May 2022**


ABDUSUMAR FWAMBA



FOR NATIONAL DEVELOPMENT

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



FOR NATIONAL DEVELOPMENT

PID 202100336132.
BU2/22/87.

ID 82613

TFN. 226
(Rev. 2/96)



JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

B 3949187

(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 MANISPAA YA TEMEKE
2. Nambari ya Ushuru wa Mapato 154-590-676
3. Leseni imetolewa kwa HBT ENGINEERING COMPANY LIMITED
kuendesha biashara ya WORKSHOP
katika Wilaya/Kanda* ya TEMEKE Mtaa MASHINE YA MAJI
4. Ni ya Shina/Tawi*
Ada Sh. 150000/= Nambari ya Stakabadhi 1013343
ya tarehe 20/01/2022
5. Mpya/Inaendeleza* Muda wa Leseni Na. MPYA
ya tarehe —

(ii) Muda wa Leseni hiji utaiishia 19/01/2023

Tarehe 20/01/2022
CI NO: 154590676 Salihi na Muhuri wa Mtoaji Leseni

GP-Dsm 03/01/2022

