

*Original*

# NATIONAL MUSEUM OF TANZANIA



## CONTRACT

BETWEEN

**NATIONAL MUSEUM OF TANZANIA**

AND

**M/s TERA TECHNOLOGIES AND ENGINEERING  
LIMITED**

FOR

**SUPPLY AND INSTALLATION OF CCTV CAMERAS AT MWL.J.K.  
NYERERE (MJKNM) AND NATIONAL NATURAL HISTORY  
MUSEUM (NNHM) MUSEUMS**

**CONTRACT No. PA-062/2021-2022/NMT-HQ/TCRP/G/12**

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

**FEBRUARY , 2022**

1. FORM OF CONTRACT



This Contract, made the .....<sup>23<sup>rd</sup></sup>.....day of .....<sup>Feb.</sup>....., 2022

BETWEEN

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

AND

**M/s TERA TECHNOLOGIES AND ENGINEERING LIMITED**, Dar es Salaam  
(hereinafter called "the Supplier"). Having Postal Address 31257, Dar Es Salaam.

**WHEREAS**

The Purchaser is desirous that the Supplier execute Contract No. PA-062/2021 2022/NMT-HQ/TCRP/G/12 for Supply and Installation of CCTV Cameras at Mwl. J. K. Nyerere (MJKNM) and National Natural History Museum (NNHM) Museums (hereinafter called "the Goods") and the Purchaser has accepted the Tender by the Supplier for the execution and completion of such works and the remedying of any defects therein at a **Contract Price of T.Shs 49,603,896.00 (Tanzanian Shillings: Forty Nine Million, Six Hundred Three Thousand, Eight Hundred Ninety Six Only)**, VAT inclusive under contractual execution period of Two (02) months from commencement date ( herein called "Contract Price").

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

## **ARTICLE I DEFINITION**

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

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

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

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

The Buyer hereby covenants to pay the Supplier 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, vi

1. Form of Contract
2. Letter of Award / Acceptance
3. Contract Negotiation Minutes
4. Bid Form
5. Special Condition of Contract
6. General Condition of Contract
7. Specifications and Priced Bill of Quantities ( BoQ)
8. Supplier's Qualifications Information



**ARTICLE V**  
**EFFECTIVE DATE**

This Contract for Supply and Installation of CCTV Cameras at Mwl. J. K. Nyerere (MJKNM) and National Natural History Museum (NNHM) Museums at a Contract Price of T.Shs 49,603,896.00 (Forty Nine Million, Six Hundred Three Thousand, Eight Hundred Ninety Six Shillings Only), VAT inclusive under contractual execution period of Two (02) months from commencement date, to be executed by M/s TERA Technologies and Engineering Limited shall come into force on the date signed by both Parties.

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

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

Name: Joyce Mlinga  
Signature: [Signature]  
Designation: Ag. DG  
Date: 23/02/2022

For: DIRECTOR GENERAL  
NATIONAL MUSEUM OF TANZANIA  
DAR ES SALAAM

Stamp

**FOR M/s TERA TECHNOLOGIES AND ENGINEERING LIMITED (THE SUPPLIER)**

Name: DAUDI CHARLES  
Signature: [Signature]  
Designation: CHIEF EXECUTIVE OFFICER  
Date: 23/02/2022



Stamp

**IN WITNESS OF PURCHASER**

Name: LILIAN MUCHURUZA  
Signature: [Signature]  
Designation: SENIOR LEGAL OFFICER  
Date: 23/2/2022

**IN WITNESS OF SUPPLIER**

Name: PHILIPAS  
Signature: [Signature]  
Designation: HOD - Security Systems  
Date: 23/02/2022

[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:*

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

Ref. No. CDA.286/436/01/176

M/s Tera Technologies and Engineering Ltd,  
P.O. Box 31257,  
Dar es Salaam,

**RE: AWARD OF CONTRACT FOR SUPPLY & INSTALLATION OF CCTV  
CAMERAS AT NATIONAL NATURAL HISTORY MUSEUM AT ARUSHA &  
MWL. J.K. NYERERE MUSEUM (BUTIAMA) UNDER TCRP**

Please refer to the above mentioned subject.

Following your approval by NMT Tender Board No. 3/2021/2022 held on 11/01/2022, I am pleased to inform you that you have been awarded a **Contract for Supply and Installation of Cameras** at National Natural History Museum at Arusha & Mwl. J. K. Nyerere Museum (Butiama) under TCRP at a **Contract Price T.Shs. 49,603,896.00 (Tanzanian Shillings: Forty Nine Million, Six Hundred Three Thousand, Eight Hundred Ninety Six Only)** VAT inclusive under contractual execution period of **two (02) months**, from commencement date.

Thank you for your cooperation.

Dr. Noel B. Lwoga  
Director General



# TERA TECHNOLOGIES AND ENGINEERING LIMITED

DAR ES SALAAM: Mbezi Beach Africana, Plot No. 2283, Block H, Tarangire Street, Bagamoyo Road/Africana Drive, P.O. Box 31257, Dar es Salaam, Tanzania Tel/Fax: +255 22 2701611, Cell: +255 713 899 309, +255 767 598691 E-mail: info@teratech.co.tz, Website: www.teratech.co.tz DODOMA: Uhindin Street, Adjacent to Equity Bank, P.O. Box, 11080, Tel: 0717367391, Dodoma Municipal.

Our Ref: TTEL/2022LT/006  
Your Ref: CDA.286/436/01/176

25<sup>TH</sup> JANUARY, 2022

TO  
DIRECTOR GENERAL,  
P.O. BOX 511,  
DAR ES SALAAM.  
Dear Sir/Madam,

RE: TENDER NO: PA/062/2021-2022/HQ/TCRP/G/7 FOR SUPPLY & INSTALLATION OF CCTV CAMERAS AT NATIONAL HISTORY MUSEUM AT ARUSHA & MWL J.K NYERERE MUSEUM (BUTIAMA) UNDER TCRP

SUB: ACCEPTANCE LETTER

Reference is made to your letter with reference number. CDA.286/436/01/176 dated on 17<sup>th</sup> January, 2022 for acceptance of aforementioned tender with the fixed amount Tsh.49,603,896.00/= (Tanzanian Shillings Forty Nine Million, Six hundred Three thousand, Eight Hundred Ninety Six Only) VAT inclusive under contractual execution period of two (2) months, from commencement date.

We are hereby confirming the receipt of the acceptance letter to award contract and accept to undertake the contract with the stated amount.

We are also taking this opportunity to thank for your prompt decisions of awarding us this contract. It is great pleasure that have chosen to do business with our Company and we assure you of our best service always. Looking forward to hear from you for further processes.

Thank you for your cooperation.

Yours faithfully,

  
P.O. Box.31257...  
DAR ES SALAAM  
DANDI CHARLES  
CHIEF EXECUTIVE OFFICER  
For: TERA TECHNOLOGIES AND ENGINEERING LIMITED

MP

A



### 3. NEGOTIATION MINUTES

NA

D

MINUTES OF PRE- CONTRACT NEGOTIATION MEETING BETWEEN NATIONAL MUSEUM OF TANZANIA (NMT) AND TERA TECHNOLOGY ENGINEERING LTD ON SUPPLY & INSTALLATION OF CCTV CAMERAS AT NATIONAL NATURAL HISTORY MUSEUM AT ARUSHA & MWL. J.K. NYERERE MUSEUM (BUTIAMA) UNDER TCRP HELD ON 14/01/2022 AT PMU-OFFICE

**Attendance:**

1. Athuman Pemba	-Chairperson	-NMT
2. Daniel B. Ruta	-Secretary	-NMT
3. Christine Ngereza	-Member	-NMT
4. Kirondera N	-Secretariat	-NMT
5. Celina Mabulla	-Secretariat	-NMT
6. Phinias Muta	-Member	-TERA TECH
7. Yvonne Munisi	-Member	-TERA TECH
8. Nelson Kimaro	-Member	-TERA TECH

Item	Description	Action by
0.0	<p><b>Agenda</b></p> <ol style="list-style-type: none"> <li>1. Opening of the Meeting and Introduction</li> <li>2. Confirmation of the Agenda</li> <li>3. Contract Format</li> <li>4. Confirmation of Scope of Works and Contract Sum</li> <li>5. Duration of the Contract/Work Programme</li> <li>6. Confirmation of Key Personnel/ Staff</li> <li>7. Defect Liability/Warranty Period/Quality Assurance</li> <li>8. Payment Terms and Retention Amount</li> <li>9. Any Other Business (AOB)</li> <li>10. Closing the Meeting</li> </ol>	NMT/ TERA TECH.
1.0	<p><b>Opening and Introduction</b></p> <p>The Chairman opened the meeting at <b>14.00</b> hrs local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members. He gave some few briefs regarding the overall objective of the meeting and what was expected from the two parties.</p>	NMT/ TERA TECH.


Item	Description	Action by
2.0	<p><b>Confirmation of the Agenda</b></p> <p>The Chairperson of the Pre-Contract Negotiation 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/ TERA TECH.
3.0	<p><b>Contract Format</b></p> <p>The submitted format by the Employer was accepted by both parties.</p>	NMT/ TERA TECH.
4.0	<p><b>Confirmation of Scope of Works and Contract Sum</b></p> <p>The Scope of Works was confirmed to be as formerly provided in the Quotation document, with the exception of item No. 17 in which all accessories required should be quantified. It was confirmed that the Contract Sum is T.Shs. <b>49,603,896.00 (Tanzanian Shillings: Fourty Nine Million, Six Hundred Three Thousand, Eight Hundred Ninety Six Only)</b> VAT inclusive.</p>	NMT/ TERA TECH.
5.0	<p><b>Duration of the Contract/Work Programme</b></p> <p>It was agreed by the Meeting that the duration of the Contract shall not exceed two (2) months from commencement date.</p>	NMT/ TERA TECH.
6.0	<p><b>Confirmation of Key Personnel/ Staff</b></p> <p>It was agreed by the meeting that at least two Key Technical Personnel (with minimum qualifications of Technical Diplomas and three years' experience) shall be submitted for the assignment before commencement.</p>	NMT/ TERA TECH.
7.0	<p><b>Defect Liability/Warranty Period/Quality Assurance</b></p> <p>All goods to be installed shall be subjected to inspection and approval by the Client's representative before being installed. The warranty period of workmanship will be one (1) year while that of the goods supplied will be (2) years from the date of completion,</p>	NMT/ TERA TECH.
8.0	<p><b>Payment Terms</b></p> <p>It was agreed by both parties that payments shall be effected under the following arrangements;</p> <p><b>i. First Installment</b></p> <p>It was agreed by the parties that all Materials for Works will be delivered to the respective sites within three (03) Weeks</p>	NMT/ TERA TECH






Item	Description	Action by
	<p>from the date of Signing a Contract. Thereafter, payments for them will be effected upon Inspection and Valuation Report <b>(the amount to be paid will be determined by valuation of materials)</b> of the Materials received not later than Seven working days after receiving the said report provided it should not exceed 60% of the Contract Price.</p> <p><b>ii. Second/Final Installment</b> It was agreed by the parties that the Second and Final Installment <b>(the amount to be paid will be determined by deducting value of materials paid and retention from total Contract Sum)</b> will be paid upon completion of the Works based on Completion Report. Payments will effected not later than Seven working days after receiving the said report.</p> <p><b>iii) Retention Money</b> It was agreed by both Parties that the payment of <b>5% (T.Shs2,480,194.80)</b> of the Contract price shall be paid in three months after payment of the final installment.</p>	
9.0	<p><b>AOB</b> There were no Any Other Business</p>	NMT/ TERA TECH
10.0	<p><b>Closure of the Meeting</b> The Chairperson closed the meeting at 15:10 hrs local time by thanking all members for their active participation.</p>	NMT/ TERA TECH

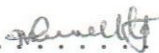
Mr. Athuman Pemba

.....  


For: NMT

Date: 14/02/2022

Mr. Phinias Muta

.....  


For: M/s TERA Technology and Engineering Ltd

Date: 14/02/2022







#### 4. BID FORM

MA

D

# 1. QUOTATION SUBMISSION FORM

To:

31<sup>st</sup> December, 2021

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

We agree to supply the goods specified in the Schedule of Requirement and prices of the Supply And Installation Of Cctv Camera At National Natural History And At Mwl.I.K. Nyerere Museums for Quotation No: PA/062/2021-2022/HQ/ICRP/G/7 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Tzs. 49,603,896.00/-, Forty Nine Million Six Hundred Three Thousand Eight Hundred Ninety Six Only VAT Inclusive in Tanzanian Shillings.

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

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

Authorized Signature: .....

Name and Title of Signatory: DAUDI CHARLES - CHIEF EXECUTIVE OFFICER

Date: 31<sup>ST</sup> DECEMBER, 2021.

Name of Tenderer: TERA TECHNOLOGIES AND ENGINEERING LIMITED.

Address: P.O.BOX 31257, DAR ES SALAAM

**5. SPECIAL CONDITIONS OF CONTRACT**

MA

B

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

SCC Clause	GCC Clause	Description
1.		<p>The Employer is <b>THE NATIONAL MUSEUM OF TANZANIA</b> (hereinafter called "<b>the Purchaser</b>") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam</p> <p>The Contract Supervisor is: i) <b>Director of Mwl. J. K. Nyerere Museum (MJKNM) for Works to be done at MJKNM and</b> ii) <b>Director of National Natural History Museum (NNHM) Museum for works to be done at NNHM</b></p> <p>The name and identification number of the Contract is No. <b>PA062/2021-2022/NMT-HQ/TCRP/G/12</b></p> <p>The Works consist of: <b>Supply and Installation of CCTV Cameras at Mwl. J. K. Nyerere (MJKNM) and National Natural History Museum (NNHM) Museums as detailed in Specifications and Priced Bill of Quantities ( BoQ)</b></p> <p>The Commencement Date: <b>After Signing of Contract</b> The Intended Completion Date: <b>Two Months</b></p> <p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> <li>1. Form of Contract</li> <li>2. Letter of Award / Acceptance</li> <li>3. Contract Negotiation Minutes</li> <li>4. Bid Form</li> <li>5. Special Condition of Contract</li> <li>6. General Condition of Contract</li> <li>7. Specifications &amp; Priced Bill of Quantities (BoQ)</li> <li>8. Supplier's Qualifications Information</li> </ol> <p>The Site is located at <i>National Natural History Museum at Arusha and Mwl. J.K. Nyerere Museum at Butiama</i></p>
2.	15.4	The currency shall be in Tanzanian Shillings.
3.	22	<ol style="list-style-type: none"> <li>(i) The amount of liquidated damages per day shall be <i>0.1 percent of the Contract Price.</i></li> <li>(ii) The maximum amount of liquidated damages is shall be 10%of the contract price.</li> </ol>
4.	27.1	Where the two parties fail to resolve amicably dispute arising from this Contract, they shall appoint an Adjudicator who shall be accepted and be paid his fee by both parties for adjudication assignment.
5.	27.4	If this adjudication fails, Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
6	29 30	<p>The Language of the Contract documents is English.</p> <p>The applicable laws in this Contract shall be Tanzanian Laws.</p>



**6. GENERAL CONDITIONS OF CONTRACT**

MP

R

## GENERAL

### Definitions

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

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

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

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

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

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

### 2.0 Eligibility

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

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

2.3 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services

are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

### **3.0 Standards**

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

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

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

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

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

### **5.0 Patent Rights**

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



## 6.0 Performance Security

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## 7.0 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and



the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **8.0 Packing**

8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the Local Purchase Order and through any subsequent instructions issued by the Purchaser.

## **9.0 Delivery and Documents**

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Local Purchase Order.

9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9.3 Documents to be submitted by the Supplier are specified in the Local Purchase Order and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## 10.0 Insurance

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

## 11.0 Transportation

- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 12.0 Incidental Services

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

## 13.0 Spare Parts

- 13.1 If specified in the Local Purchase Order, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and



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

#### 14.0 Warranty

- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### 15.0 Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.



- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

#### **16.0 Prices**

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

#### **17.0 Change Orders**

- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) methods of shipment, packing, construction or performance;
  - (c) the place of delivery; and/or
  - (d) incidental services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### **18.0 Contract Amendments**

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



## 19.0 Assignment

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

## 20.0 Sub-contracts

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

## 21.0 Delays in the Supplier's Performance

21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.



## 22.0 Liquidated Damages

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

## 23.0 Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or



services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **24.0 Force Majeure**

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

#### **25.0 Termination for Insolvency**

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

#### **26.0 Termination for Convenience**

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

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## 27.0 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.



- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28.0 Limitation of Liability**

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

## **29.0 Governing Language**

- 29.1 The Governing Language shall be English.

## **30.0 Applicable Law**

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

## **31.0 Notices**

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of



communication to the other party's address specified in the Local Purchase Order.

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

### **32.0 Taxes and Duties**

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

### **33.0 Change of Laws and Regulations**

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



7. SPECIFICATIONS/PRICED SCHEDULE OF REQUIREMENT

NR

8

## NMT SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	RATE (TZS)	AMOUNT (TZS)
<b>LOT 1: NATIONAL NATURAL HISTORY MUSEUM ARUSHA</b>					
1	NVR 32 Channels	PC	1	1,392,000.00	1,392,000.00
2	CAMERAS INDOOR Fixed Bullet, 6MP Varifocal, Dark fighter/Night vision.	PC	5	392,000.00	1,960,000.00
3	CAMERAS OUTDOOR Fixed Bullet, 8MP Varifocal, Dark fighter/Night vision.	PC	4	436,800.00	1,747,200.00
4	CAMERAS DOME, 6MP Varifocal, Dark fighter/Night vision.	PC	7	312,200.00	2,185,400.00
5	CAMERAS DOME, 8 6MP Varifocal, Dark fighter/Night vision.	PC	2	343,000.00	686,000.00
6	OUTDOOR CAMERA PTZ, 4MP	PC	1	1,276,800.00	1,276,800.00
7	STORAGE Surveillance Hard Disk 6Tb	PC	1	637,500.00	637,500.00
8	POE SWITCH Smart managed, 16 10/100M RJ45 PoE ports, 2 Gigabit combo ports 802.3af/at PoE power budget 230W	PC	1	644,000.00	644,000.00
9	DATA CABINET Size 12U: associated with: - Brush panel, 48 ports patch panel	PC	1	852,800.00	852,800.00
10	MONITOR 55 Inches	PC	1	2,750,000.00	2,750,000.00
11	HDMI CABLE 30M	PC	1	150,000.00	150,000.00
12	PATCH CODES 1m cat 6	Roll	16	7,500.00	120,000.00
13	UPS 2KVA EVI UPS	PC	1	1,500,000.00	1,500,000.00
14	UTP Cable Cat6 cable indoor	Roll	3	370,000.00	1,110,000.00
15	UTP Cable Cat6 cable outdoor	Roll	1	450,000.00	450,000.00
16	POLE Height: 4m and diameter: 2.5	PC	1	450,000.00	450,000.00
17	ACCESSORIES RJ 45 Connectors, waterproof box, trunks, fishers, screws, TV wall bracket	Lot	1	500,000.00	500,000.00
18	TRENC EXCAVATION AND BACK FILLING	M	50	4,500.00	225,000.00
19	INSTALLATION CHARGE	LOT	1	1,750,000.00	1,750,000.00

### LOT 2: MWI. I.K. NYERERE MUSEUM - BUTIAMA

1	NVR 32 Channels	PC	1	1,392,000.00	1,392,000.00
2	CAMERAS INDOOR Fixed Bullet, 6MP Varifocal, Dark fighter/Night vision.	PC	1	392,000.00	392,000.00



*MA*

*A*



3	<b>CAMERAS OUTDOOR</b> Fixed Bullet, 8MP Varifocal, Dark fighter/Night vision.	PC	7	436,800.00	3,057,600.00
4	<b>CAMERAS</b> DOME, 6MP Varifocal, Dark fighter/Night vision.	PC	13	312,200.00	4,058,600.00
5	<b>CAMERAS</b> DOME, 8 6MP Varifocal, Dark fighter/Night vision.	PC	2	343,000.00	686,000.00
6	<b>STORAGE</b> Surveillance Hard Disk 6Tb	PC	1	637,500.00	637,500.00
7	<b>POE SWITCH</b> Smart managed, 16 10/100M RJ45 PoE ports, 2 Gigabit combo ports 802.3af/at PoE power budget 230W	PC	1	644,000.00	644,000.00
8	<b>DATA CABINET</b> Size 12U: associated with: 48 ports patch panel Brush panel,	PC	1	852,800.00	852,800.00
9	<b>MONITOR</b> 55 Inches	PC	1	2,750,000.00	2,750,000.00
10	<b>HDMI CABLE</b> 30M	Roll	1	150,000.00	150,000.00
11	<b>PATCH CODES</b> 1m cat 6	PC	16	7,500.00	120,000.00
12	<b>UPS</b> 2KVA EVI UPS	PC	1	1,500,000.00	1,500,000.00
13	<b>UTP Cable</b> Cat6 cable indoor	Roll	4	370,000.00	1,480,000.00
14	<b>UTP Cable</b> Cat6 cable outdoor	Roll	1	450,000.00	450,000.00
15	<b>POLE</b> Height: 4m and diameter: 2.5	PC	2	450,000.00	900,000.00
16	<b>ACCESSORIES</b> RJ 45 Connectors, waterproof box, trunks, fishers, screws, TV wall Bracket	Lot	1	550,000.00	550,000.00
17	<b>TRENCH EXCAVATION AND BACK FILLING</b>	M	40	4,500.00	180,000.00
18	<b>INSTALLATION CHARGE</b>	Lot	1	1,850,000.00	1,850,000.00
<b>Total Amount for Supply of Goods excluding VAT</b>					<b>42,037,200.00</b>
<b>Add VAT</b>					<b>7,566,696.00</b>
<b>Total Amount for Supply of Goods (including VAT)</b> Goods to supplied to [insert destination of goods]					<b>49,603,896.00</b>

Total Amount in TZS.(in words)	<i>Forty Two Million Thirty Seven Thousand Two Hundred Only, excluding VAT</i>
The delivery period offered is:	<i>60 days from date of LPO</i>



*M*

*D*

8. CONTRACTOR'S QUALIFICATION INFORMATION

MF

o

TCRA/I&M/001/2019

THE UNITED REPUBLIC OF TANZANIA  
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY



**LICENCE FOR INSTALLATION AND MAINTENANCE OF  
ELECTRONIC COMMUNICATIONS EQUIPMENT**

**MARKET SEGMENT: CLASS B**

I HEREBY CERTIFY THAT: **TERA TECHNOLOGIES AND ENGINEERING LIMITED**  
of Postal Address: **P.O.BOX 31257,  
14112 DAR ES SALAAM.**

is licensed by the Tanzania Communications Regulatory Authority to **INSTALL AND MAINTAIN ELECTRONIC COMMUNICATIONS EQUIPMENT** in the United Republic of Tanzania for a period of **THREE (3) YEARS** with effect from **6<sup>th</sup> February, 2019** in accordance with Section 23 (1) (a) of the Electronic and Postal Communications Act, Cap. 306 of the Laws of Tanzania and Section 6 of the Tanzania Communications Regulatory Authority Act Cap. 172 of the Laws of Tanzania and with the licence conditions as provided overleaf.

Given under my hand and the seal of the Authority at Dar es Salaam this **6<sup>th</sup> day of February, 2019.**

  
=====

Eng. James M Kilaba  
**DIRECTOR GENERAL**

  
=====

IN THE PRESENCE OF THE SECRETARY TO THE BOARD

MP

Q





THE UNITED REPUBLIC OF TANZANIA  
 PRIME MINISTER'S OFFICE  
 LABOUR, YOUTH, EMPLOYMENT AND PEOPLE WITH DISABILITY  
 OCCUPATIONAL SAFETY AND HEALTH AUTHORITY  
 THE OCCUPATIONAL HEALTH AND SAFETY ACT NO.5 OF 2003



## CERTIFICATE OF REGISTRATION OF A FACTORY/WORKPLACE

NO. OF REG. CERTIFICATE: DAR/10812

NO. 2037/19/20

DATE OF ISSUE: 29-Nov-2019

I hereby certify that the workplace named below has been duly registered in pursuance of section 17(2) of The occupational Health and Safety Act.5 of 2003.

Name of the Occupier / Owner: TERA TECHNOLOGIES AND ENGINEERING LTD

Address of Factory/Workplace: P.O. BOX 31257, DAR ES SALAAM

Location of Factory/Workplace: PLOT NO.2283, BLOCK H, TARANGIRE

KINONDONI

Nature of Work: ICT, TELECOMMUNICATION & ELECTRICAL CONTRACTORS

*[Signature]*  
 KHADIJA H. MWENDA

Ag. CHIEF INSPECTOR

### Note

1. This certificate is valid only in respect of the occupier and workplace name above.
2. This certificate is issued under, and solely for the purpose of, the Occupational Health and safety Act, and without prejudice to the requirements of any other legislation relating to the occupation of premises for industry purposes.
3. This certificate should be attached to the General Register.

*[Handwritten initials]*

*[Handwritten mark]*





No. 0581

CONTRACTORS REGISTRATION BOARD  
CERTIFICATE OF REGISTRATION

This is to Certify that  
*Tera Technologies and Engineering  
Limited*

is registered as  
**SPECIALIST CONTRACTOR**

Class *Two*

Registration No. *SPE2/246/08/2015* Category *Local*

In the field of  
*Telecommunications, ICT & Security Systems*

In accordance with the provisions of The Contractors Registration  
Act No. 17 of 1997

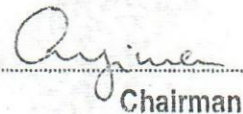
In witness whereof the common seal has been affixed

hereo on this *18th* day of *August, 2015*



Registrar





Chairman

This Certificate is held subject to the By-laws made under the Act.

*MP*

*Q*