

NATIONAL MUSEUM OF TANZANIA



CONTRACT

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

ARCH. ALBERT S. ABEL
FOR

PROVISION OF CONSULTANCY SERVICES FOR DESIGN & SUPERVISION
OF CONSTRUCTION OF INFORMATION CENTERS, INFORMATION
PANELS AND RESTORATION OF HISTORICAL STRUCTURES AT KUA-
MAFIA, MBUAMAJI AND KIMBIJI-KIGAMBONI, LINDI TOWNSHIP,
TENDAGURU-LINDI AND MIKINDANI-MTWARA UNDER TCRP

CONTRACT No. PA/062/2021-2022/ HQ/TCRP/C/19

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

MARCH, 2022

1. FORM OF CONTRACT

This Contract, made the^{23rd} day of^{March,}....., 2022

BETWEEN

The National Museum of Tanzania (hereinafter called "**the Client**") with physical address 06 Shaaban Robert Street, Dar Es Salaam. Having Postal Address 511, Dar Es Salaam

AND

Arch. Albert Samwel Abel (hereinafter called "**the Consultant**") with physical address Tegeta, Dar Es Salaam. Having Postal Address **P.O Box 35946, Dar-es-Salaam**

WHEREAS

The Client is desirous that the Consultant execute Contract No. PA/062/2021-2022/HQ/TCRP/C/20 for Provision of Consultancy Services for Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures at Kua-Mafia, Mbuamaji and Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani-Mtwara under TCRP (hereinafter called "the Consultancy Services") and the Client has accepted the Tender by the Consultant for the execution and completion of services and the remedying of any defects therein at a T.Shs 33,230,890.00 (Tanzanian Shillings: **Thirty Three Million, Two Hundred Thirty Thousand, Eight Hundred Ninety Only**) VAT exclusive for a Contractual duration of Six (06) months from commencement date.

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 CONSULTANT**

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

**ARTICLE III
OBLIGATION OF THE CLIENT**

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

**ARTICLE IV
THE CONTRACT**

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

1. Form of Contract
2. Letter of Award / Acceptance
3. Contract Negotiation Minutes
4. Bid Form
5. Special Conditions of Contract
6. General Condition of Contract
7. Terms of Reference (ToR)
8. Consultant's Qualification Information

ARTICLE V
EFFECTIVE DATE

This Contract for Provision of Consultancy Services for Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures at Kua-Mafia, Mbuamaji and Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani-Mtwara, at Contract Sum of T.Shs 33,230,890.00 (Tanzanian Shillings: Thirty Three Million, Two Hundred Thirty Thousand, Eight Hundred Ninety Only) VAT exclusive for a Contractual duration of Six (06) months from the date of signing a Contract to be executed by Arch. Albert Samwel Abel shall come into force on the date signed by both Parties.

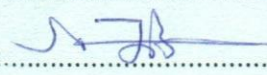
IN WITNESS WHEREOF, the Parties hereto have signed this Contract in their respective names and delivered:

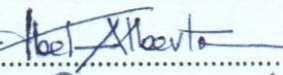
FOR THE NATIONAL MUSEUM
ABEL TANZANIA ("THE CLIENT")

FOR ARCH. ALBERT SAMWEL
("THE CONSULTANT")

Name: MAWAZO R. JAMVI

Name: ALBERT S ABEL

Signature: 

Signature: 

Designation: AG. DG

Designation: Consultant/Architect

Date: 22/03/2022

Date: 23.iii.2022

Stamp

Stamp

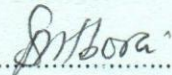


IN WITNESS OF THE CLIENT

IN WITNESS OF THE CONSULTANT

Name: MUBORA M. SELEMANI

Name: Samson S. Nyantoni

Signature: 

Signature: 

Designation: HCS

Designation: FAO

Date: 22/03/2022

Date: 23/03/2022



2. LETTER OF AWARD/ACCEPTANCE



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



In reply please quote:

14th March, 2022

Ref. No. CDA.286/436/01/200

Arch. Albert S. Abel
P.O Box 35946,
DAR-ES-SALAAM.

RE: AWARD OF A CONTRACT FOR DESIGN & SUPERVISION OF INFORMATION CENTRES, INFORMATION PANELS AND RESTORATION OF HISTORICAL STRUCTURES AT KUA-MAFIA, MBUAMAJI AND KIMBIJI-KIGAMBONI, LINDI TOWNSHIP, TENDAGURU-LINDI AND MIKINDANI-MTWARA

Please refer to the above mentioned subject.

Following your approval by NMT Tender Board Meeting No. 6/2021/2022 held on 11/03/2022; I am pleased to inform you that you have been awarded a Contract for Provision of Consultancy Services for Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures at Kua-Mafia, Mbuamaji and Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani-Mtwara, at a Contract Sum of T.Shs 33,230,890.00 (Tanzanian Shillings: **Thirty Three Million, Two Hundred Thirty Thousand, Eight Hundred Ninety**) Only **VAT exclusive for a Contractual duration of Six (06) months** from the date of signing a Contract.

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

3. Thank you for your cooperation.

Dr. Noel B. Lwoga
DIRECTOR GENERAL

Ref.No. AA.001/CS.01/2022

Director | National Museum of Tanzania
06 Shabaan Robert street
P.O BOX 511
DAR ES SALAAM

15th March.2022

REF: PROVISION OF CONSULTANCY SERVICES IN DESIGN AND SUPERVISSION OF INFORMATION CENTRES, INFORMATION PANNELS AND RESTORATION OF HISTORICAL STRUCTURES AT KUA-MAFIA, MBUA MAJI AND KIMBIJI KIGAMBONI, LINDI TOWNSHIP, TENDAGURU -LINDI AND MIKINDANI-MTWARA.

Sub; Acceptance Letter

Reference is made from your letter dated **14th March.2022**, with reference number **CDA.286/436/01/200** regarding the provision of Consultancy services design and supervision of information centres, information pannels and restoration of historical structures at kua-mafia, mbua maji and Kimbiji Kigamboni, Lindi township, Tendaguru - Lindi and Mikindani-Mtwara.

Am writing to confirm my acceptance of your awarding appointment

Yours sincerely

Albert Abel



15th. March .2022

Heritage Conservation Architects



3. NEGOTIATION MINUTES

MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING
 BETWEEN
 NATIONAL MUSEUM OF TANZANIA (NMT) AND ARCH. ALBERT S. ABEL
 HELD ON MONDAY 7TH
 MARCH, 2022 AT NMT- PMU OFFICE

Attendance:

1. Ms. Revocatus Bugumba	-Chairperson	NMT
2. Mr. Daniel Ruta	-Secretary	NMT
3. Ms. Lilian Mchuruza	-Member	NMT
4. Arch. Albert S. Abel	-Member	Individual
5. Ms. Lulu 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. Scope of Services 5. Contract Sum/Cost Breakdown 6. Duration of the Contract 7. Payment Terms 8. Any Other Business (AOB) 9. Closing the Meeting 	NMT / Arch. Albert S. Abel
1.0	<p>Opening and Introduction</p> <p>The Chairperson opened the meeting at 14.50 hrs Local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members. Then the Chairperson gave some few briefs regarding the overall negotiation meeting and what was expected from the two parties.</p>	NMT / Arch. Albert S. Abel.

Item	Description	Action by
2.0	<p>Adoption of the Agenda</p> <p>The Chairperson of the Pre-Contract negotiations meeting asked the representative from the Consultant's side if he had any additional agenda apart from those presented by NMT, but he had nothing to add.</p> <p>Thereafter, members of the pre-contract negotiation meeting adopted the proposed Agenda as tabled.</p>	NMT / Arch. Albert S. Abel.
3.0	<p>Contract Format</p> <p>Both parties agreed that the form of Contract is standard as per PPRA format.</p>	NMT / Arch. Albert S. Abel.
4.0	<p>Scope of Services</p> <p>It was agreed by both parties that the services to be provided include but not limited to :</p> <ul style="list-style-type: none"> • Design & Supervision of all information Centres to be constructed at Kua-Mafia, Mbuamaji, Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani (Prison & Jetty)Mtwara, • Design & Supervision of all Information Panels to be constructed at Kua-Mafia, Mbuamaji, Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani (Prison & Jetty)Mtwara, • Supervision of all Construction and Restoration of Historical Structures and Ruins at Kua-Mafia, Mbuamaji, Kimbiji-Kigamboni, Lindi Township, Tendaguru-Lindi and Mikindani (Prison & Jetty) Mtwara 	NMT / Arch. Albert S. Abel
5.0	<p>Contract Sum</p> <p>The Meeting was informed that an Individual Consultant was not eligible for payment of VAT, therefore, VAT element (T.Shs 5,981,560) was reduced from the Financial Proposal of T.Shs. 39,212,450/=, therefore, both parties confirmed the Contract Sum to be T.Shs 33,230,890.00 (Tanzanian Shillings: Thirty Three Million, Two Hundred Thirty Thousand, Eight Hundred Ninety) Only VAT exclusive.</p>	
6.0	<p>Duration of the Contract</p> <p>It was agreed by both parties that the duration of the contract shall be Six (06) months from the date of signing a Contract.</p>	NMT / Arch. Albert S. Abel

Item	Description	Action by
7.0	<p>Payment Terms</p> <ul style="list-style-type: none"> It was agreed by both parties that payments will be based on outputs in a percentage (%) and shall be paid progressively depending on the levels of design, supervision and status of ongoing projects, provided that any payment certificate shall not be less than 20% of Contract value. Outputs include; <ul style="list-style-type: none"> i) Drawings/ Preparation of BoQ/SoR ii) Monthly Progress/Performance Reports of Projects Payment shall be made in Tanzania Shillings, not later than 14 days after submission of the respective consultancy invoice in duplicate and approved by the Contract Coordinator/Supervisor. 	NMT / Arch. Albert S. Abel
8.0	<p>AOB</p> <p>There was no any other Business.</p>	NMT / Arch. Albert S. Abel
9.0	<p>Closure of the Meeting</p> <p>The Chairperson closed the meeting at 16:00 hrs local time by the thanking all members for their active participation.</p>	NMT / Arch. Albert S. Abel

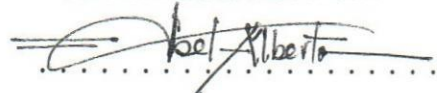
Mr. Revocatus Bugumba

.....


For: NMT

Date. 14 / .03. / .2022...
.....

Arch. Albert S. Abel

.....


For: ARCH. ALBERT S. ABEL

Date. 14 / .03. / .2022



4. FINANCIAL PROPOSAL/COST BREAK DOWN

FINANCIAL PROPOSAL -FOR PROVISION HERITAGE ARCHITECTURAL SERVICES IN DESIGN AND SUPERVISION OF INFORMATION CENTRE & INFORMATION PANELS, RESTORATION OF HISTORICAL STRUCTURE OF , KUA MAFIA MBUAMAJI & KIMBIJI KIGAMBONI, LINDI TOWNSHIP, TENDAGURU & MIKINDANI MTWARA

SCHEDULE OF RENUMERATION ON PRICE PROPOSAL FOR INFORMATION CENTRE & INFORMATION PANELS					
Name of Activity	Currency	Subtotal (Tshs)	Local Taxes (VAT)	With holding Tax	Total Amount (Tshs)
Outline Design Proposal	Tshs	2,870,000.00	516,600.00	143,500.00	3,530,100.00
Preliminary Design stage	Tshs	2,435,000.00	438,300.00	121,750.00	2,995,050.00
Scheme Design Stage	Tshs	970,000.00	174,600.00	48,500.00	1,193,100.00
Total Amount of Renumeration		6,275,000.00	1,129,500.00	313,750.00	7,718,250.00

SCHEDULE OF RENUMERATION ON PRICE PROPOSAL FOR CONDITION SURVEY, ANALYSIS AND PROJECT DOCUMENTATION

Name of Activity	Currency	Subtotal (Tshs)	Local Taxes estimated(VAT)	With holding Tax	Total Amount (Tshs)
Condition Survey	Tshs	2,230,000.00	401,400.00		2,631,400.00
Monument & Decay Analysis	Tshs	2,190,000.00	394,200.00		2,584,200.00
Project Brief	Tshs	1,350,000.00	243,000.00		1,593,000.00
Total Amount of Renumeration		5,770,000.00	1,038,600.00		6,808,600.00

SCHEDULE OF RENUMERATION ON PRICE PROPOSAL FOR SUPERVISION WORKS DURING PROJECTS IMPLEMENTATION ON SITE

Name of Activity	Currency	Subtotal (Tshs)	Local Taxes estimated(VAT)	With holding Tax	Total Amount (Tshs)
Restoration works	Tshs	7,860,000.00	1,414,800.00		9,274,800.00
Construction Works	Tshs	8,760,000.00	1,576,800.00		10,336,800.00
Material Specification on site	Tshs	4,300,000.00	774,000.00		5,074,000.00
Total Amount of Renumeration		20,920,000.00	3,765,600.00		24,685,600.00

Total Amount of Financial Proposal	Tshs	32,965,000.00	5,933,700.00	313,750.00	39,212,450.00
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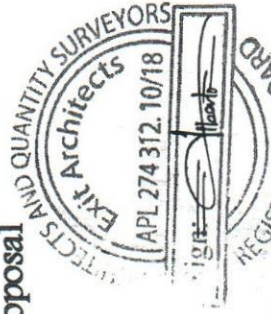
Total Amount for remuneration for Information Centre & Information Pannels 7,718,250.00
 Total Amount for remuneration of Condition Survey, Monument & Decay Analysis and documentation 6,808,600.00
 Total Amount of remuneration for Supervision works 24,685,600.00

39,212,450

Total Amount for Financial Proposal

Prepared by:

Abel Arc
Albert Architects
 Heritage Conservation Architects



Name: Arch. Albert Abel
Position: Heritage conservation Architects
Firm: Exit Architects
 P.O BOX 34946
 Dar es Salaam

Submitted on On Monday, 10th January 2022, 13h07

5. SCOPE OF THE ASSIGNMENT

The Consultant shall provide the below listed services but not limited to:

- i) Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures at Kua-Mafia,
- ii) Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures Mbuamaji and Kimbiji-Kigamboni,
- iii) Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures Lindi Township and Tendaguru-Lindi,
- iv) Design & Supervision of Construction of Information Centres, Information Panels and Restoration of Historical Structures at Mikindani (Prison & Jetty)Mtwara,
- v) Architectural services for preparation of detailed Project Reports (DPRs), cost estimate, design, drawings and BoQs for successful completion of Conservation and Restoration of Heritage buildings of Ancient Swahili towns,
- vi) Preparation of Monthly Progress/Performance Reports of Projects for

6. CONTRACT TERMS

1. **Services**
- (i) The Consultant shall perform the services specified in "Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall organize and provide the personnel, as he may deem necessary for the assignment, to perform the services.
 - (iii) The Consultant shall perform the assignment within the time periods specified in this Contract.

2. **Terms**

The Consultant shall perform the Services during the period commencing from the date of signing this Contract for **Six (06) months** or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**

A. Ceiling

The Client shall pay the Consultant an amount not to exceed a ceiling of **T.Shs 33,230,890.00 (Tanzanian Shillings: Thirty Three Million, Two Hundred Thirty Thousand, Eight Hundred Ninety Only) VAT exclusive**. This amount has been established based on the understanding that it includes the Consultant's costs and profits. The payments made under the Contract consist of the Consultant's remuneration and other related cost as defined in the Contract.

B. Schedule of Payments

As specified in this Contract.

D. Payment Conditions

Payment shall be made in Tanzania Shillings not later than 14 days following submission of invoices in duplicate to the Coordinator designated.

4. **Project Administration**

A. Coordinator

The Client designates as **Client's Coordinator**; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment relating to this contract.

B. Reports

Three (03) copies of Monthly Project Performance Reports for each Project shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made.

5. **Confidentiality** The Consultant shall not, during the term of this Contract disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
6. **Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a photocopies of such documents and in soft copy software, but shall not be used elsewhere without prior consent of the Client
8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage as is applicable in accordance with the Laws of the United Republic of Tanzania.
10. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of the United Republic of Tanzania and the language of the Contract shall be English.
12. **Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of the United Republic of Tanzania.

8. CONSULTANT'S QUALIFICATION INFORMATION

ARDHI UNIVERSITY



This is to certify

that

Albert Abel

having satisfied the requirements for the award of the

MASTER OF ARCHITECTURE

was admitted to the degree at a congregation
held in DAR ES SALAAM, on the

Seventh day of December,

in the year Two Thousand and Nineteen

E. Phwa

Vice Chancellor



Samanga

Deputy Vice Chancellor
(Academic Affairs)

MARCH 000031

S & O - 18071.01 - 5/15

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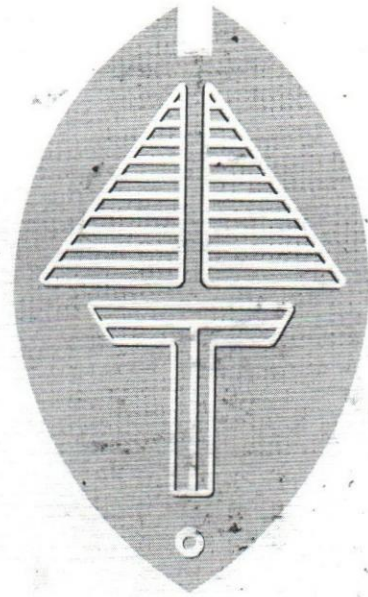
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This is to certify that

Albert S. Abel

was elected on

28th August 2018



**CORPORATE MEMBER of the
ARCHITECTS ASSOCIATION OF TANZANIA**

founded on 13th April 1982

and is authorised to use the style and title of
MAAT.

President

Honorary Secretary

Serial No. 0391 /10/C

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD
CERTIFICATE OF REGISTRATION



This is to certify that
Abel, Albert Samuel

Is registered as **an Architect**

With registration number **AL 447.734.7/18**

In accordance with the provisions of the Architects and Quantity Surveyors
(Registration) Act No 4 of 2010.

In witness whereof the common seal has been affixed hereto on this day of
10rd July, 2018


Chairperson


Member


Registrar

This certificate is held subject to the provisions of the By-laws made
under the Act.

No: **CO...1495**







Ministry of Natural Resources and Tourism
Antiquities Division



CERTIFICATE

Mr. Abel Albert

was involved as.....*Architect Student Trained in conservation*.....for Four years

in conservation work for the

Integrated Preservation Project at Kilwa 2011-2014

Supported by a grant from the

U.S. Ambassadors Fund for Cultural Preservation

Donatius KAMAMBA
Director
Antiquities Division

Stephen BATTLE
Director for Sub-Saharan Africa
World Monuments Fund



Certificate of Participation

Albert S Abel

Was involved as **Consultant & Site Architect**, 2021/2022 in Conservation works for
the

Preservation of Ancient Swahili Town of Kua Ruins-Juani, Mafia Island

Funded by the
Embassy of the United States

Ambassadors Fund for Cultural Preservation

Dr. Noel B. Lwoga
Director General
NMT

Stephen Battle
Program Director
WMF