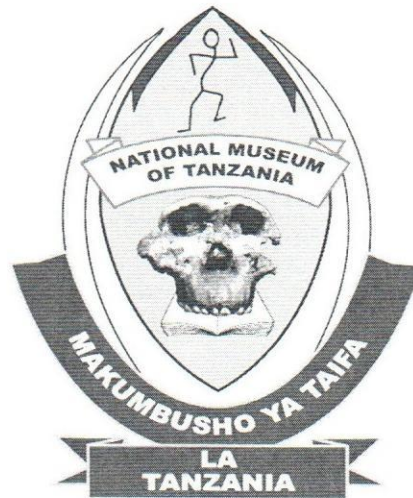


**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF NATURAL RESOURCES AND TOURISM**

**NATIONAL MUSEUM OF TANZANIA**



CONTRACT NO. PA/062/2021-2022/HQ/TCRP/NCS/06 FOR THE PROVISION OF  
SEMI AND UNSKILLED LABOURS FOR THE CONSTRUCTION UNDER FORCE  
ACCOUNT AT ARUSHA AND NATIONAL NATURAL HISTORY MUSEUM

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

SENEFAM CONSTRUCTION CO. LIMITED

Jan, 2022

# Local Purchase Order for Procurement of Non Consultancy Services

**Quotation No:** PA/062/2021-2022/HQ/TCRP/N/1

*The Provision of Semi and Unskilled labor Services for Arusha Declaration and  
National Natural History Museums*

SENEFAM CONSTRUCTION CO. LIMITED  
P.O.BOX 13585  
ARUSHA

### Schedule of Requirements and Prices

Item No.	DESCRIPTION	Unit of Measure	QUANTITY	Unit Price TZS.	Total Price TZS.	Warranty Period (Where applicable)
1	Semi and Unskilled for Arusha Declaration Museum	Labors	18	1,429,849	25,737,282	
2	Semi and Unskilled labors for National Natural History Museum	Labors	18	1,429,849	25,737,282	
<b>Total Amount in TZS. (including VAT)</b>					<b>51,474,551</b>	

**For Purchaser:**

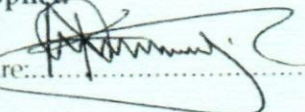
Signature: 

Name: NOEL BISEKO LWOGA

Designation: DIRECTOR GENERAL

Date: 07/01/2022

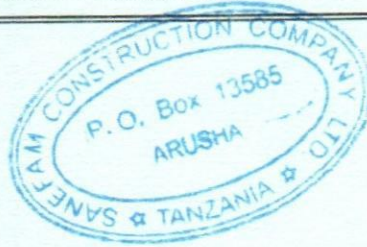
**For Supplier:**

Signature: 

Name: NELSON .L. KWEKA

Designation: M. D

Date: 07<sup>TH</sup> JANUARY 2022



To: M/s Senefam Construction Co Limited,  
P.O.BOX 13585,  
Arusha.

Your quotation reference PA/062/2021-2022/HQ/TCRP/N/1 dated 20<sup>th</sup> December, 2021 is accepted and you are required to provide services as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

**TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:**

1. **Contract Sum:** The Contract Sum is TZS 51,474,551 VAT Inclusive.
2. **Delivery Period:** The services are to be delivered within *three months* from commencement date..
3. **Delivery point:** The services are to be delivered to *Arusha Declaration and National Natural History Museums in Arusha*

**Contact Person:** Notices, enquiries and documentation should be addressed to *Director General, National Museum of Tanzania, Headquarters.*

**4. Payment to Supplier:**

Payment will be made in Four Installments with the first installment of 40% in accordance with Project manager certificate of a 40% measured work ,Second Installment of 40% in accordance with Project Managers certificate of a total measured work of 80%,Third Installment of 15% on completion of satisfactory performance of the contract and the remaining 5% shall be paid after Two months (Defect Liability Period). Advance payment not exceeding 20% of the contract may be honored on request and after submission of *Bank Guarantee for Advance Payment*. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order/service];
- Electronic Fiscal Device (EFD) receipt; and

**5. The following documents form part of this Contract (LPO):**

- Local Purchase Order (LPO)
- Letter of Acceptance
- Quotation Submission Form
- Special Conditions of Contract for LPO

- General Conditions of Contract for LPO

6. Contract Supervisor

**Eng.Method Mlay** who is a Project Manger shall supervise this Contract

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

**GCC 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 GCC 6.

**GCC 2: Definitions**

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

**The Client** means the Government Entity procuring the services as named in the Contract.

**Service Provider** means the person or persons or firm whose quotation has been accepted by the Client.

**Service** means the Service to be provided in accordance with the contract.

**GCC 3: Instructions**

Instructions given by the Client 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 **SP** shall comply with such instruction. Within a period of seven (7) **days**, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

**GCC 4: Language**

All notices, instructions, correspondence or any other written documentation concerning the contract shall be specified in the Special Conditions of Contract (**SCC**).

**GCC 5:      **Applicable Law****

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

**GCC 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:

- i)      Local Purchase Order;
- ii)     Letter of Acceptance;
- iii)    Quotation Submission Form;
- iv)     Special Conditions of Contract;
- v)      General Conditions of Contract;
- vi)     Drawings if any;
- vii)    Statement of Requirements and Schedule of Prices; and
- viii)   Any other document forming part of the contract (ie. Negotiation minutes, Minutes of clarifications, anti-bribery memorandum).

**GCC 7:      **Execution of the Contract.****

The Service Provider (**SP**) shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The **SP** shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

**GCC 8:      **Sub-contracting****

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



**GCC 14: Force Majeure**

- 14.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
- 14.2 Notwithstanding the provisions of GCC 22 and 23, the **SP** 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.
- 14.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
- 14.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 14.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected

**GCC 19: Commencement and Completion of Service.**

The **SP** shall commence and complete the services within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Client.

**GCC 20: Variation**

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the **SP** accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client 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 quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the **SP**.

**GCC 21: Payments**

**21.1 Advance Payment**

An advance payment of the percentage specified in the **SCC** of contract value may be provided upon submission of acceptable collateral as specified in the **SCC**. This advance payment will be deducted in equal installments against each bill submitted by the **SP**, and shall be wholly recovered.

**21.2 Interim Payments**

Payments will be made to the **SP** monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. With each Invoice, retention money of amount stated in the **SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released within the period specified in the **SCC**.

The amount due to the **SP** under any Invoice shall be paid by the Client to the Services Provider within the time specified in the **SCC** after submission of Invoice by the **SP**.

**GCC 23: Settlement of Disputes**

- 23.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 23.2 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
- 23.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 23.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.
- 23.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 23.6 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 Client shall pay the SP any monies due the SP.
- 23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the

the contract. Provided always that against any payments due from the Client under this GCC the Client shall be entitled to be credited with any outstanding balances due from the SP for advances in respect of plant/equipment/vehicles and materials and any sum

**GCC 14: Force Majeure**

- 14.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
- 14.2 Notwithstanding the provisions of GCC 22 and 23, the SP 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.
- 14.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).
- 14.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 14.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC No.	GCC No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: English
2	19.0	Contract start date: 24 <sup>th</sup> January, 2022
3	19.0	Time for completion is Three Months from the contract start date.
4	21.1	Advance payment of 20% of contract price. Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
5	21.2	Percentage of retention money : 5% of value of claim for that month.  Such retention money will be released within two months after the completion of the contract.  The amount due to the <b>SP</b> under any Invoice shall be paid by the Client to the Services Provider within 14 days after submission of Invoice by the <b>SP</b> .
6	21.4	If the Client fails to make payment within One Month after claim the Client shall pay to the <b>SP</b> interest at the rate 2% per month.
7	23.1	Appointing Authority for the Adjudicator both Contracting Parties
8	23.5	Arbitration institution shall be Tanzania Institute of Arbitrators  Place for carrying out Arbitration shall be specified by Tanzania Institute of Arbitrators, Dar es Salaam



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



In reply please quote:

Ref. No. CDA.286/436/01/163

28<sup>th</sup> December, 2021

M/s Senefam Construction Co. Ltd,

**GCC 23: Settlement of Disputes**

- 23.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 23.2 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
- 23.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 23.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.
- 23.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 23.6 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 Client shall pay the SP any monies due the SP.
- 23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the



**SANEFAM**  
CONSTRUCTION COMPANY LTD.

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*In reply please refer our*

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

REF No: SCCL/ NMT/MNRT/001.21-22

DIRECTOR GENERAL,  
NATIONAL MUSEUM OF TANZANIA,  
MINISTRY OF NATURAL RESOURCES AND TOURISM  
P.O BOX, 511  
DAR ES SALAAM – TANZANIA.

Dear Sir,

**RE: THE PROVISION OF SEMI AND UNSKILLED LABOR SERVICE FOR  
THE ARUSHA DECLARATION AND NATIONAL NATURAL HISTORY  
MUSEUMS RENOVATION.**

**Tender No. PA/062/2020-2021/HQ/TCRP/N/1**

**Subject: Acceptance of the Contract's Award.**

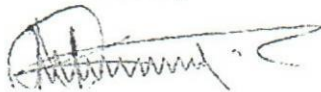
Reference is hereby made to the above mentioned subject.

With this letter, we would like to acknowledge the receipt of the letter from your good office with REF No. CDA.286/436/01/163 dated 28<sup>th</sup> December, 2021 concerning "Award notification for quotation No. PA/062/2020-2021/HQ/TCRP/N/1 for the provision of semi and unskilled labor service for Arusha declaration and national natural history museums renovation under force account"

Furthermore, we are pleased to inform you that we have chosen to **accept** the contract award and ready for any further action as the result.

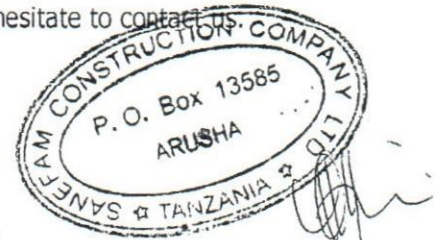
We're thanking you for your continued trust and extended cooperation in our company, we assure you that, we will work diligently to meet your expectations, and we will execute this project as per your specification, quantity and quality and deliver on time. We are looking forward to serve you, for any clarifications don't hesitate to contact us.

Yours faithfully,



**NELSON L. KWEKA,  
MANAGING DIRECTOR**

Cc: Office File – No. 12



CONSTRUCTION COMPANY LTD

QUOTATION SUBMISSION FORM

20<sup>TH</sup> DECEMBER 2021 [date]

To: NATIONAL MUSEUM OF TANZANIA

We offer to provide the PROVISION OF SEMI AND UNSKILLED LABOURS FOR THE CONSTRUCTION UNDER FORCE ACCOUNT AT ARUSHA DECLARATION AND NATIONAL NATURAL HISTORY MUSEUM of QUOTATION No: PA/062/2021-2022/HQ/TCRP/N/1.

in accordance with the Conditions of Contract accompanying this Quotation for the Contract

Price of Tshs. FIFTY TWO MILLION NINE HUNDRED FOUR

THOUSAND FOUR HUNDRED ONLY

Tshs. 52,904,400/=

We also offer to complete the said services within a period of TWO MONTHS that includes mobilization period.

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 Quotation for the Validity Period specified in ITT 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation Documents.

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

We hereby confirm that this quotation complies with the conditions required by the Invitation for Quotations.

Authorized Signature: 

Name and Title of Signatory: NELSON L. KWEKA - MD

Name of Tenderer: SANEFAM CONSTRUCTION COMPANY LTD

