



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

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY
OFFICE OF THE CONSERVATION COMMISSIONER**

Kingolwira Area, Dar es Salaam Road, TAFORI Building,
P.O Box 2658, Morogoro -Tanzania



CONTRACT

BETWEEN

TANZANIA WILDLIFE MANAGEMENT AUTHORITY

AND

M/S FURNITURE CENTRE (DSM) LTD

FOR

PROCUREMENT AND SUPPLY OF OFFICE FURNITURE

CONTRACT NUMBER: AE-84/2021-2022/HQ/TCRP/G/04

APRIL, 2022

Form of Contract

THIS AGREEMENT is made the 09th day of May 2022 between Tanzania Wildlife Management Authority, Dar es Salam Road, Tafori Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania (hereinafter referred to as "the Employer") on the one part and Furniture Centre of Nyerere Road Street P.O.BOX 21094 Ilala, Dare es Salaam, (hereinafter referred to as "the Contractor") on the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **PROCUREMENT AND SUPPLY OF FURNITURES TENDER NO: AE/084/2021-2022/HQ/G/04** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 141,500,000.00 (TANZANIA SHILLINGS ONE HUNDRED FORTY-ONE MILLION FIVE HUNDRED THOUSANDS SHILLINGS ONLY VAT INCLUSIVE)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) Form of contract;
 - (b) Form of Tender
 - (c) Letter of Award
 - (d) Letter of Acceptance
 - (e) Price Schedule submitted by the Tenderer
 - (f) Technical Specifications
 - (g) Special Condition of the Contract
 - (h) General Condition of the Contract
 - (i) Manufacturer Authorization Form
 - (j) Notarized Power of attorney
 - (k) Minutes of Negotiation



(I) Appendices:

- Tender Security Declaration
- Anti-bribery policy

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

EMPLOYER

Delivered in presence of us

This 09th day of May 2022
 Full Name Prosper F. Kyssime

Signature [Signature]

FOR CONSERVATION COMMISSIONER
 TANZANIA WILDLIFE MANAGEMENT AUTHORITY
 MOROGORO

P O Box 2658 MOROGORO

Title Ag CC

WITNESS

Full Name FRED S. TWEE

Signature [Signature]

P O Box 2658 MOROGORO

Title SC

[Signature]

[Signature]

SUPPLIER:

This 12 day of MAY 2022

Full Name ATSIY CHANDRA

Signature [Signature]

P O Box 21094 DAR ER SALAAM

Title MANAGER



WITNESS

Full Name YUSUF B. IBRAHIMABACHA

Signature [Signature]

P O BOX 21094 DAR ER SALAAM

Title SALES EXECUTIVE

[Signature]

[Signature]



MINISTRY OF NATURAL RESOURCES AND TOURISM
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
OFFICE OF THE CONSERVATION COMMISSIONER
Kingolwira Area, Dar es Salaam Road, TAFORI Building,
P O Box 2658, Morogoro -Tanzania



Ref No: CDA.62/655/01

Date: 21st April, 2022

Managing Director,
MS/ Furniture Center,
P. O. Box 21094,
DARES SALAAM.

E-mail: fembeya@furniturecenter.info

Mob. No. 0713: 577 444

RE: PROCUREMENT AND SUPPLY OF FURNITURES
(Tender No. AE/084/2020-2021/HQ/TCRPG/04

Sub: Notification of Contract Award

This is to notify you that, the Tender Board Meeting held on 21st April, 2022 has approved your tender for Procurement and Supply of Furniture.

1. You will supply furniture for a contract price of **TZS 141,500,000.00** Tanzania Shillings one hundred forty one million five hundred thousand shillings only (**VAT Inclusive**) for a duration of two months.
2. You are therefore required to confirm your acceptance in writing immediately for further action.

M. Y. Kabange

For: **CONSERVATION COMMISSIONER**





FURNITURE CENTRE (DSM) LTD

P.O. Box 21094, Dar es Salaam, Tanzania.
Tel: +255 22 2865622/ 19 | Email: Info@furniturecentre.info

Conservation Commissioner,
Tanzania Wildlife Management Authority,
P. O. Box: 2658,
Morogoro,
Tanzania

Ref No: CDA.62/655/01

25th April, 2022

Dear Sir,

SUB: LETTER OF ACCEPTANCE

REF: 1. Tender No: AE/084/2020-2021/HQ/TCRP/G/04
2. Your Letter Ref: CDA.62/655/01 Dated: 21st April, 2022

With reference to the above-mentioned subject, we would like to express our gratitude for this opportunity in serving you and your consideration of Furniture Centre.

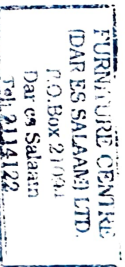
We hereby refer to the Tender No referred in the subject line above, **AE/084/2020-2021/HQ/TCRP/G/04** which totals to the amount of **TSH 141,500,000** (TShillings one hundred and forty one million five hundred thousand).

We, Furniture Centre (DSM) Limited confirm acceptance of the afore mentioned tender for the supply of office furniture. As per our negotiation meeting that was held at your good offices on 14th April, 2022 we have agreed that physical sample will be provided to your team for verification and confirmation before we go into production. Please find attached with this letter pictures of the sample furniture that will be provided for confirmation.

Once again, we greatly appreciate this opportunity given to us and look forward to building a mutually beneficial relationship with Tanzania Wildlife Management Authority.

Sincerely,
For: **Furniture Centre (DSM)**

Mr. Atish Chavda
Branch Manager
Cell: 0713 577 444



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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Purchaser is: Tanzania Wildlife Management Authority
2.	1.1(j)	The Supplier is: Furniture center (DSM) LTD
3.	1.1(q)	The Project is: <i>Procurement and Supply of Furniture</i>
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of THE LAWS OF THE UNITED REPUBLIC OF TANZANIA.
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is Any Eligible Country to Performed Business
Performance Security (GCC 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be 10% [TEN PERCENT OF THE CONTRACT PRICE]
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
Inspections and Tests (GCC 11)		
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are</p>



	manufactured in compliance with the contract.
Packing (GCC 12)	
10.	<p>12.2 The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
Delivery and Documents (GCC.13)	
11.	<p>13.1 For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</p> <p>(iii.) One original plus four copies of the packing list identifying contents of each package;</p> <p>(iv.) insurance certificate;</p> <p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the PE at least one week</p>

12.		before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
13.3		<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		Insurance (GCC 14)
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
		Incidental Services (GCC 16)
14.	16.1	Incidental services to be provided are: N/A
		Spare Parts (GCC 17)
15.	17.1	Additional spare parts requirements are:

		Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
Warranty (GCC.18)		
16.	18.2	<p>GCC 17.2 – In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is:
Payment (GCC.19)		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p style="text-align: center;">Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p style="text-align: right;">(i) Advance Payment: N/A</p>



	<p>(i) Advance Payment: N/A</p> <p>(ii) On Shipment: ----- N/A</p> <p>(iii) On Acceptance: 100% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment of local currency portion shall be made in <i>Tanzania Shillings (TZS)</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been delivered and that all other contracted Services have been performed.</p>
	<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 25%</p> <p>(ii) On Delivery: N/A</p> <p>(iii) On Acceptance: 75% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>
19.	19.3 Rate to be used for paying the Supplier's interest on the late payment made by PE shall be N/A.
20.	<p>Prices (GCC 20)</p> <p>20.1 Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A</p>
21.	<p>Liquidated Damages (GCC 26)</p> <p>25.1 Applicable rate: 0.1% Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i></p>

23.	<p>Procedure for Dispute Resolution (GCC 32) Arbitration institution shall be Tanzania Institute of Arbitration</p>
24.	<p>Place for carrying out Arbitration :At the Premises of institute of Arbitration (IIArb) Appointing Authority for the Adjudicator :Attorney General</p>
26.	<p>Notices (GCC 35) 35.1 – PE's address for notice purposes: Conservation Commissioner Tanzania Wildlife Management Authority Kingolwira Area Old Tafori Building P.O.BOX 2658 Morogoro.</p> <p>– Supplier's address for notice purposes: Managing Director Furniture center (DSM) LTD P.O.BOX 21094 DAR ES SALAAM.</p>



**MINUTES OF THE NEGOTIATION MEETING WITH M/S
FURNITURE CENTRE (DSM) LTD FOR THE AWARD TENDER NO.
AE/084/2021-2022/HQ/TCRP/G/04 FOR PROCUREMENT AND
SUPPLY OF FURNITURE**

TAWA present Members

- | | | | |
|----|---------------------------|---|-------------|
| 1. | Mr. Stephen Elias Madenge | - | Chairperson |
| 2. | Mr. Elirehema N. Maturu | - | Secretary |
| 3. | Mr. Carlos E. Mbilo | - | Member |

Present Members from Furniture Centre (DSM) LTD

1. Mr. Atish Chavda


Agenda

1. Opening of the Meeting
2. Negotiation for the procurement and supply of furniture
3. Closing of the meeting



Minutes 2.2.3	Agreed that the employer/management will provide to the tenderer a detailed list/catalogue of the items with the clear specification needed.
Minutes 2.2.4	The tenderer will provide samples of each item to be procured for approval before mass production.
Minutes 2.2.5	The tenderer will deliver all the items at the TAWA Head Quarter in Morogoro.
Minutes 2.2.6	The tenderer has requested to have 50 per cent of the payment before production. It was agreed that the tenderer be paid 100% ^{50%} cent before production.
Agenda 3.0	Closing of the Meeting
Minutes 3.1	The Chairperson thanked the Members in attendance for their participation and for making the negotiation meeting fruitful. The meeting was officially closed at 13.05 hours on the 14 th of April 2022.

CERTIFIED AS TRUE RECORDS OF THE MEETING


 Chairperson *Mh.M ADIS HGI*


 Secretary


 Tenderer

14/4/2022
 Date

