

# NATIONAL MUSEUM OF TANZANIA



**CONTRACT**

**BETWEEN**

**NATIONAL MUSEUM OF TANZANIA**

**AND**

**M/s DEELIUR GROUP**

**FOR**

**SUPPLY OF BUILDING MATERIALS FOR NATIONAL NATURAL  
HISTORY MUSEUM (NNHM)  
UNDER TCRP**

**CONTRACT No. PA/062/2021-2022/ HQ/TCRP/G/16**

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

**MARCH, 2022**

1. FORM OF CONTRACT



This Contract, made the 21 day of 03, 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 Deeliur Group**, Arusha (hereinafter called "the Supplier") with physical address Arusha. Having Postal Address P. Box 13272, Arusha.

**WHEREAS**

The Purchaser is desirous that the Supplier execute Contract No. PA/062/2021-2022/HQ/TCRP/G/16 for Supply of Building Materials for National Natural History Museum (NNHM) under TCRP (hereinafter called "the Goods") and the Purchaser has accepted the Tender by the Supplier for the execution and completion of deliveries and the remedying of any defects therein at a Contract Sum of T. Shs 59,974,030/= (Tanzanian Shillings: Fifty Nine Million, Nine Hundred Seventy Four Thousand, Thirty only) VAT inclusive under a Contractual duration of two (02) months from the date of signing a Contract.



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3. Contract Negotiation Minutes
  4. Bid Form
  5. Special Conditions of Contract
  6. General Condition of Contract
  7. Specifications and Priced Schedule of Requirement
  8. Supplier's Qualification Information

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

This Contract for Supply of Building Materials for Projects under TCRP at National Natural History Museum (NNHM) at a Contract Sum of T. Shs 59,974,030/= (Tanzanian Shillings: Fifty Nine Million, Nine Hundred Seventy Four Thousand, Thirty Only) VAT inclusive under a Contractual duration of two (02) months from the date of signing a Contract, to be executed by M/s Deeliur Group and 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**  
**("THE PURCHASER")**

**FOR DEELIUR GROUP**  
**("THE SUPPLIER")**

Name: MAYAZO R. JAMVI

Name: Danu Uass

Signature: [Signature]

Signature: [Signature]

Designation: Ag. D G

Designation: MANAGING DIRECTOR

Date: 21/3/2022

Date: 21/3/2022

Stamp

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**IN WITNESS OF THE PURCHASER**

**IN WITNESS OF THE SUPPLIER**

Name: MIRBORA M. SELEMAN

Name: JUSTINE JUBLAHE

Signature: [Signature]

Signature: [Signature]

Designation: HLS

Designation: MANAGER

Date: 21/03/2022

Date: 21/03/2022

[Signature]

## 2. LETTER OF AWARD/ACCEPTANCE





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



In reply please quote:

14<sup>th</sup> March, 2022

Ref. No. CDA.286/436/01/203

M/s Deeliur Group,  
P.O. Box 13272,  
ARUSHA,

**RE: AWARD TO YOU OF A CONTRACT FOR SUPPLY OF BUILDING MATERIALS FOR PROJECTS UNDER TCRP AT NATIONAL NATURAL HISTORY MUSEUM (NNHM) AT ARUSHA**

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 Supply of Building Materials for Projects under TCRP at National Natural History Museum (NNHM) - Arusha at a Contract Sum of T. Shs 59,974,030/= (Tanzanian Shillings: Fifty Nine Million, Nine Hundred Seventy Four Thousand, Thirty Only) VAT inclusive under a Contractual duration of two (02) 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



**DEELIUR GROUP**  
Head office Arusha,  
Cell Phone: +255 754 590 038 / 753 632 686  
P.O. Box 13272  
Arusha, Tanzania

15<sup>th</sup> March 2022

RefNo. DEE/NMT/002  
Director General,  
National Museum of Tanzania,  
P.O.BOX 511,  
Dar es Salaam.

**RE: ACCEPTANCE OF AWARDED CONTRACT**

We kindly acknowledge that we have received your letter with reference number CDA.286/436/01/203 dated 14th March 2022 that notifies of contract award with amount in Tanzanian shillings **Fifty nine Million nine Hundred seventy four Thousand, thirty only.** (59,974,030.00/=) VAT inclusive.

We here by accept this award and agree to supply building material to your organisation.

Regards,

Denis E Urassa

A handwritten signature in black ink, appearing to read 'Denis E Urassa', written over a horizontal line.

Managing Director,  
**DEELIUR GROUP**



Handwritten initials in black ink, possibly 'DA'.

Handwritten initials in blue ink, possibly 'DA'.

MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING  
BETWEEN  
NATIONAL MUSEUM OF TANZANIA (NMT) AND DEELEUR GROUP  
HELD ON FRIDAY 4<sup>TH</sup>  
MARCH, 2022 AT NATIONAL NATURAL HISTORY MUSEUM OFFICE

**Attendance:**

1. Dr. Gwakisa Kamatula	-Chairperson	ADM
2. Mr. Denis Urassa	-Member	Deeliur
3. Mr. Justice Jublathe	-Member	Deeliur
4. Mr. Godfrey Emmanuel	-Member	NNHM
5. Mr. Bura Akonaay	- Member	ADM
6. Eng. Byayson John	- Member	ATC
5. Mr. Kirondera, N	- Secretary	NMT

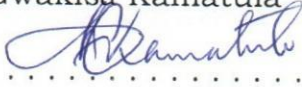
Item	Description	Action by
0.0	<p><b>Agenda</b></p> <ol style="list-style-type: none"> <li>1. <b>Opening of the Meeting and Introduction</b></li> <li>2. <b>Confirmation of the Agenda</b></li> <li>3. <b>Contract Format</b></li> <li>4. <b>Specifications scope of Supply and delivery Schedule</b></li> <li>5. <b>Contract Sum</b></li> <li>6. <b>Duration of the Contract</b></li> <li>7. <b>Payment Terms</b></li> <li>8. <b>Any Other Business (AOB)</b></li> <li>9. <b>Closing the Meeting</b></li> </ol>	NMT / Deeliur Group
1.0	<p><b>Opening and Introduction</b></p> <p>The Chairperson opened the meeting at <b>09.30</b> hrs Local time by welcoming all members to Pre-contract negotiation meeting which was followed by the introduction of members.</p> <p>Then the Chairperson gave some few briefs regarding the overall negotiation meeting and what was expected from the two parties.</p>	NMT / Deeliur Group



Item	Description	Action by
2.0	<p><b>Adoption of the Agenda</b></p> <p>The Chairperson of the Pre-Contract negotiations meeting asked the representative from the Supplier's side if they had any additional agenda apart from those presented by NMT, but they had nothing to add.</p> <p>Thereafter, members of the pre-contract negotiation meeting adopted the proposed Agenda as tabled.</p>	NMT / Deeliur Group
3.0	<p><b>Contract Format</b></p> <p>Both parties agreed that. Therefore, the meeting confirmed the Negotiated Contact Sum as the form of Contract is standard as per PPRA format.</p>	NMT / Deeliur Group
4.0	<p><b>Specifications Scope of Supply and delivery Schedule</b></p> <p>It was agreed by both parties as follow;</p> <ul style="list-style-type: none"> <li>• That size of Blocks are of 6"</li> <li>• That the Cement Portland is of 42.5 of 50kg per bag</li> <li>• That the sand should be fine/<i>macho makubwa</i>, the gravel (<i>moramu</i>) is black and aggregates is <math>\frac{3}{4}</math> crushed.</li> <li>• That the metal cabinet draw should be based to frames, metal door with glass will be of 1"x3/4, 5mm and metal cabinet sides 1 mm galvanized and all three (3) shall be <b>Supplied and be Fixed ( Supply &amp; Installation).</b></li> <li>• That the 2.5 m corrugated sheet shall be of green color, the marble 2x3m of chipping of black and grey color,</li> <li>• That the Hand wash Basin must be complete and be of medium size and urinals be complete and of medium size.</li> <li>• That wall tiles (outside) shall be of Spain Original with brownish color and its size shall be 25"x40" while wall tiles (inside) shall be of Spain Original with white color and its size shall be 25"x40".</li> <li>• That all materials delivered shall be subjected to inspection and acceptance before being received.</li> </ul>	NMT / Deeliur Group
5.0	<p><b>Contract Sum</b></p> <p>The Bidder informed the meeting that he was VAT registered, therefore he confirmed that his Price /Bid include VAT. Therefore, the meeting confirmed the Negotiated Contact Sum as <b>T. Shs 59,974,030/= (Tanzanian Shillings: Fifty Nine Million, Nine Hundred, Seventy Four Thousand, Thirty )VAT inclusive as a total Contract Sum</b> from the submitted amount of <b>T.Shs. 97,323,000.00 VAT inclusive.</b></p>	

Item	Description	Action by
6.0	<b>Duration of the Contract</b> It was agreed by both parties that the duration of the contract shall be two (02) months from the date of signing a Contract and the Materials will be delivered in two installments. This means that all deliveries shall be delivered within two months.	NMT / Deeliur Group
7.0	<b>Payment Terms</b> It was agreed by both parties that payments shall be effected after raising invoice to NMT and payable not more than 14 days after the Supply. No further supply will be made unless payment for the previous delivery is effected unless agreed otherwise.	NMT / Deeliur Group
8.0	<b>AOB</b> There was no any other Business.	NMT / Deeliur Group
9.0	<b>Closure of the Meeting</b> The Chairperson closed the meeting at 13:40 hrs local time by the thanking all members for their active participation.	NMT / Deeliur Group

Dr. Gwakisa Kamatula

  
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**For: NMT**

Date. 04 / 03 / 2022 .....

Mr. Denis Urassa

  
 .....

**For: DEELIUR GROUP**

Date. 04 / 03 / 2022 .....



#### 4. BID FORM



The Contract Supervisor is: **Project Manager.**  
The name and identification number of the Contract is No. **PA/062/2021-2022/ HQ/TCRP/G/16**  
The goods consist of: **Supply of Building Materials for National Natural History Museum (NNHM) as detailed in Specifications and Priced Schedule of Requirement.**  
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## 5. SPECIAL CONDITIONS OF CONTRACT

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 Purchaser 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: <b>Project Manager.</b></p> <p>The name and identification number of the Contract is <b>No. PA/062/2021-2022/ HQ/TCRP/G/16</b></p> <p>The goods consist of: <b>Supply of Building Materials for National Natural History Museum (NNHM) as detailed in Specifications and Priced Schedule of Requirement.</b></p> <p>The Commencement Date: <b>After Signing of Contract</b></p> <p>The Intended Completion Date: Two months from the date of signing a Contract.</p> <p>The following documents also form part of the Contract in the order of priority as follow:</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 Conditions of Contract</li> <li>6. General Condition of Contract</li> <li>7. Specifications and Priced Schedule of Requirement</li> <li>8. Supplier's Qualifications Information</li> </ol> <p>The Site is located at <i>National Natural History Museum (NNHM), Arusha.</i></p>
2.	7	<p>Inspection: Goods delivered shall be inspected by inspection committee as to determine their suitability before being accepted and the inspection report be issued for supporting payments.</p>
3.	15.4	<p>The currency shall be in Tanzanian Shillings.</p>
4.	22	<p>(i) The amount of liquidated damages per day shall be <i>0.1 percent of the Contract Price.</i></p> <p>(ii) The maximum amount of liquidated damages is shall be 10% of the contract price.</p>
5.	23.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of 14 days of default sent to the Supplier, may terminate this Contract in whole or in</p>

		part:
6.	27.1	Where the two parties fail to resolve amicably dispute arising from this Contract by mutual consultation, both parties shall appoint an Adjudicator from the list of approved Adjudicators in Tanzania who shall be accepted and be paid his fee by both parties for adjudication assignment before proceeding to full arbitration if this adjudication stage fails. The arbitration shall be held in Dar-es-Salaam and shall be governed by Tanzanian Laws
7.	29	The Language of the Contract documents shall be English.
8.	30	The applicable laws in this Contract shall be Tanzanian Laws

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## 6. GENERAL CONDITIONS OF CONTRACT

## GENERAL CONDITIONS

### 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. If 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.



REVISED NEGOTIATED PRICED SCHEDULE OF  
REQUIREMENT FOR NNHM

B:

SN	Description	Qty	UoM	Unit price	Total price
1	Matofali 5"	2385	Pcs	1,694	4,040,190
2	Cement Portland 42.5N 50Kg	219	Bags	15,254	3,340,626
3	Fine sand (macho makubwa)	8	Cum	31,355	250,840
4	Gravel (Moram) - not black	4	Cum	72,033	288,132
5	Aggregates 3/4"	4	Cum	72,033	288,132
6	Metal cabinet draws -based to frames (supply & fix)	22	Pcs	209,322	4,605,084
7	Metal door with glass 1"-4" (supply & fix)	28	Pcs	199,152	5,576,256
8	Metal cabinet sides 1mm - 5mm galvanized (supply & fix)	46	Sheet	182,203	8,381,338
9	1"x10" timber (mninga)	165	Lm	25,423	4,194,795
10	2.5 m corrugated sheet - green	60	Sheet	33,050	1,983,000
11	Clear Glass Sheet 6mm	21	Sheet	211,864	4,449,144
12	Hardboard 14mm	30	Pcs	76,271	2,288,130
13	Marble 2x3m - with black and gray chipping	3	Pcs	245,762	737,286
14	Hand wash basin complete - medium 18"x22"	1	Pcs	173,728	173,728
15	Urinals complete - medium	6	Pcs	135,593	813,558
16	WC European type complete from German made by villeroy & boch	4	Pcs	635,593	2,542,372
17	Wall tiles (outside) from Spain, brownish 25"x40"	40	Box	80,508	3,220,320
18	Wall tiles (inside) Spain	40	Box	80,508	3,220,320
19	WC asian type complete with cariba flush tank	6	Pcs	72,033	432,198
<b>SUB TOTAL</b>					<b>50,825,449</b>
<b>VAT</b>					<b>9,148,581</b>
<b>GRAND TOTAL</b>					<b>59,974,030</b>

Prepared by Tech. Bryson John

Signature: .....

Checked by Eng. Method Mlay

Signature: .....

Approved by Dr. Gwakisa A. Kamatula

Signature: .....

Supplier: Deeliur Group

Signature: .....

**8. SUPPLIERS'S QUALIFICATION INFORMATION/LEGAL  
DOCUMENTS**

