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NATIONAL MUSEUM OF TANZANIA



CONTRACT

BETWEEN

NATIONAL MUSEUM OF TANZANIA

AND

M/s CYBERTZ CIVIL CO. LIMITED FOR

SUPPLY OF BUILDING MATERIALS FOR VILLAGE MUSEUM UNDER TCRP

CONTRACT No. PA/062/2021-2022/ HQ/TCRP/G/15

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

MARCH, 2022



1. FORM OF CONTRACT

BETWEEN

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

AND

M/s Cybertz Civil Co. Ltd (hereinafter called "the Supplier") with physical address Tegeta, Dar Es Salaam. Having Postal Address Box 55021, Dar Es Salaam.

WHEREAS

The Purchaser is desirous that the Supplier execute Contract No. PA/062/2021-2022/HQ/TCRP/G/15 for Supply of Building Materials for Village Museum 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 150,811,250 (Tanzanian Shillings: One Hundred Fifty Million, Eight Hundred Eleven Thousand, Two Hundred Fifty Only)VAT exclusive within a Contractual delivery period of two (02) 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 SUPPLIER

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

ARTICLE III

OBLIGATION OF THE PURCHASER

The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the deliveries 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. Specifications and Priced Schedule of Requirement
- 8. Supplier's Qualification Information





ARTICLE V EFFECTIVE DATE

This Contract for Supply of Building Materials for Village Museum at a Contract Sum of T. Shs 150,811,250 (Tanzanian Shillings: One Hundred Fifty Million, Eight Hundred Eleven Thousand, Two Hundred Fifty Only) VAT exclusive within a Contractual delivery period of two (02) months from commencement date, to be executed by M/s Cybertz Civil Company Ltd 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 FOR CYBERTZ CIVIL COMPANY

TANZANIA ("THE PURCHASER")	LTD ("THE SUPPLIER")
Name: DR-NOEL B. LWOGA Signature: Designation DIRECTOR GENERAL Date: 19/03/2022 Stamp	Name: DEOMORCE ALICTIFIC Signature: MANAGING DIRECTOR Date: 1408 2022 Stamp
/yzw	Stamp
IN WITNESS OF THE PURCHASER	IN WITNESS OF THE SUPPLIER
Name: MIBORA M. SECONON	Name: RICHARD . P. MLOWOKA
Signature: Bothora	Signature: Signature:
Designation: HZS	Designation: Maketing Officer.
Date: 14/03/2022	Date: 14 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 February, 2022

Ref. No. CDA.286/436/01/190

M/s Cybertz Civil Company Ltd, P.O Box 55021, DAR-ES-SALAAM

RE: AWARD OF A CONTRACT FOR SUPPLY OF BUILDING MATERIALS FOR VILLAGE MUSEUM UNDER TCRP

Please refer to the above mentioned subject.

Following the approval by NMT Tender Board No. 4/2021/2022 held on 7/02/2022 and the subsequent Pre-Contract Negotiation made on 10/07/2022 and the Negotiation Minutes approved vide Circular Resolution No.16/2021/2022 of 14/07/2022; I am pleased to inform you that you have been awarded a Contract for Supply of Building Materials for Village Museum (VM) under TCRP at a Contract Sum of T. Shs 150,811,250 (Tanzanian Shillings: One Hundred Fifty Million, Eight Hundred Eleven Thousand, Two Hundred Fifty)VAT exclusive within a Contractual delivery period of three (93) months from commencement date.

Thank you for your cooperation.

Dr. Noel B. Lwoga

Director General

National Museum of Tanzania, 06 Shaaban Robert Street, P.O Box 511 Dar es Salaam, Telephone +255 22 2130112,+255 22 2122030 Email: dg@nmt.go.tz Website: http://www.nmt.go.tz





CYBERTZ CIVIL COMPANY LIMITED, P.O.BOX 55021, DAR ES SALAAM.

Email: cybertz.co.ltd@gmail.com, Phone: 0788-006-684/ 0679-699-729

18th February 2022.

TO, NATIONAL MUSEUM OF TANZANIA, P.O.BOX 511, DAR ES SALAAM.

Dear sir/madam,

REF: ACCEPTANCE OF AWARD OF A CONTRACT FOR SUPPLY OF BUILDING MATERIALS FOR VILLAGE MUSEUM UNDER TCRP.

Refer to the captioned subject above,

Referring to your letter of notification of award with Ref.No.CDA.286/436/01/190. We are accepting the award of this contract as mentioned above for the supply of building materials for Village museum-Dar es salaam under TCRP with provisional sum of TZS 150,811,250.00 (One Hundred Fifty Million, Eight Hundred Eleven Thousand, Two Hundred Fifty) VAT inclusive. The items will be delivered within 6weeks after receiving the LPO at Village museum-Dar es salaam.

Yours in building the national,

Deonidace Alistides Rutale

Cybertz Civil Company Limited

+ Hedaras!

Managing Director

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3. NEGOTIATION MINUTES



MINUTES OF PRE- CONTRACT NEGOTIATIONS MEETING BETWEEN NATIONAL MUSEUM OF TANZANIA (NMT) AND CYBERTZ CIVIL COMPANY LTD

HELD ON THURSDAY 10^{TH} FEBRUARY, 2022 AT NMT- PMU OFFICE

Attendance:

 Ms. Flora Vicent 	-Chairperson	NMT
2. Mr. Daniel Ruta	-Secretary	NMT
3. Mr. Kevin Matunda	-Member	NMT
4. Mr. Deonidace Alistides	-Member	Cybertz
5. Mr. Nyabuyenze Kirondera	- Secretariat	NMT

Item	Description	Action by
0.0	Agenda 1. Opening of the Meeting and Introduction 2. Confirmation of the Agenda 3. Contract Format 4. Specifications scope of Supply and delivery Schedule 5. Contract Sum 6. Duration of the Contract 7. Payment Terms 8. Any Other Business (AOB) 9. Closing the Meeting	NMT / Cybertz Co.
1.0	Opening and Introduction The Chairperson opened the meeting at 13.30 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.	NMT / Cybertz Co.



Item	Description	Action by
2.0	Adoption of the Agenda The Chairperson of the Pre-Contract negotiations meeting asked the representative from the Contractor's side if they had any additional agenda apart from those presented by NMT, but they had nothing to add. Thereafter, members of the pre-contract negotiation meeting adopted the proposed Agenda as tabled.	
3.0	Contract Format Both parties agreed that the form of Contract is standard.	NMT / Cybertz Co.
4.0	 Specifications Scope of Supply and delivery Schedule It was agreed by both parties as follow; That all items which have no clear specifications, should be given very clear specifications by the User as to simplify the exercise of inspection during delivery, That delivery will be effected into three installments which will be planned by Technical Implementation team based on demand and planned Work Schedule, Those materials which are to be used in the final stage will be delivered in the last installment. That all materials delivered shall be subjected to inspection before being received. 	NMT / Cybertz Co.
5.0	Contract Sum The Bidder informed the meeting that he was not yet VAT registered, therefore he confirmed that his Price /Bid didn't include VAT. Therefore, the meeting confirmed T. Shs 150,811,250 (Tanzanian Shillings: One Hundred Fifty Million, Eight Hundred Eleven Thousand, Two Hundred Fifty)VAT exclusive	
6.0	Duration of the Contract It was agreed by both parties that the duration of the contract shall be two (02) months from the date of signing a Contract. This means that all deliveries shall be delivered within two months.	NMT / Cybertz Co.
7.0	Payment Terms 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 / Cybertz Co.
8.0	AOB There were no any other Business.	NMT / Cybertz Co.

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Item	Description	Action by
9.0	Closure of the Meeting	NMT / Cybertz
	The Chairperson closed the meeting at 14:40 hrs local time by the thanking all members for their active participation.	

Ms Flora Vicent

For: NMT

Date. 04. / .03. ./.. 20.22.

Mr. Deonidace Alistides

For: CYBERTZ CO. LTD

Date. 04 / 03 / 2022

4. BID FORM



QUOTATION SUBMISSION FORM

30th January 2022

To: NATIONAL MUSEUM OF TANZANIA (NMT) P.O.BOX 511 DAR ES SALAAM

We agree to supply the goods specified in the Schedule of Requirement and prices of the PA/062/2021-2022/HQ/TCRP/G/l in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of 150,811,250 One fifty million eight eleven hundred thousand and two hundred and fifty in Tanzanian Shillings.

We also offer to deliver the said goods within the period of 3 months as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Tender for the Tender Validity Period specified in ITT 6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

We 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: DEONIDACE ALISTIDES

HRudarer!

Date: 30th January 2022



Name of Tenderer: CYBERTZ CIVIL COMPANY LIMITED

Address: P.O.BOX 55021 DAR ES SALAAM TEGETA KWA NDEVU



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.

indicated.		
SCC	GCC	Description
Clause	Clause	
1.		The Purchaser is 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 The Contract Supervisor is: Dr.Ombeni Swai. The name and identification number of the Contract is No. PA/062/2021-2022/ HQ/TCRP/G/15 The goods consist of: Supply of Building Materials for Village Museum as detailed in Specifications and Priced Schedule of Requirement. The Commencement Date: After Signing of Contract The Intended Completion Date: 31st May, 2022 The following documents also form part of the Contract in the order of priority as follow: 1. Form of Contract 2. Letter of Award/ Acceptance 3. Contract Negotiation Minutes 4. Bid Form 5. Special Conditions of Contract 6. General Conditions of Contract 7. Specifications and Priced Schedule of Requirement 8. Supplier's Qualifications Information The Site is located at National Museum of Tanzania -Village Museum, Kijitonyama, Dar es Salaam.
2.	7	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.
3.	15.4	The currency shall be in Tanzanian Shillings.
4.	22	 (i) The amount of liquidated damages per day shall be 0.1 percent of the Contract Price. (ii) The maximum amount of liquidated damages is shall be 10% of the contract price.
5.	23.1	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 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



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



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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



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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

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- 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.

7. SPECIFICATIONS/PRICED SCHEDULE OF REQUIREMENT

Item No.	Description of items [A detailed list, Statement of Requirement/Specifications]	Q'ntity	Unit of measure	Unit Rate	Total Cost	Warranty (If any)
	UJENZI WA NYUMBA ZA ASIL	I KWA KI	UFUATA R	AMANI YA T	TANZANIA	
1	Kurunge (D.4in& L 9fit)	350	Pcs		3,325,000	
2	Nguzo - Mikoko 5in & L160fit)	748	Pcs	7,000	5,236,000	*
3	Pau-Mikoko 5in& L13fit)	530	Pcs	7,000	3,710,000	
4	Pau (Milingoti) D3in &15fit	500	Pcs	6,500	3,250,000	
5	Fito (kila mzigo fito 25 zenye urefu usiopungua 10ft	850	Mizigo	7,000	5,950,000	
6	Mitamba panya D4in L20ft	38	Pcs	27,000	1,026,000	
7	Nyasi kavu D19 &5fit	8500	Mizigo	800	6,800,000	
8	Kamba (magome ya miti ya miombo)	270	Mizigo	7,000	1,890,000	
9	Udongo (lory la tani 7)	15	Trip	250,000	3,750,000	
10	Nguzo kubwa D6in &L26fit	9	Pcs	35,000	315,000	
11	Birtumen 4x6fit Thickness 3mm	60	Pcs	185,000	11,100,000	
12	Binding wire	20	Kg	4,500	90,000	
13	Misumari (15kg 4in na 5kg 3in)	20	Kg	4,000	80,000	
14	Matofali ya kuchoma 4x9in	9,000	Pcs	500	4,500,000	
15	Matofali 5"	500	Pcs	1,680	840,000	
16	Saruji 50kg	30	Bag	17,000	510,000	
17	Mchanga (lory la tani 7)	1	Trip	250,000	250,000	
18	Mbolea (lory la tani 7) mbichi	1	Trip	350,000	350,000	
19	Mfumo wa maji					



	i) Koki 3/4in	12	Pcs	10,000	120,000
	ii) Elbow 3/4in	12	Pcs	6,000	72,000
	iii) Tape stand	12	Pcs	17,000	204,000
	iv) T-connector 3/4in	12	Pcs	5,000	60,000
	v) Socket 3/4in	12	Pcs	4,000	48,000
	vi) Straight 3/4in	12	Pcs	6,000	72,000
	vii) Tread tape	12	Pcs	1,200	14,400
	viii) Coil pipe 3/4in	1	Roll	180,000	180,000
	Jumla Ndogo				53,742,400
T	UNUNUZI NA UWEKAJI WA VI	ONESHI	NA KAT	IKA NYUMBA	ZA ASILI
I 1	Mikeka (wazaramo)	10		38,000	380,000
2	Vyungu (wasafwa/nyakusya)	20		11,000	220,000
3	Ungo (wamwera)	10		5,000	50,000
4	Vibuyu vya kuchotea maji, kuhifadhia maziwa na kunywea maziwa/pombe (wairaq)	15		10,000	150,000
5	Mirija ya mianzi ya kunywea maziwa (wahaya)	10		1,000	10,000
6	Miko (wazaramo)	10		2,800	28,000
7	Mipekecho (wachaga)	10		3,300	33,000
8	Bakuli za mbao (wachaga)	10		11,000	110,000
9	Kawa za kufunikia vyakula(wasambaa)	10		5,500	55,000
10	Vigoda (wahehe)	10		17,000	170,000
11	Vinu na michi (wamakua/ngoni)	10		35,000	350,000



12	Kamba za kuhifadhia vibuyu vya maziwa na vyungu vya vyakula (sukuma/wairaq)	10		6,000	60,000	Ware and the control of the
13	Vikapu (waha/wahehe)	10		18,000	180,000	
14	Bakuli za mbao kubwa za kupakulia (wachaga)	10		28,500	285,000	
15	Vipawa (wamakonde)	10		4,800	48,000	
16	Vipeo (wasambaa/wamatumbi)	10		2,000	20,000	
17	Vikombe vya mbao (nyakyusa/wachaga)	20		15,200	304,000	
18	Mbuzi za kukunia nazi(wazaramo/wamakonde)	10		17,000	170,000	
19	Bakuli za udongo (wasafwa)	10		9,600	96,000	
20	Sahani za udongo (wanyakyusa)	10		18,000	180,000	
21	mavazi ya ngozi (wairaq)	3		320,000	960,000	
22	Mavazi ya magome ya miti(wayao/wahaya)	3		180,000	540,000	
23	Kanga za urafiki	10	Doti	15,000	150,000	
24	Kitenge Holande	10	Doti	20,000	200,000	
25	Kaniki mita 20	20		8,000	160,000	
	Jumla Ndogo				4,909,000	
III	UBORESHAJI KIJIJI ILI KULETA	MVUTO	SHAWI	SHI KWA WA	GENI	
1	Saruji kg 50	35	Bags	17,000	595,000	
2	Tofali 6"	700	Pcs	1,680	1,176,000	
3	Kokoto (lory tan 7)	2	Trip	453,500	907,000	
4	Mchanga (lory tan 7)	3	Trip	200,000	600,000	W [*]
5	Rangi (Emulsion) 20lt	6	Ndoo	35,000	210,000	

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6	Mbao 2"x 2"	16	Pcs	3,125	50,000	17 (4)
7	Mbao1"x 8"	10	Pcs	16,000	160,000	
9	Misumari 5"	4	Kg	4,500	18,000	
10	Nondo mm 12	20	Pcs	32,000	640,000	
11	Chicken wire (cotted)	2	Roll	78,000	156,000	
12	Binding wire	10	Kg	4,000	40,000	
13	Oil Paint (5lt)	4	Коро	30,000	120,000	
	Jumla Ndogo				4,672,000	
IV	LHENZI IAIA A FEVINCO VIII.					
I V	UJENZI WA MFUMO WA KUJI	IHAMI NA	A MAJAN	GA YA MOTO		
1	25Kg trolley dray powder (kufunga na kutoa mafunzo)	2	Pcs	880,000	1,760,000	12 months
2	Fire Horse Reel complete set (Kufunga na kutoa mafunzo)	5	Set	2,420,000	12,100,000	12 months
3	Pressure pump 5HP (kufunga na kutoa mafunzo)	1	Pcs	2,600,000	2,600,000	12 months
4	Kujenga mnara wa tenki			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	i) Tofali 6in	350	Pc	1,680	588,000	
	ii) Nondo 12mm	7	Pc	28,000	196,000	
	iii) Kokoto Tan 18	1	Pc	453,000	453,000	d
	iv) Binding wire	5	Kg	4,000	20,000	
	v) Saruji Kg50	17	Bag	17,000	289,000	
_	vi) Misumari 5"	5	Kg	4,000	20,000	2
	Jumla Ndogo				18,026,000	
	LUENZIANA					
1 (UJENZI WA MANDHARI YA BA Construction (Building) 40cm deep and 60cm	HARI YA	HINDI (V	olunme of 7m	X110mX 0.5)	

	i)	Gravels(kokoto) 10 cubic meters(lori la tani 7)	10	Trips	453,500	4,535,000	
	ii) meters (lo	Sand(mchanga) 10 cubic ri la tani 7)	15	Trips	200,000	3,000,000	
	iii)	Cement 50kg pack	120	Bag	17,000	2,040,000	
	iv)	Bricks (matofali) 6 inches	2500	Pcs	1,680	4,200,000	
	v)	PVC pipe for drainage 4inch diameter	12	Pcs	40,000	480,000	¥
	vi)	PVC bend/elbow	12	Pcs	5,000	60,000	
	vii)	Wire gauze (net materials) 3m wide	5	Lm	3,000	15,000	
	viii)	Covering net for sieving	80	Lm	2,200	176,000	
	ix)	Plumber	2	Set	270,000	540,000	
2	Water and	d manure (to fil					
	i)	Water filling flexible pipe (two rollers)	2	200m	430,000	860,000	
	ii)	Manure 2cm Tan 18	1	Lorry	400,000	400,000	
3	Fingerings (vifaranga vya samaki)						
	i)	With calculations of [1(7 x 110) x 8 X double efforts]	6,160	Each	550	3,388,000	
4	Feeds (sy	nthesized feeds)					
	i)	Going for 0.5mm (starter) - month 1	10		80,000	800,000	
	Jumla Nd	ogo				20,494,000	
VI	UJENZI V	VA MANDHARI YA BA	HARI Y	A ZIWA V	ICTORIA (Ar	ea of the pond 2	0mX20m)
1	Construct	ion (Building) 40cm 60cm upp					
	i)	Gravels(kokoto) 10 cubic meters (lori la tani 7)	7	Trips	453,500	3,174,500	
	ii)	Sand(mchanga) 10 cubic	8	Trips	200,000	1,600,000	



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	meters (l	ori la tani 7)					
	iii)	Cement 50kg pack	80	Bags	17,000	1,360,000	
	iv)	Bricks (matofali) 6 inches	1500	Pcs	1,680	2,520,000	
	v)	PVC pipe for drainage 4inch diameter	12	Pcs	38,000	456,000	
	vi)	PVC bend/elbow	12	Pcs	5,000	60,000	
	vii)	Wire gauze (net materials) 3m wide	5	Lm	3,000	15,000	
	viii)	Covering net for sieving	80	Lm	5,000	400,000	
	ix)	Plumber	2	Set	260,000	520,000	
2	Water and	d manure (to fil)					
	i)	water filling flexible pipe (two rollers)	2	200m	360,000	720,000	
	ii)	manure 2cm Tan 18	1	Lorry	400,000	400,000	
3	Fingering samaki)	s (vifaranga vya			100,000		
	i)	With calculations of [1(20 x 20) x 8 X double efforts]	5,160	Each	550	2,838,000	
4	Feeds(synthesized feeds)						
	i)	Going for 0.5mm (starter) - month 1	10		80,000	800,000	
	Jumla Ndogo				00,000	14,863,500	
VII	UBORESH	IAJI WA BOHARI YA M	IIKUSA	NYO YA N	MILA (Size of	stoo 6mX4.9m)	
1	Tofali (6")		1120	Pcs	1,680	1,881,600	
2	Nondo 12n	nm	13	Pcs	28,000	364,000	
3	Binding W	ire	10	Pcs	4,000	40,000	
4	Saruji 50kg	3	45	Bag	17,000	765,000	
5	Marine she	et 4fit x120cm	4	Pcs	60,000	240,000	

6	Mbao 4x2 Treated	20	Pcs	6,250	125,000	
7	Mbao 2x2 treated	30	Pcs	3,125	93,750	
8	Gipsum board 4fit x120cm	14	Pcs	24,000	336,000	
9	Gipsum powder 25kg	5	Bag	35,000	175,000	
			I	1	1	1
10	Mabati 28G	25	Pcs	35,000	875,000	
11	Misumari 3" &4"	30	Kg	4,000	120,000	
12	White Cement 50kg	2	Bag	35,000	70,000	
13	Rangi emulsion Lt 20	3	Ndoo	35,000	105,000	
14	Rangi Weather Guard 20Lt	2	Ndoo	150,000	300,000	
15	Primer 20Lt	1	Ndoo	150,000	150,000	
16	Msasa, Roller, Brush, tape	1	Assorte d	100,000	100,000	
17	Rangi ya mafuta ltr 4	3	Galon	50,000	150,000	
18	Mchanga (Iori tani 7)	2	Trip	300,000	600,000	
19	Mlango wa Mbao - Mninga (complete) 4ft x 7ft	1	Pcs	700,000	700,000	
20	Grill la mlango 4ft x 7ft	1	Pcs	400,000	400,000	
21	Grill la Dirisha (120cm x 200cm)	3	Pcs	450,000	1,350,000	
22	Dirisha la Aluminium (120cm x 200cm)	3	Pcs	450,000	1,350,000	
23	Tiles sqm 36 (40x40) ceramic	36	Sqm	30,000	1,080,000	
24	Ac 240000 BTU	2		1,700,000	3,400,000	12 months
25	Metal Shelves	18		450,000	8,100,000	
26	Collection treating table 3mx2m	1	Pcs	400,000	400,000	
	Jumla Ndogo			100,000	23,270,350	



	TOTAL AMOUNT FOR SUPPLY OF GOODS EXCLUDING VAT				150,811,250	,
	Jumla Ndogo			10,834,000		
10	Deep Freezer	1	Pcs	1,300,000	1,300,000	12months
9	Shelves	3	Pcs	500,000	1,500,000	
8	Ac 2400000 BTU	2	Pcs	1,700,000	3,400,000	12 months
7	Dirisha la Aluminium (120cm x 200cm)	2	Pcs	450,000	900,000	
6	Grill la Dirisha (120cm x 200cm)	2	Pcs	400,000	800,000	
5	Msasa, Roller, Brush	1	Assort	100,000	100,000	
4	Cement kg50	2	Bag	17,000	34,000	
3	Rangi Silk lt 20	1	Pcs	150,000	150,000	
2	Complete washing Sink	1	Pcs	250,000	250,000	
1	Frem na top Kabati (hard wood)	3	Pcs	800,000	2,400,000	
VIII	MAABARA YA MIKUSANYO YA	BAOL	OJIA			

DEONIDACE ALISTIDES

(Name of the Authorized Person)

Signature

HRuderes!

Add VAT	
Total Amount for Supply of Goods (INCLUDING VAT)	
	150,811,250

29th January 2022 Date







NJ.

8. SUPPLIERS'S QUALIFICATION INFORMATION/LEGAL DOCUMENTS



TANZANIA



Certificate of Incorporation of a Company

Section 15

No: 151412009

I HEREBY CERTIFY THAT

CYBERTZ CIVIL COMPANY LIMITED

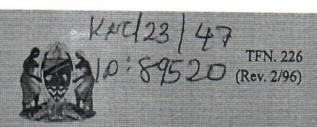
is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this 1st day of APRIL TWO THOUSAND AND TWENTY ONE.



Hans.

PRINC ASST. REGISTRAR OF COMPANIES



JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

KINGNOONI MUNICIPAL COUNCIL

B 3716147

(Imetolowa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka 1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

*Futa isiyotakiwa.

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-009
COLLAWY LITE W MATERIAL
taa TEGETA
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TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

THIS IS TO CERTIFY THAT

CYBERTZ CIVIL COMPANY LIMITED

HAS BEEN REGISTERED WITH THE TANZANTA REVENUE AUTHORITY AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

151-412-009

WITH EFFECT FROM 01 April 2021

TRA LOCATION KINONDONI

TAX OFFICE TEGETA

PHYSICAL LOCATION

STREET / AREA: TEGETA - KWA NDEVU

ABDULY MAPEMBE

OFFICIAL SEAL

AG COMMISSIONER FOR DOMESTIC REVENUE

NAME THE PERSONAL ACTION OF WHICH THE ACTION AT THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PE