



**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

**CONTRACT**

**BETWEEN**

**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING,  
ZANZIBAR**

**AND**

**M/S.MPELY FURNITURE  
FOR**

**CONTRACT FOR SUPPLY AND DELIVERY OF SCHOOL  
FURNITURE FOR ZANZIBAR PRIMARY SCHOOLS FOR  
DEVELOPMENT OF NATIONAL SOCIAL WELFARE UNDER  
INTERNATIONAL MONITORY FUNDS (IMF). COVID -19  
PROJECT**

**TENDER No: SMZ/IMF/ RNCB/G/2021-2022/1**

**DATE: JUNE, 2022**

## Form of Contract

THIS Contract is made on 13 day of JUNE 20 22 between **Ministry of Education and Vocational Training – Zanzibar**(hereinafter called “the Purchaser”) having its principal place of business at **P.O.Box 394 Mazizini - Zanzibar** on the one part and **M/S Mpely Furniture P.O. Box 3258 Fuoni Meli Tano Zanzibar, Telephone Number 0777 437067, Registration Number Z0000142056** of on the other part:

WHEREAS the Purchaser invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of School Furniture for Zanzibar Primary Schools For Development Of National Social Welfare Covid 19 Project Under International Monetary Funds (IMF)** and has accepted a Bid by the Supplier for the supply of those goods and services by Lots 8,9 and 10 in the sum of **Tanzania Shillings Five Hundred Forty Four Million Nine Hundred Twenty One Thousand Seven Hundred Fifty Only (544,921,750/=) Vat Included**

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract. This Contract shall prevail over all other contract document:
  - i. Form of Contract
  - ii. The Letter of Acceptance;
  - iii. The Letter of Bid;
  - iv. Special Conditions of Contract
  - v. Negotiation Minutes
  - vi. Notification of Award
  - vii. General Conditions of Contract
  - viii. the Specification (including Schedule of Requirements and Technical Specifications)
  - ix. the completed Schedules (including Price Schedules)
  - x. any other document listed in GCC as forming part of the Contract
3. 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 provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser 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.
5. The duration of contract is two (2) months

*CM*

*[Signature]*

IN WITNESS whereof the parties here to have caused this Contract to be executed in accordance with the laws of Zanzibar on the day, month and year indicated above.

For and on behalf of Purchaser

In the presence of:

Signature: 

Signature: 

Name: ALI KHAMIS JUMA

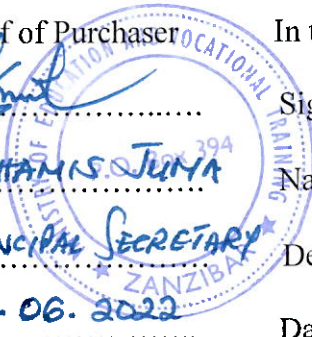
Name: KHALID M. WAZIR

Designation: PRINCIPAL SECRETARY

Designation: DPPR

Date: 13.06.2022

Date: 13/06/2022



**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING ZANZIBAR.**

For and on behalf of Supplier:

In the presence of:

Signature: 

Signature: 

Name: SULTAN AR-RASHEED

Name: MUSSO H. MUSSA

Designation: DIRECTOR

Designation: MANAGER

Date: 13/06/2022

Date: 13/06/2022



**MPELV FURNITURE**

**LETTER OF ACCEPTANCE**



# MPELY FURNITURE

P. BOX 3258

JANG'OMBE ROAD

YOUR REF: .....

OUR REF: MPF/TEN.11/269/279/22

MOBILE: + 255 777 437067

ZANZIBAR – TANZANIA

DATE :10<sup>TH</sup> , MAY, 2022

**PRINCIPAL SECRETARY  
MINISTRY OF EDUCATION  
VOCATIONNAL TRAINING  
ZANZIBAR**

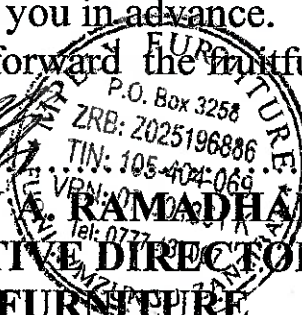
CONC: ACCEPTANCE OF AWARD FOR SUPPLY AND DELIVERY OF -  
SCHOL FURNITURE FOR ZANZBAR PRIMARY SCHOOLS FOR  
DEVELOPMENT OF NATIONAL SOCIAL WELFARE COVID-19 PROJECTS  
UNDER INTERNATIONAL MONITORY FUNDS (IMF)SMZ/IMF/G/2021-2022/1.

This is to acknowledge you back with the receipt of your letter dated 10<sup>th</sup> May 2022 with the ref.P33/21/9/VOL.IV/294 of award tender for supply and delivery of school furniture for primary schools under (IMF) for the contract price of T. SH. 544,921,750.00 (FIVE HUNDRED FORTY FOUR MILLION NINE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED AND FIFTY ONLY). VAT - INCLUSIVE.

We confirm and accept this award at the same time we are ready to sign the contract agreement within the correct time and venue. Thanking you in advance.

Looking forward the fruitful and better collaboration.

.....  
**SULTANA RAMADHANI.**  
**EXECUTIVE DIRECTOR**  
**MPELY FURNITURE**  
**ZANZIBAR**



**LETTER OF BID**

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "D. J. [unclear]".

# FORM OF BID

Date :06<sup>th</sup> APRIL, 2022

TENDER NO.SMZ/IMF/G/2021-2022/1

**TO: PRINCIPAL SECRETARY  
MINISTRY OF EDUCATION  
VOCATIONAL TRAINING  
ZANZIBAR**

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda issued in accordance with the instruction to bidders (ITB 9)
- (b) We meet the eligibility requirement and have no conflict of interest in accordance with ITB 4:
- (c) We have not been suspended nor declared ineligible by the purchaser based on execution of a bid / proposal securing Declaration in the purchaser 's country in accordance with ITB 18
- (d) we offer to supply in conformity with bidding document and in accordance with the delivery schedules specified in the schedules of Requirements the following Goods

**SUPPLY AND DELIVERY OF SCHOOL FURNITURE FOR  
ZANZIBAR PRIMARY SCHOOL FOR DEVELOPMENT  
NATIONAL, SOCIAL WELFARE COVID-19 PROJECT UNDER  
INTERNATIONAL MONITARY FUND (IMF) .**

- (e) The total price of our bid excluding any discount offered in item (f) below Is

**T.SH. 3,271,232,500/= (THREE BILLION TWO HUNDRED  
SEVENTY ONE MILLION TWO HUNDRED THIRTY TWO  
THOUSAND AND FIVE HUNDRED ONLY) VAT - INCLUSIVE:**

**LOT : 5 IS T.SH : 461,645,000/=**

**LOT : 7 IS T.SH. 461,645,000/=**

**VAT IS 138,493,500/=**

**TOTAL PACKAGE I is T.SH. 1,061,783,500/= VAT - INCLUSIVE.**



*Handwritten notes:*  
6/4  
6/4/2022

*Handwritten signature and date:*  
26/04/2022

**LOT 8: IS T.SH. 479,820,000/=**  
**LOT 9: IS T.SH. 480,480,000/=**  
**LOT 10: IS T.SH. 480,480,000/=**  
**LOT 11; IS T.SH. 480,480,000/=**  
**VAT IS 288,189,000/=**  
**TOTAL PRICE FOR PACKAGE II T.SH.2,209,449,000/= VAT INCLUSIVE.**

(f) :The discount offered and the methodology for their application are :

(i)The discounts offered are : NONE

(ii) The exact method of calculations to determine the net price after application of discount is shown below : NONE

(g) Our bid shall be valid for the period **OF 90 days** from the date fixed for the bid submission dead line in accordance with the bidding document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(h) If our bid is accepted we commit to obtain a performance security in accordance with the bidding document.

(I) we accept that *arbitration decree cap 25 the law of Zanzibar* in the BID DATA SHEET to be appointed as the adjudicator

(k) we are not participating as a Bidder in more than one bid in this bidding process other than alternative bids submitted in accordance with ITB 19

(l).Our firm its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared ineligible by the Revolutionaries Governments of Zanzibar Under Zanzibar laws or official regulation or by an act of compliance with a decision of the united nations securities council.

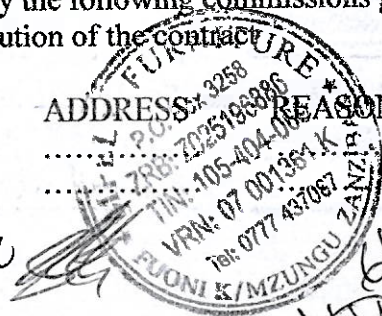
(m) We are not a Governments owned entity

(n)We have paid or Will pay the following commissions gratuities or fees with respect to the bidding process or execution of the contract

NAME OF RECIPIENT	ADDRESS	REASONS	AMOUNT
.....	.....	.....	.....
.....	.....	.....	.....

*Handwritten signature and date: 6/4/22*

*Handwritten signature and date: 06/04/2022*



*Handwritten signature and date: 6/4/22*

*Handwritten signature and date: 06/04/22*



NONE

NONE

NONE

NONE.

(o) We understand that this bid, together with your written acceptance thereof included In your letter of acceptance, shall constitute a binding contract between, us, until a Formal contract is prepared and executed and


(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive ,

(q) We undertake that in competing for (and if the award is made to us in executing )the above contract , We will strictly observe the laws against fraud and corruption in force of Zanzibar.

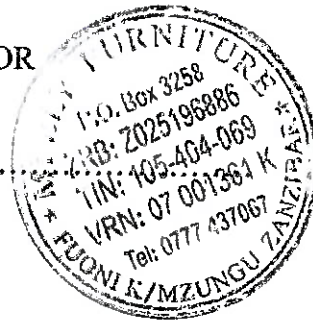
Name of bidder : **MPELY FURNITURE AND BUSINESS SUPPLY**

Name of the person dully authorized to sign the bid on behalf of the bidder : **SULTAN ABDALLA RAMADHAN**

Title of the person signing the bid : **DIRECTOR**

Signature of the person named above : 

Date signed **06 APRIL. of 2022**



*Handwritten signatures and dates:*  
6/4  
6/4/22  
6/4/22  
6/4/22  
6/4/22  
6/4/22  
6/4/22  
6/4/22  
6/4/22  
6/4/22

*Handwritten signature*

**SPECIAL CONDITIONS OF CONTRACT (SCC)**



## 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. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Definitions (GCC Clause 1)</b>	
1.1(i)	The Purchaser is: <b>Ministry of Education and Vocational Training</b>
1.1(j)	The Supplier is: <i><b>MPELY FURNITURE</b></i> <i><b>P.O.Box3258</b></i> <i><b>Phone :+255-0777437067</b></i> <i><b>ZANZIBAR-TANZANIA</b></i>
1.1(k)	The Project site is: Head Quarter Ministry of Education and Vocational Training – Zanzibar.
<b>Governing Language (GCC Clause 3)</b>	
3.1	The Governing Language shall be: <b>ENGLISH.</b>
<b>Applicable Law (GCC Clause 4)</b>	
4.1	The Applicable Law shall be: Laws of the <b>ZANZIBAR.</b>
<b>Country of Origin (GCC Clause 5)</b>	
5.1	Country of Origin is <b>Good Supplied from Zanzibar</b>
<b>Performance Security (GCC Clause 9)</b>	
9.1	The amount of performance security, as a percentage the Contract Price, shall be: <b>Ten percent ( 10% ) of the Contract Price were paid through Unconditioned Bank Guarantee and returned after completion of Warranty</b>
9.4	Discharge of the Performance Security shall not later than thirty (30) days.
<b>Inspections and Tests (GCC Clause 10)</b>	
10.1	The inspections and tests shall be: In <b>Zanzibar</b>
<b>Packing (GCC Clause 11)</b>	



11.2	The packing, marking and documentation within and outside the packages shall be: <i>The Revolutionary Government of Zanzibar, Ministry of Education and Vocational Training, Zanzibar also accompanied with Delivery Order.</i>
<b>Delivery and Documents (GCC Clause 12)</b>	
12.1	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Procuring and Disposing Entity 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 Procuring and Disposing Entity, with a copy to the Insurance Company:</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc].</i></p> <p>The above documents shall be received by the Procuring and Disposing Entity at least .....<i>(insert numbers of days/weeks)</i> 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.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]Not Applicable (N/A)</i></p>
12.3	<p><b>For Goods from within Zanzibar:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring and Disposing Entity and mail the following documents to the Procuring and Disposing Entity:</p> <p><i>[insert the required documents, such as seaway bill, an airway bill, a road consignment note, insurance certificate, Manufacturer's and Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details, certificate of country of origin etc]</i></p> <p>The Procuring and Disposing Entity shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>Insurance (GCC Clause 13)</b>	

13.1	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.
<b>Incidental Services (GCC Clause 15)</b>	
15.1	Incidental services to be provided are:  <i>[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
<b>Spare Parts (GCC Clause 16)</b>	
16.1	Additional spare parts requirements are: <i>(insert the list of additional spare parts if applicable) N/A</i>
<b>Warranty (GCC Clause 17)</b>	
17.2	<p style="text-align: center;"><b><i>Sample provision</i></b></p> <p>In partial modification of the provisions, the warranty period shall be 12 months hours from date of delivery, inspection and acceptance of the Goods. 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 style="margin-left: 40px;">(a) Order Supplier to 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;"><b>or</b></p> <p style="margin-left: 40px;">(b) Order Supplier pay liquidated damages to the procuring and disposing entity with respect to the failure to meet the contractual Guarantees. The rate of these liquidated damages shall be 0.2 percent per day of undelivered materials /goods value up to the sum equivalent to the amount of ten percent of the contract value</p>
17.4 & 17.5	The period for correction of defects in the warranty period within : One ( 1 ) week.

**Payment (GCC Clause 18)**

18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

18.5 The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *[insert number]* days. Not Applicable (N/A)

The interest rate that shall be applied is *[insert number]* % Not Applicable (N/A)

18.6 **Payment for Goods supplied from abroad:**

***Sample Provision***

Payment of foreign currency portion shall be made in ( \_\_\_\_\_ )  
*[currency of the Contract Price]* in the following manner:

- (i) **Advance Payment:** ..... Percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding documents or another form acceptable to the Procuring and Disposing Entity.
- (ii) **On Shipment:** ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country.
- (iii) **On Acceptance:** ..... 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 Procuring and Disposing Entity.

Payment of local currency portion shall be made in \_\_\_\_\_ *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring and Disposing Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within Zanzibar:**

Payment for Goods and Services supplied from within the Zanzibar/ Tanzania shall be made in Tanzanian Shillings, as follows:

***Sample provision***

- (i) **Advance Payment:** The payment of the Contract Price shall be

	paid after Signing the Contract. (There is no Advance Payment)  (ii) <b>The final Payment</b> of the Contract Price shall be paid after delivery, Inspection and acceptance
<b>Prices (GCC Clause 19)</b>	
19.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  <i>Not Applicable(N/A)</i>
<b>Liquidated Damages (GCC Clause 25)</b>	
25.1	Applicable rate: <i>0.2 percent per day</i> of undelivered materials/good's value.  The maximum amount of liquidated damages shall be: Not Applicable (N/A)
<b>Notices (GCC Clause 34)</b>	
34.1	<p><b>The Ministry of Education and Vocational Training</b>  P.O.BOX 394  Mazizini Airport Road  Zanzibar  City: Zanzibar  Country: Tanzania  Telephone: +255 24 223282,  Facsimile No: +255 24 2232827  Email: <a href="mailto:pmu@moez.go.tz">pmu@moez.go.tz</a> or <a href="mailto:info@moez.go.tz">info@moez.go.tz</a></p> <p><b>MPELY FURNITURE</b>  P.O.Box3258  Phone :+0777437067  ZANZIBAR -TANZANIA</p>

**NEGOTIATION MINUTES**

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.



**PROJECT: SUPPLY AND DELIVERY OF SCHOOL FURNITURE FOR ZANZIBAR  
PRIMARY SCHOOL FOR DEVELOPMENT OF NATIONAL SOCIAL WELFARE  
COVID-19 PROJECT UNDER INTERNATIONAL MONITORY FUNDS (IMF)**

**Venue: MOEVT- MAZIZINI**

**Date: 02/05/2022**

**Time: 10:00 am.**

**Present:**

S/N	NAME	Title	Organization	Address
1.	DR.BAKARI A. SILIMA	EXCUTIVE DIRECTOR	VTA-MOEVT	P.O.Box 394
2.	MR.BAKARI H. HAJI	TECHNICAL PERSON	MOEVT	P.O.Box 394
3.	MRS. MWANAIDI H. SILIMA	PROCUREMENT OFFICER	MOEVT	P.O.Box 394
4.	MRS.ZUHURA M. DAWA	ACCOUNTANT	MOEVT	P.O.Box 394
5.	MR.SULTAN RAMADHANI A.	DIRECTOR	MPELLY FURNITURE	P.O.Box 3258
6.	ABDALLA SULTAN ABDALLA	MANAGER	MPELLY FURNITURE	P.O.Box 3258
7.	MR. MUSSA H. MUSSA	MANAGER	MPELLY FURNITURE	P.O.Box 3258



THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR

MINISTRY OF EDUCATION AND VOCATIONAL TRAINING ZANZIBAR

**CONTRACT NAME: SUPPLY AND DELIVERY OF SCHOOL FURNITURE FOR  
ZANZIBAR PRIMARY SCHOOL FOR DEVELOPMENT OF NATIONAL SOCIAL  
WELFARE COVID-19 PROJECT UNDER INTERNATIONAL MONITORY  
FUNDS (1MF)**

**NEGOTIATION MEETING MINUTES**

**MAY, 2022**

**SUPPLY AND DELIVERY OF SCHOOL FURNITURE FOR ZANZIBAR PRIMARY SCHOOL FOR DEVELOPMENT OF NATIONAL SOCIAL WELFARE COVID-19 PROJECT UNDER INTERNATIONAL MONITORY FUNDS (IMF)**

**Sub: Negotiation Meeting Minutes**

**AGENDA:**

1. Opening of the meeting
2. Discussion on scope of works
3. Discussion on commencement and completion of the work.
4. Payments terms and conditions
5. Any other business
6. The closing of the meeting

S/No.	Agenda item	Proposal/Action	Agreed/Resolution
1.0	The opening of the meeting	<ul style="list-style-type: none"> <li>• Introduction, Registration</li> <li>• Confirmation of Agenda items</li> </ul>	<ul style="list-style-type: none"> <li>• Chairperson Opened the meeting at 10:00 am. There after members were requested to introduce themselves and register on the attendance sheet.</li> </ul> <p>All members confirmed the agenda to suit the discussion and no addition agenda was proposed.</p>
2.0	Scope of Works	<ul style="list-style-type: none"> <li>• The client was decided to reduce the scope of work.</li> </ul>	<ul style="list-style-type: none"> <li>• It was agreed that the Supplier is going to reduce the size of Desk top from 56 to 48 inches or 1425mm to 1220mm and Quantity from 1185 up to 977</li> <li>• The price per desk will be</li> </ul>

			<p><b>557,750/=</b></p> <ul style="list-style-type: none"> <li>The total Contract prices will be Five Hundred Forty Four Million Nine Hundredread Twenty One Thousand Seven Hundred Fifty Only <b>(544,921,750/=)</b> With VAT</li> </ul>
<p><b>3.0</b></p>	<p><b>Commencement and delivery of Goods.</b></p>	<ul style="list-style-type: none"> <li>Commencement and delivery of Goods</li> </ul>	<ul style="list-style-type: none"> <li>It was agreed goods will be delivery after two months and Commencement will be after signing the Contract.</li> </ul>
<p><b>4.0</b></p>	<p><b>Payments terms and Condition</b></p>	<ul style="list-style-type: none"> <li><b>Advance payment:</b> Supplier asked for advance payment.</li> </ul>	<ul style="list-style-type: none"> <li>There is no an advanced payment.</li> <li>The payment will be done according to the delivering of the goods.</li> </ul>
<p><b>5.0</b></p>	<p><b>AOB</b></p>	<ul style="list-style-type: none"> <li>Supplier promised to work effectively</li> </ul>	<ul style="list-style-type: none"> <li>The Chairman and members thanked him for his cooperation</li> </ul>
<p><b>6.0</b></p>	<p><b>Closing of the meeting</b></p>	<ul style="list-style-type: none"> <li>Closing time and general remarks</li> </ul>	<ul style="list-style-type: none"> <li>The meeting proceeding was officially closed at 10:26am by the Chairman <b>Dr. Bakari A. Silima</b> after thanking all members who attended the meeting.</li> </ul>



Signed by  P.O. Box 92  
**Mr. Dr. Bakari A. Silima**  
(MOEVT-Zanzibar)  
Chairman

Signed by  02/5/2022  
**Mr. Sulaiman A. Ramadhan**  
Managing Director  
MPLEZ ZANZIBAR  
P.O. Box 1361 K  
ZANZIBAR  
T: 25195386  
F: 404-069  
Fax 3258



**NOTIFICATION OF AWARD**





THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR  
MINISTRY OF EDUCATION AND VOCATIONAL TRAINING

P. O. Box 394  
ZANZIBAR-TANZANIA  
Website: www.moez.go.tz

Tel. +255-24-2232728  
Fax. +255-24-2233306  
Email : info@moez.go.tz

Ref. No: P33/21/9/VOL.IV/294

Date: 10<sup>th</sup> May, 2022

DIRECTOR,  
MPELY FURNITURE  
Mob: +255 777 437 062  
P.O BOX 3258  
TANZANIA

NOTIFICATION OF CONTRACT AWARDS FOR SUPPLY AND DELIVERY OF  
SCHOOL FURNITURE FOR ZANZIBAR PRIMARY SCHOOL FOR  
DEVELOPMENT OF NATIONAL SOCIAL WELFARE COVID-19 PROJECT  
UNDER INTERNATIONAL MONITORY FUNDS (IMF)

I am pleased to inform you that your Tender dated 6<sup>th</sup> April, 2022 with identification number SMZ/IMF/RNCB/G/2021-2022/1 been evaluated and the Ministry of Education and Vocational Training, Zanzibar is hereby announcing its conditional contract price is Tanzania Shillings Five Hundred Forty Four Million Nine Hundred Twenty One Thousand Seven Hundred Fifty Only (544,921,750/=) VAT Inclusive

You are hereby instructed to proceed with the signing of the contract within 7 days after receive of this notification of award.

You are also instructed to submit to us the Letter of Acceptance before signing of the Contract.

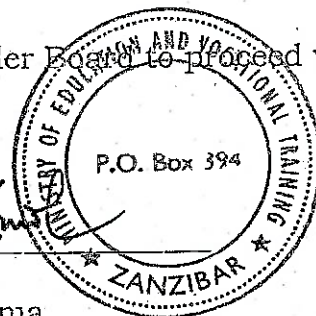
Please contract Secretary, Ministerial of Tender Board to proceed with the signing of the contract and other formalities.

Please confirm your acceptance.

Authorized Signature: \_\_\_\_\_

Name and Title of Signature: Ali Khamis Juma

Principal Secretary



In details:

Minister 2238205; Principal Secretary 2238210; Deputy Secretary 2234356

**GENERAL CONDITIONS OF CONTRACT (GCC)**



## Table of Clauses

	<b>Sec. IV</b>
1. Definitions.....	1
2. Application.....	2
3. Governing Language.....	2
4. Applicable Law.....	2
5. Country of Origin.....	2
6. Standards.....	2
7. Use of Contract Documents and Information; Inspection and Audit by the Revolutionary Government of Zanzibar .....	2
8. Patent Rights .....	3
9. Performance Security .....	3
10. Inspections and Tests .....	4
11. Packing.....	4
12. Delivery and Documents.....	5
13. Insurance .....	5
14. Transportation .....	5
15. Incidental Services .....	5
16. Spare Parts.....	6
17. Warranty.....	6
18. Payment.....	7
19. Prices.....	7
20. Change Orders.....	8
21. Contract Amendments.....	8
22. Assignment.....	8
23. Subcontracts .....	8
24. Delays in the supplier's Performance .....	8
25. Liquidated Damages .....	9
26. Termination for Default .....	9
27. Force Majeure .....	10
28. Termination for Insolvency.....	10
29. Termination for Convenience .....	11
30. Disputes.....	11
31. Procedure for Disputes.....	11
32. Replacement of Adjudicator .....	12
33. Limitation of Liability.....	12
34. Notices .....	12
35. Taxes and Duties .....	12



## General Conditions of Contract

1. **Definitions**      1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
  - c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
  - d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials, which the Supplier is required to supply to the Purchaser under Contract.
  - f) "The Related Services" means those services ancillaries 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, initial maintenance and other such obligations of the Supplier covered under the Contract.
  - g) "GCC" means the General Conditions of Contract contained in this section.
  - h) "SCC" means the Special Conditions of Contract.
  - i) "The Purchaser" means the entity purchasing the Goods and related service, as specified in the SCC.
  - j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - k) "The Project Site" where applicable, means the place or places named in SCC.



- l) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC.
- n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) "Force Majeure" means an event beyond the control of the Supplier and not involving the Purchaser'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.

- |                              |     |  |
|------------------------------|-----|--|
| <b>2. Application</b>        | 2.1 | These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.   |
| <b>3. Governing Language</b> | 3.1 | The Contract as well as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language <b>specified in SCC</b> . Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. |
| <b>4. Applicable Law</b>     | 4.1 | The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise <b>specified in SCC</b> .   |
| <b>5. Country of Origin</b>  | 5.1 | The origin of Goods and Services is distinct from the nationality of the Supplier.   |

6. **Standards** 6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
7. **Use of Contract Documents and Information; Inspection and Audit** 7.1 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.
- 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 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.
- 7.4 The Supplier shall permit the Revolutionary Government of Zanzibar or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies, if so required by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies.
8. **Patent and Copyrights** 8.1 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 or any part thereof in Zanzibar.
- 8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.



9. **Performance Security**
- 9.1 If required, within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 9.2 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.
- 9.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in a form of Bank Guarantee or any other form indicated in SCC.
- 9.4 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, unless otherwise **specified in SCC**.
10. **Inspections and Test**
- 10.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 10.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC sub-Clause 10.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 10.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.

- 10.5 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.6 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 10.7 : Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 10.8 Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 10.9 Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC sub-Clause 10.6.
- 10.1 0 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC sub-Clause 10.8, shall release the Supplier from any warranties or other obligations under the Contract.



11. Packing and Documents
- 11.1 The supplier shall provide such packing of the Goods as is required to prevent their 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 Goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The 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, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.
12. Delivery and Documents
- 12.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.
- 12.2 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.
- 12.3 Documents to be submitted by the Supplier are **specified in SCC**.
13. Insurance
- 13.1 The 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 SCC**.
14. Transportation
- 14.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS
15. Incidental Services
- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**16. Spare Parts**      16.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, such spare parts as the Purchaser may decide to purchase from the Supplier, this decision shall not relieve the Supplier of any warranty obligations under the Contract;

**17. Warranty**      17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they 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 (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Zanzibar.

- 17.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, 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.

## 18. Payment

- 18.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 18.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 18.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 18.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 18.6 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.





19. **Prices**
- 19.1 The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.
20. **Change Orders**
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - b) The method of shipment or packing;
  - c) The place of delivery; and/or
  - d) The Services to be provided by the Supplier.
- 20.2 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.
- 20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21. **Contract Amendments**
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22. **Assignment**
- 22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.



- 23. Subcontracts** 23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 23.2 Subcontracts must comply with the provision of GCC Clause 4.
- 24. Delays in the Supplier's Performance** 24.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing 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, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.
- 25. Liquidated Damages** 25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.
- 26. Termination for Default** 26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:



- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24;
- b) the supplier has abandoned or repudiated the contract.
- c) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- e) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
- f) 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 and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

“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 practices among Bidders (prior to or after Bid submission)

- 26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27. **Force Majeure**
- 27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, 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. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
- 27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.
28. **Termination for Insolvency**
- 28.1 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 that has accrued or will accrue thereafter to the Purchaser.
29. **Termination for Convenience**
- 29.1 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 Contract is terminated, and the date upon which such termination becomes effective.
- 29.2 The Purchaser shall accept the Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and price. For the remaining Goods, the Purchaser may decide:
- 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 and Services and for materials and parts previously procured by the Supplier.



- 30. Disputes**
- 30.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within thirty (30) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 30.2 After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
- 30.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 31. Procedure for Disputes**
- 31.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 31.2 The rate of the Adjudicator's fee and administrative costs of adjudication indicated in the SCC shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
- 32. Replacement of Adjudicator**
- 32.1 Should the Adjudicator resign or unable to perform his duties, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
- 33. Limitation of Liability**
- 33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,
- 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 or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**34. Notices**

34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address **specified in SCC**. The term "in writing" means communicated in written form with proof of receipt.

34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**35. Taxes and Duties**

35.1 A Supplier shall be entirely responsible for all taxes and levies imposed outside Zanzibar.

35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zanzibar, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**TECHNICAL SPECIFICATION**



## Technical Specifications

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards for all hard wood furniture:

### 1. Type of Timber

- a) All timber shall be seasoned hardwood:
- b) Alternative A: Mvule and Mninga hardwood
- c) Alternative B; Mkongo hardwood

### 1. Quality of Timber

- a) Timber shall have moisture content between 10-20% at the time of production of goods
- b) Well seasoned, cut, sound, bright and square edge.
- c) Free from warp or other deformation from signs of wrote or decay worm and beetle.
- d) Contain no large loose or dead knits, checks, splits or other defects.
- e) Timber shall be wrought on all faces and edges and 3 mm shall be allowed from the normal size of each wrought face or edge.

### 2. Jointing

- a) All joints shall be rubbed down to a smooth and even surface.
- b) Mortise and tenon joints shall be glued with ponal glue or any cold setting synthetic adhesive PVA based and pressed together.
- c) When joints are glued, the surface to receive the glue, must be free from oil, grease or dust and the glue film must be evenly applied.

### 3. Fixing

Timber dowels must be properly glued.

### 4. Protection:

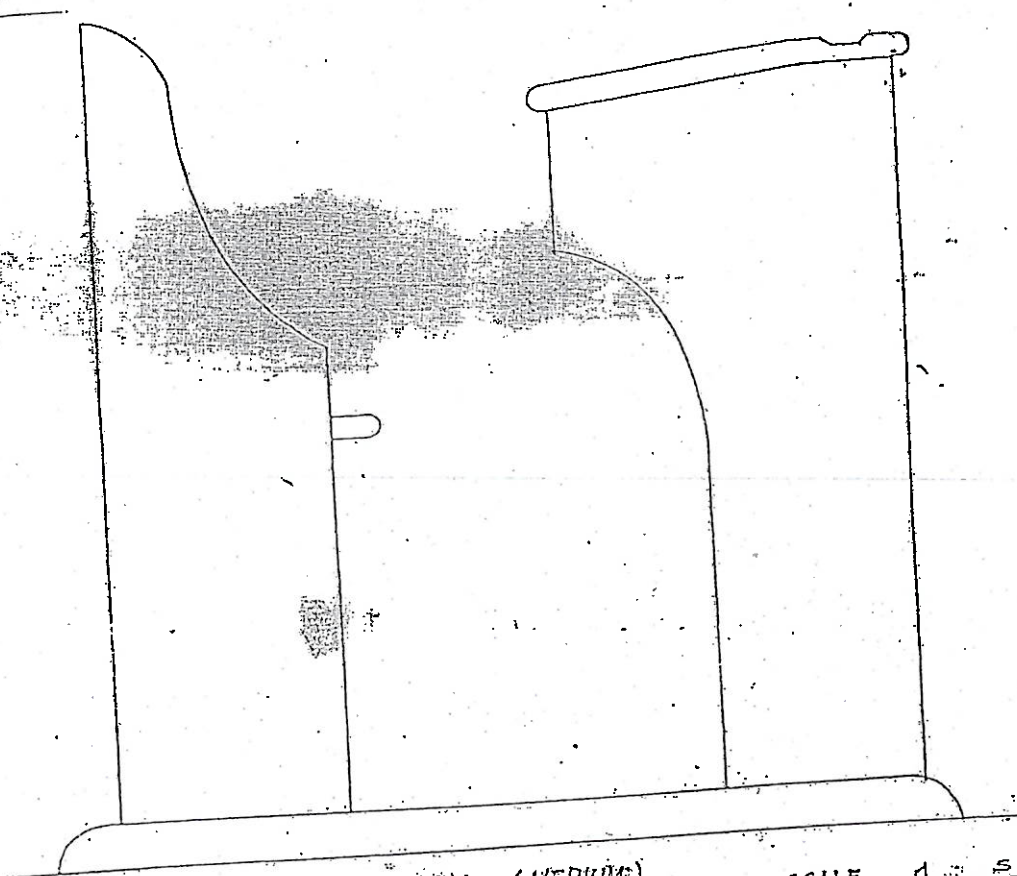
The Component shall be adequately protected from exposure and damage during transportation and storage

### 6. Surface Finishing

All surfaces shall be well sanded and vanished with three coats of clear varnish or polish.

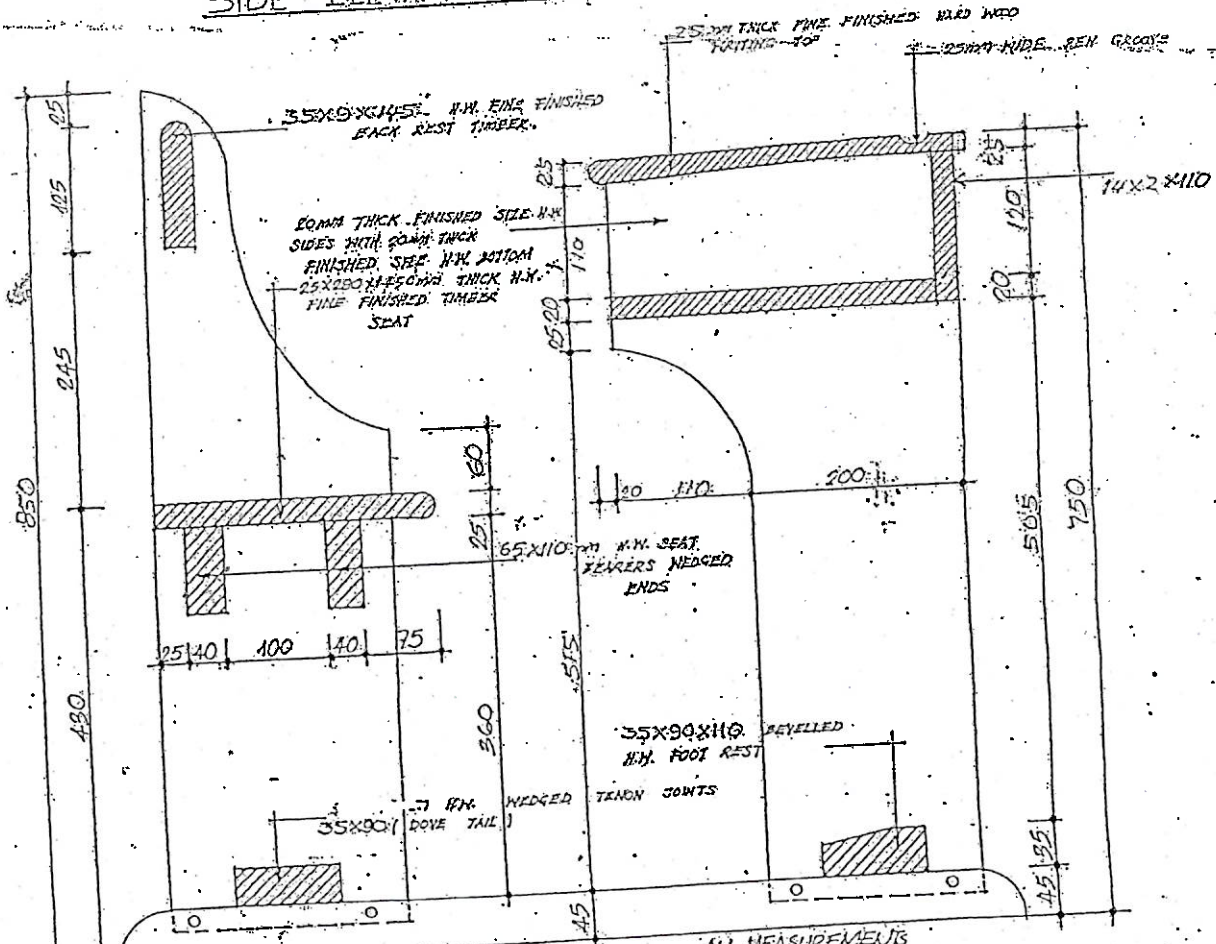
7. Design and measurements shall be in accordance with the attached drawings.





SIDE ELEVATION (MEDIUM)

SCALE 1 : 5

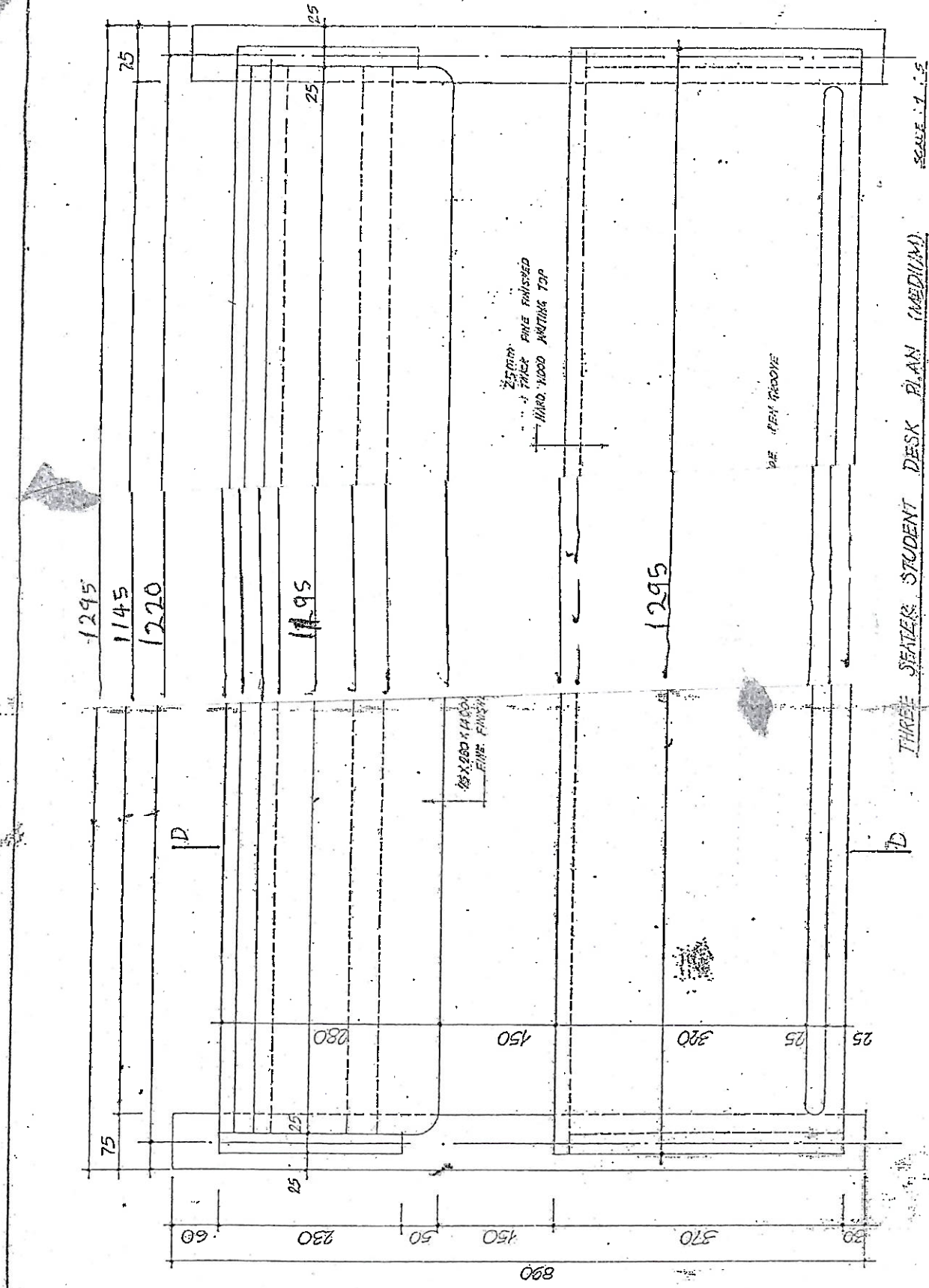


SECTION THRU D - D

ALL MEASUREMENTS ARE IN MM

SCALE 1 : 5

*[Handwritten signature]*



THREE SEATER STUDENT DESK PLAN (MEDIUM)

SCALE 1/2"

ALL MEASUREMENTS ARE IN MM

*[Handwritten signature]*

**SCHEDULE OF REQUIREMENT**





**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR**  
**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING**

**Bid No: SMZ/IMF/G/RNCB/2021-2022/1**

**For**

**SUPPLY AND DELIVERY OF SCHOOL FURNITURE FOR ZANZIBAR PRIMARY  
SCHOOLS FOR DEVELOPMENT OF NATIONAL SOCIAL WELFARE COVID -19  
PROJECT UNDER INTERNATIONAL MONITORY FUNDS (IMF)**

**Ref: P33/1//VOL.III/1216**

**Date: 29 March, 2022**

**CLARIFICATION No. 1**

S/N	BEFORE	AFTER
1.	Desk and Chair	Three Seater Desk
2.	The deadline for the bid submission: 30th March,2022	The deadline for submission: 6th April,2022
3.	Package I Unguja and II Pemba	Package I Unguja Lot .1 up to Lot .7 and Package II Pemba Lot. 8 up to Lot 11

**PACKAGE I: UNGUJA SCHOOLS**

LOT	Brief Description of the Goods	Unit	Quantity	Place of Delivery	Delivery Period
LOT.1	Three Seater Desk for Urban West A District in Unguja	pcs	727		Within 90 days
LOT.2	Three Seater Desk for Urban West B District in Unguja	pcs	727		

LOT	Brief Description of the Goods	Unit	Quantity	Place of Delivery	Delivery Period
LOT.3	Three Seater Desk for Urban District in Unguja	pcs	727	Head Quarter, Ministry of Education and Vocational Training – Mazizini Zanzibar	
LOT.4	Three Seater Desk for South District in Unguja	pcs	727		
LOT.5	Three Seater Desk for Central District in Unguja	pcs	727		
LOT.6	Three Seater Desk for North A District in Unguja	pcs	727		
LOT.7	Three Seater Desk for North B District in Unguja	pcs	727		

**PACKAGE II: PEMBA SCHOOLS**

S/N	Brief Description of the Goods	Unit	Quantity	Place of Delivery	Delivery Period
LOT.8	Three Seater Desk for Mkoani District in Pemba	pcs	727	Head Quarter, Ministry of Education and Vocational Training – Chake Chake Pemba	Within 90 days
LOT.9	Three Seater Desk for Chake Chake District in Pemba	pcs	728		
LOT.10	Three Seater Desk for Wete District in Pemba	pcs	728		
LOT.11	Three Seater Desk for Micheweni District in Pemba	pcs	728		



**Habiba Y. Vuai**  
**For Principal Secretary**  
**Ministry of Education and Vocational Training**  
**Zanzibar.**



**PRICE SCHEDULE**



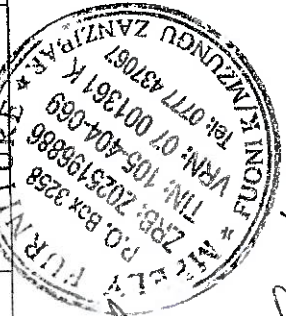
**(b) Price schedule for Domestic Goods Offered From Zanzibar.**

**NO. SMZ/IMF/G/2021-2022/1**

**MPELY FURNITURE  
TEL:0777- 437067  
ZANZIBAR.**

**PACKAGE : 1 – UNGUJA SCHOOLS  
LOT : 5 – CENTRAL DISTRICT IN UNGUJA  
LOT : 7 - NORTH B DISTRICT IN UNGUJA**

1	2	3	4	5	6	7
Item	description	Country of origin	Quantity	Unit price EXW per item	Total price EXW per Item (col. 4x5)	Total price TZS
A	5 Desk (three seaters Desk)	Zanzibar	727 - PCS	635,000/=	461,645,000/=	461,645,000/=
	7 Desk (three seaters Desk)	Zanzibar	727 - PCS		461,645,000/=	461,645,000/=



*Handwritten signature*  
6/8/22

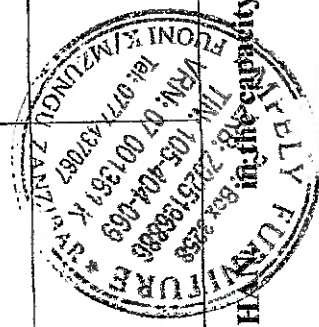
*Handwritten signature*  
06/08/2022

*Handwritten signature*  
06/08/2022

*Handwritten signature*

*Handwritten signature*  
 06/04/2022

Cost of local transport of all goods to the final destination	-	-	-	-	-
Insurance (if required)	-	-	-	-	-
Total cost (A+B+C)					923,290,000/=
VAT of total cost					138,493,500/=
Grand total					1,061,783,500/=



Name : SULTAN A. RAMADHAN in the capacity of : .....DIRECTOR..

Signature of bidder : .....  
 Dully authorized to sign the bid for and on behalf of : MPELY FURNITURE  
 Dated on : 06<sup>th</sup> day of .April. 2022  
 Note : in case of discrepancy between unit price and total , the unit price shall prevail.

*Handwritten signature*

*Handwritten mark*

*Handwritten signature*



**(b) Price schedule for Domestic Goods Offered From Zanzibar.**

MPELY FURNITURE  
TEL:0777- 437067  
ZANZIBAR.

NO. SMZ/INF/G/2021-2022/1

*Handwritten:*  
06/04/2022  
M. M. M. M. M.  
44

**PACKAGE : II – PEMBA SCHOOLS**

**LOT : 8 – MKOANI DISTRICT IN PEMBA**

**LOT : 9 - CHAKECHAKE DISTRICT IN PEMBA**

**LOT : 10 – WETE DISTRICT IN PEMBA**

**LOT : 11 – MICHEWENI DISTRICT IN PEMBA**

*Handwritten:* Ref

1 Item	2 description	3 Country of origin	4 Quantity	5 Unit price EXW per item	6 Total price EXW per Item (col. 4x5)	7 Total price TZS
8	Desk (three seaters Desk)	Zanzibar	727	610,000/=	479,820,000/=	479,820,000/=

**ZANZIBAR FURNITURE**  
P.O. Box 3258  
Zanzibar  
Tel: 0777 437067  
TIN: 115-404-066  
690-066

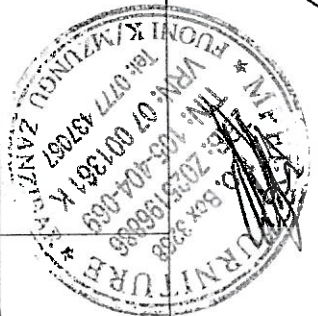
*Handwritten:* M

*Handwritten:* M

*Handwritten signature*  
28/04/2022

*Handwritten signature*  
6/4

9	Desk (three seaters Desk)	Zanzibar	728 - PCS	660,000/=	480,480,000/=	480,480,000/=			480,480,000/=
10	DESK (three seaters Desk)	Zanzibar	728 - PCS	660,000/=	480,480,000/=	480,480,000/=			480,480,000/=
11	DESK (three seaters Desk)	Zanzibar	728 - PCS	660,000/=	480,480,000/=	480,480,000/=			480,480,000/=
	Cost of local transport of all goods to the final destination	-	-	-	-	-			-
	Insurance (if required)	-	-	-	-	-			-



*Handwritten signature*

*Handwritten mark*

*Handwritten signature*

<b>D</b>	Total cost (A+B+C)			1,921,260,000/=
<b>E</b>	VAT of total cost			288,189,000/=
	Grand total			2,209,449,000/=

Name : SULTAN A .RAMADHAN, in the capacity of : .....DIRECTOR..

Signature of bidder : 

Dully authorized to sign the bid for and on behalf of : MPELY FURNITURE.

Dated on : 06<sup>th</sup> day of April, 2022

Note : in case of discrepancy between unit price and total , the unit price shall prevail.



*Handwritten signature and initials*  
G F

*Handwritten signature*

*Handwritten signature*  
26/04/2022

*Handwritten letter 'M'*

*Handwritten signature*