



INVOICE No.

NCL/2023-00368

TAX INVOICE

Nasia Consult Co. Limited
P.O. Box 34595
Dar es Salaam
TIN: 134-098-422

Telephone : +255-758 396 020

E-mail : nasia@nasia.co.tz

VRN: 40-031182-W

Date: 01th December 2023

To:

University of Dar es salaam
Office of the Vice Chancellor
P.O.Box 35091
Dar es Salaam, Tanzania

ITEMS	PARTICULARS	Unit	Qty	SUB AMOUNT	TOTAL (TSH)
	Monthly Service charge for th month of November 2023				
1	CoICT LOT 6	Ea	1	2,181,384.00	7,460,904.00
2	SoAF LOT 7	Ea	1	2,548,092.00	
3	Outside zone of mw1 nyerere halls of residentt Lot 12	Ea	1	2,731,464.00	
	Sub Total				6,322,800.00
	VAT (18%)				1,138,104.00
	Invoice Total				7,460,904.00
	VAT Inclusive				

PLEASE MAKE PAYMENT TO:

Name of Beneficiary	: NASIA CONSULT CO. LIMITED
Bank:	: CRDB BANK
Branch	: Mikocheni Branch
Account Number	: 0150521772700
Currency	: TZS
Swift Code	: CORUTZTZ

NASIA
CONSULT CO. LIMITED
P. O. Box 34595, DAR ES SALAAM

Received
01/12/23
Peak

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
UNIVERSITY OF DAR ES SALAAM



CONTRACT

FOR

TENDER NO: PA/011/2022/2023/NC/11 LOT 1-24

BETWEEN

UNIVERSITY OF DAR ES SALAAM

AND

M/S NASIA CONSULT CO. LIMITED

FOR

EXTERIOR CLEANING AND LANDSCAPING SERVICES FOR UNIVERSITY
OF DAR ES SALAAM – LOT 6, 7 AND 12

- Lot 6: Exterior Cleaning Services at College of Information and Communication Technology
- Lot 7: Exterior Cleaning Services at KUNDUCHI (SOAF)
- Lot 12: Outside Zone of Mwl. J.K. Nyerere

APRIL, 2023

WALA

Form of Agreement

Lump-Sum Remuneration

28th
This AGREEMENT (hereinafter called the "Contract") is made the day of April, 2023, between, on the one hand, *University of Dar es Salaam, P.O Box 35901, Dar es Salaam* (hereinafter called the "Employer") and, on the other hand, *M/s Nasia Consult Co. Limited P.O Box 34595 Dar es Salaam* (hereinafter called the "Service Provider").

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of *TZS 2,181,348.00 (Tanzanian Shillings Two Million One Hundred Eight One Thousand Three Hundred Forty Eight Only) VAT Inclusive per month for the contract period of Two (2) years for lot 6.*

TZS 2,548,092.00 (Tanzanian Shillings Two Million Five Hundred Forty Eight Thousand Ninety Two Only) VAT Inclusive per month for the contract period of Two (2) years for lot 7.

TZS 2,731,464.00 (Tanzanian Shillings Two Million Seven Hundred Thirty One Thousand Four Hundred Sixty Four Only) VAT Inclusive per month for the contract period of Two (2) years for lot 12.

(c) the Employer has set aside funds towards the cost of the Services and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Form of Agreement
 - b) Service Provider's Tender
 - c) Letter of Acceptance
 - d) The General Conditions of Contract;
 - e) The Special Conditions of Contract;
 - f) The Priced Activity Schedule
 - g) The Specifications (Statement of Requirements)
 - h) Performance assessment sheet
 - i) Standard Power of Attorney

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

.....
Signature
Prof. William A.L Anangisye
Vice Chancellor

VICE CHANCELLOR
UNIVERSITY OF DAR-ESSALAAM
P.O. BOX 35091
DAR-ESSALAAM

In the presence of

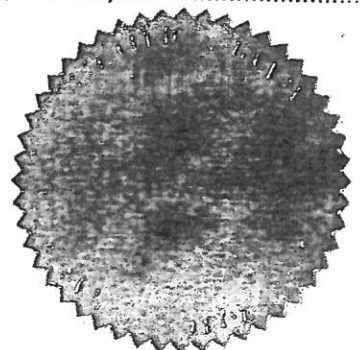
.....
Signature
Dr. Saudin J. Mwakaje
Chief Corporate Counsel and Secretary to Council

ON BEHALF OF THE SERVICE PROVIDER:

.....
Signature
(Name) ZAKARIA T. KIDUKO
(Occupation) MANAGING DIRECTOR
(Address) 34595 DSM

In the presence of

.....
Signature
(Name) PAULINA R. SONGELAE
(Occupation) DIRECTOR
(Address) 34595 DSM



SPECIAL CONDITIONS OF CONTRACT

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

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions			
1.	Adjudicator	1.(a)	To be agreed between Procuring Entity and Service provider
2.	Appointing Authority for the Arbitrator	1.(c)	Tanzania Institute of Arbitration
3.	Name of Employer	1.(k)	The University of Dar es Salaam
4.	Name of Service Provider	1.(u)	M/s Nasia Consult Co. Limited
5.	Site	1.(cc)	<p>The University of Dar es Salaam</p> <p>Lot 6: Exterior Cleaning Services at College of Information and Communication Technology.</p> <p>Lot 7: Exterior Cleaning Services at KUNDUCHI SOAF</p> <p>Lot: 12 Outside Zone of Mwl. J.K. Nyerere (Border to Hall VI & along Postgraduate Hostel both sides of the gravel road leading to Changayikeni and walkway western side border to Hall VII leading to UDSM road I including container bus stop, University Mosque, Chapel and Kilimahewa houses bordered by Kilimahewa road, along Chief Kunambi houses located on one side of Chief Kunambi road up to UDASA club, UDSM road up to Bondeni bus stop).</p>
6.	Applicable Law	2.1	Laws of Tanzania
7.	Other Documents Forming the Contract	2.4(j)	List other documents that form part of the contract if any: No other documents
8.	Conditions Precedent	3.1	Not Applicable
9.	Date for Meeting Condition Precedent	3.2	Not Applicable
10.	Governing Language	4.	English
11.	Address for Communication	5.	<p>Employer;</p> <p>University of Dar es Salaam,</p> <p>P. O. Box 35091, Dar es Salaam</p> <p>Attention: Director of Estate Services</p>

			Service Provider: <i>M/s Nasia Consult Co. Limited</i> P.O Box 34595 Dar es Salaam Attention: Supervisor
12.	Authorized Representative	7.	For the Employer: Director of Estate For the Service Provider: Supervisor
13.	Other Service Providers	9.	Not Applicable
	B. Commencement, Completion, Modification, and Termination of Contract		
14.	Date of Effectiveness of Contract		
15.	Starting Date	12.2	The Starting Date for the commencement of Services is: 1 st May, 2023
16.	Intended Completion Date	13.	31 st May, 2025
17.	Value Engineering	15.1 & 15.3	"not allowed"
18.	Interest Rate	16.	Shall be: 0.1 percent per delayed days.
19.	C. Obligations of the Service Provider		
20.	Prohibition of Conflicting Activities	21.	Activities which the Service Providers, subcontractors or their personnel Should not engage in: All the activities that are not indicated in schedule of requirement.
21.	Insurance to be taken out by the Service Providers	23.	Not Applicable
22.	HIV Awareness Programme	25.4	Other Measures for HIV-AIDS awareness programme to be taken shall be:- a) Providing access to voluntary counselling and testing (VCT) b) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families c) Providing condoms (male and female) to workers

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
23.	Health and Safety Manual	25.5	"Health and Safety manual: is required
24.	Service Providers' Actions Requiring Employer's Prior Approval	26.(d)	Other actions requiring the Employer's prior approval are: All activities that are not part of the contract.
25.	Documents Prepared by the Service Providers to be the Property of the Employer	28.	Restrictions about future use of documents submitted by Service Providers shall be Not Applicable
26.	Lack of Performance Penalty	29.	Amount to be paid by Service Provider for failure to perform to the required service level: 5 percent of monthly payment as per assessment Sheet
27.	Performance Security/Performance Securing Declaration.	30.	Performance Security: Not applicable Performance Securing Declaration: is Applicable .
28.	Sustainable Procurement	31.	The sustainable procurement contractual provisions : Applicable
29.	Security of the Site	34.1 & 34.2	Indicate the person responsible for security of the site other than the Service Provider Not Applicable Submission of Security Management Plan: "not required"
30.	Facilities and Accommodation to Personnel	41.1	The following facilities and accommodation shall be provided by the Service Provider to the Personnel: Not Applicable
31.	Funeral Arrangements	41.2	Not Applicable
E. Obligations of the Employer			
32.	Assistance and Exemptions	46.	Not Applicable
F. Payments to the Service Provider			
33.	Contract Price –	50.	TZS 2,181,348.00 (Tanzanian Shillings Two Million One Hundred Eight One Thousand Three Hundred Forty Eight Only) VAT Inclusive per month for the contract period of Two (2) years for lot 6, TZS,2,548,092.00 (Tanzanian Shillings Two Million Five Hundred Forty Eight Thousand Ninety Two Only) VAT Inclusive per month for the contract period of Two (2) years for lot 7, TZS 2,731,464.00 (Tanzanian Shillings Two Million Seven Hundred Thirty One Thousand Four Hundred Sixty Four Only) VAT Inclusive per month for the contract period of Two (2) years for lot 12