

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY



CONTRACT DOCUMENT

FOR

TENDER NO ME-024/2021-2022/HQ/G/25 COVID

SUPPLY, INSTALLATION AND COMMISSIONING OF TRAINING EQUIPMENT AND  
MACHINERY AT 34FDCs

BETWEEN

MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY

AND

M/S. EVOLVE CO. LIMITED

LOT. 2: (Design, Sewing and Cloth Technology)

LOT. 5: (Carpentry and Joinery)

JANUARY, 2022

### Form of Contract

This Contract, is made this 25<sup>th</sup> day of January, 2022 between Permanent Secretary, Ministry of Education, Science and Technology of Government City, Mtumba Area Afya Street P. O. Box 10, 40479 DODOMA (hereinafter called "the Purchaser") and M/s. Evolve Co. Limited o P. O. BOX 6132, DAR ES SALAAM (hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute **Supply, Installation and Commissioning of Training Equipment and Machinery for 34FDC, LOT. 2 Design, Sewing and Cloth Technology and LOT. 5: Carpentry and Joinery** (hereinafter called "the Goods") and the Purchaser has accepted the Tender by the Supplier for the execution and completion of such goods and the remedying of any defects therein in the sum of TZS. 306,796,211.33 (Say Tanzania Shillings Three Hundred Six Million Seven Hundred Ninety-Six Thousand Two Hundred Eleven and Thirty-Three Cents) VAT inclusive and TZS. 1,157,583,045.62 (Say Tanzania Shillings One Billion One Hundred Fifty-Seven Million Five Hundred Eighty-Three Thousand Forty-Seven and Sixty-Two Cent) VAT inclusive respectively (hereinafter called "Contract Price").

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.
2. 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 supply, Installation and Commissioning of Training Equipment and Machinery for 34FDCs and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of goods **Design, Sewing and Cloth Technology for Lot. 2 and LOT. 5: Carpentry and Joinery** the remedying of defects therein for the Contract Price of TZS. 306,796,211.33 VAT Inclusive and TZS. 1,157,583,045.62 VAT Inclusive respectively.

4. Delivery Period is **120 days**, from the date of signing this contract. The delivery point shall be as per section (viii), the destination, delivery point and completion schedule.

This Contract comprises of the following document in its order of precedence

The Form of Contract;

- i. Notification of Award Letter;
- ii. Negotiation Minutes
- iii. Form of Tenderer;
- iv. The Special Conditions of Contract (SCC);
- v. The General Conditions of Contract (GCC);
- vi. The Schedule of Requirements;
- vii. The Technical Specifications and;
- viii. The delivery and completion schedule;
- ix. Specific Power of Attorney




In Witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.





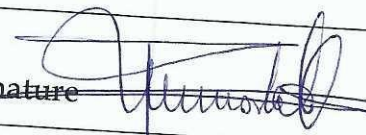
For and on behalf of the Client: -

Signed, sealed and delivered for the Ministry of Education, Science and Technology by: -

Name..... SEDOYEKA, E. 57	
Position Held..... KM EST	Signature PERMANENT SECRETARY MINISTRY FOR EDUCATION, SCIENCE AND TECHNOLOGY
Date..... 25/01/22	
In the Presence of: -	
Name: - ANNA KALAMO	
Qualification..... LEGAL OFFICER	
Date..... 25/01/2022	Signature: 
Signed, for M/S. EVOLVE CO. LIMITED OF P. O. BOX 6132, DAR ES SALAAM	
Name: ..... AMIYE ELISHA SANGA	Signature 
Position Held: ..... MANAGING DIRECTOR	
Date: ..... 25/01/2022	





In the Presence of: -	
Name: THOMSON ELISA MWASIKILI	Signature 
Qualification: DIRECTOR-BUSINESS DEVELOPMENT	
Address: 6132-DAR ES SALAAM	
Date: 25/01/2022	



**SECTION II: AWARD LETTER**



UNITED REPUBLIC OF TANZANIA  
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

Telegrams: "ELIMU"  
Tel: 026 296 35 33  
Email: [info@moe.go.tz](mailto:info@moe.go.tz)  
Website: [www.moe.go.tz](http://www.moe.go.tz)



Government City,  
Mtumba Area,  
Afya Street'  
P.O. Box 10,  
40479 DODOMA.

In reply please quote:

Ref. No. ME-024/2021-2022/HQ/G/25/VOL.II/2

22<sup>nd</sup> December, 2021

Managing Director,  
M/s. Evolve Co Limited,  
P.O. Box 6132,  
**DAR ES SALAAM.**

**RE: SUPPLY, INSTALLATION AND COMMISSIONING OF TRAINING  
EQUIPMENT AND MACHINERY AT 34 FOLK DEVELOPMENTS  
COLLEGES (FDCs)**

**SUB: Notification of award/ Letter of Acceptance**

Reference is made to the above heading.

2. Pursuant to Section 60 (5) of Public Procurement Act of 2011 and its Amendment of 2016, the Ministry would like to notify you that your tender dated 26<sup>th</sup> November, 2021 for execution of the Contract No. ME-024/2021-2022/HQ/G/25 for Supply, Installation and Commissioning of Training Equipment and Machinery at 34FDCs is hereby accepted by us. The tender has been awarded to you for

- (i) **LOT No.2; Design, Sewing and Cloth Technology** at Contract Price of TZS. 306,796,211.33 (Say Tanzania Shillings Three Hundred Six Million Seven Hundred Ninety-Six Thousand Two Hundred Eleven and Thirty-Three Cents) VAT inclusive and
- (ii) **LOT. 5; Carpentry and Joinery** TZS. 1,157,583,045.62 (Say Tanzania Shillings One Billion One Hundred Fifty-Seven Million Five Hundred Eighty-Three Thousand Forty-Seven and Sixty-Two Cent) VAT inclusive.

3. With this letter be prepared for signing of Contract.

4. Thank you for your cooperation.

  
Dr. Leonard D. Akwilapo

**PERMANENT SECRETARY**





Copy to: The Controller and Auditor General,  
P.O. Box 9080,  
**DAR ES SALAAM.**

" "  
The Director,  
Technical Audit Unit,  
Ministry of Finance,  
P.O. Box 9111,  
**DAR ES SALAAM.**

" "  
The Attorney General,  
Ministry of Justice and Constitutional Affairs,  
P.O. Box 630  
**DODOMA.**

" "  
The Chief Executive Officer,  
Public Procurement Regulatory Authority,  
P.O. Box 2865,  
**DODOMA.**

" "  
Commissioner General  
Tanzania Revenue Authority  
P.O. Box 11491  
**DAR ES SALAAM.**



**SECTION III: NEGOTIATION MINUTES**



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**



**RECORD OF NEGOTIATION MEETING**

**BETWEEN**

**MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**

**AND**

**EVOLVE CO. LIMITED**

**BID NO: ME-024/2021-22/HQ/G/25 COVID LOT 2, 3, 4 & 5  
SUPPLY, INSTALLATION AND COMMISSIONING OF TRAINING  
EQUIPMENT AND MACHINERY AT 34FDCs**

**DATE: 07<sup>TH</sup> DECEMBER, 2021**

A handwritten signature in the bottom right corner of the page.



**RECORD OF NEGOTIATIONS**

**Name of the Procuring Entity:** Ministry of Education, Science and Technology

**Tender ID No.:** ME-024/2021-22/HQ/G/25 COVID (Lot 2, 3, 4 and 5)

**Subject of Procurement:** Supply, Installation and Commissioning of Training Equipment and Machinery at 34FDCs

**Method of Procurement:** Single Source Procurement Method

**Date of Negotiation:** 7<sup>th</sup> December, 2021

<b>PART 1: RECORD OF NEGOTIATIONS</b>	
<b>ISSUE</b>	<b>AGREEMENT (WITH FULL DETAILS)</b>
1 Introductions	Chairperson opened meeting at 16:30 local hours. Members introduced themselves from both parties
2 <b>Technical Clarifications:</b>	
a) Opinion or reservation from the Prospective Supplier regarding Schedule of Requirements/Technical Specifications in order to resolve any major issues on scope in order to avoid claims for variations originating from the Prospective Supplier during delivery.	Agreed that, a Prospective Supplier to review the Schedule of Requirements and technical specifications and to report any discrepancy or abnormalities within one week after commencement date.
b) Staffing and organisation of the project	The Prospective Supplier confirmed the availability of all resources dedicated to this

3	<p>c) Work Programme</p> <p>To submit work schedule reflecting the actual work programme within one week after commencement date.</p> <p><b>Financial /commercial confirmation</b></p>	<p>project.</p> <p>The Prospective Supplier agreed with the requirement.</p>
	<p>a) Correction of errors</p> <p>b) Cost reduction</p>	<p>The Bid price had no arithmetic errors.</p> <p>The Prospective Supplier gave a discount of 2.5% for Lot 2, 3.5% for Lot 3, and 4 and 3% for Lot 5 which is TZS 7,866,569.52, TZS 72,556,983.21 TZS 127,401,673.02 and TZS 35,801,537.49 respectively.</p> <p>Therefore, the total adjusted Bid Price (Contract Price) will be as follows:</p> <p>Lot 2 TZS. 306,796,211.33 VAT inclusive</p> <p>Lot 3 TZS 2,000,499,679.91 VAT inclusive</p> <p>Lot 4 TZS 3,512,646,127.56 VAT inclusive</p> <p>Lot 5 TZS 1,157,583,045.62 VAT inclusive</p>
	<p>c) Payments.</p> <p>Requested by Prospective Supplier that, consideration of payments of at least 80% to be made when 80% of goods in a lot is received and confirmed.</p>	<p>Agreed to be discussed upon submission of request for payments.</p>

4	<b>Contract Period:</b> To reduce delivery period to three (3) months instead of four (4) months.	Agreed that the contract period to be Four (4) months.
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We hereby certify that the above is a true and accurate record of the negotiations:

**For the Procuring Entity**

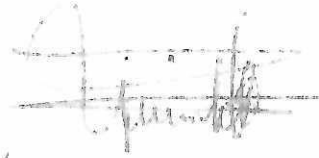
Signature: 

Name: DANIELSON  
 PATE  
 MUNYA

Position: CHAIR - PERSON

Date: 07/12/2021

**For the Tenderer/Consultant**

Signature: 

Name: Thomsen FIDA MEMBER

Position: DIRECTOR BUSINESS  
 DEVELOPMENT

Date: 7/12/2021





## RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Ministry of Education, Science and Technology

Tender ID No.: ME-024/2021-22/HQ/G/25 COVID (Lot 2,3, 4 and 5)

Subject of Procurement: Supply, Installation and Commissioning of Training Equipment and Machinery at 34FDCs

Method of Procurement: Single Source Procurement Method

Date of Negotiation: 7<sup>th</sup> December, 2021

## PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS

SN	Name	Position	Name of Tenderer /Firm	Signature
1	THOMAS JAMES MUNDURU	CHAIRMAN	CHILVE LTD	
2	DANIELSON PAUL MUNIA	CHAIRMAN	CHILVE LTD	
3	MARKA KATHIDE	PERSON	XVEST	
4	ZACKSON SILVA	PERSON	MEST	
5	MATILDA	PERSON	MEST	

**FORM OF TENDER**

A handwritten signature or scribble in the bottom right corner of the page.

# 1. Form of Tender

Date: 25<sup>th</sup> November 2021

To:

Ministry of Education, Science & Technology  
Government City, Afya Street, Mtumba Area,  
P.O. Box 10, 40479.  
Dodoma.

Gentlemen and /or Ladies:

Having examined the Tendering documents including Addenda Nos. [NA], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation and Commissioning of Training Equipment and Machinery at 34 Folk Development Colleges (FDCs), in conformity with the said Tendering documents for the sum of TZS 7,221,151,827.67; Seven billion two hundred twenty-one million one hundred fifty-one thousand eight hundred twenty-seven and sixty-seven hundredths Tanzanian Shillings Only) – Including other taxes and VAT

In which;

Lot 2 TZS 314,662,780.85; Three hundred fourteen million six hundred sixty-two thousand seven hundred eighty and eighty-five hundredths Tanzanian Shillings Only ) – Including other taxes and VAT

Lot 3 TZS 2,073,056,663.12; Two billion seventy-three million fifty-six thousand six hundred sixty-three and twelve hundredths Tanzanian Shillings Only) – Including other taxes and VAT

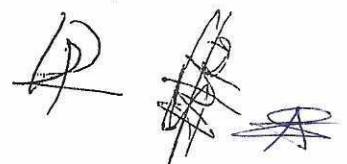
Lot 4 TZS 3,640,047,800.58; Three billion six hundred forty million forty-seven thousand eight hundred and fifty-eight hundredths Tanzanian Shillings Only ) – Including other taxes and VAT

Lot 5 TZS 1,193,384,583.11; One billion one hundred ninety-three million three hundred eighty-four thousand five hundred eighty-three and eleven hundredths Tanzanian Shillings Only ) – Including other taxes and VAT

such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

25 NOV 2021





We are hereby confirm Institute of Arbitrators, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, 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.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract: -

<u>Names and address of agent</u>	<u>Amount and Currency</u>	<u>Purpose of Commission or gratuities</u>
none	none	none

(if none state 'none')

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contact between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 25<sup>th</sup> day November 2021

(Name) AMIYE ELISHA SANGA

(Signature)

Duly authorised to sign Tender for and on behalf of

MANAGING DIRECTOR  
(Incapacity of)  
EVOLVE CO LIMITED

25 NOV 2021

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**



### Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		<b>Definitions (GCC 1.1)</b>
1.	1.1(j)	The Purchaser is: The Permanent Secretary, <i>Ministry of Education, Science &amp; Technology, Government City, Mtumba Area, Afya Street, P.O Box 10, 40479 DODOMA, Tanzania</i> Telephone: 026 296 35 33 E-mail: info@moe.go.tz
2.	1.1(p)	The Supplier is: M/s. Evolve Co Limited, P.O. Box 6132, Dar es salaam  Contract Price: LOT.2, TZS. 306,796,211.33 (Say Tanzania Shillings Three Hundred Six Million Seven Hundred Ninety-Six Thousand Two Hundred Eleven and Thirty-Three Cents) VAT inclusive and LOT.5, TZS. 1,157,583,045.62 (Say Tanzania Shillings One Billion One Hundred Fifty-Seven Million Five Hundred Eighty-Three Thousand Forty-Seven and Sixty-Two Cent) VAT inclusive
3.	1.1(q)	The Project is: IMF COVID 19
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: <b>English</b>
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: <b>Laws of Tanzania</b>

	<b>Country of Origin (GCC 6)</b>	
6.	6.1	Country of Origin is As per UN Security Council and the Laws of Tanzania
	<b>Performance Security (GCC 10)</b>	
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>Ten (10%) percent of the Contract Price in Form of Unconditional Bank Guarantee</b>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
	<b>Inspections and Tests (GCC 11)</b>	
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
	<b>Packing (GCC 12)</b>	
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
	<b>Delivery and Documents (GCC 13)</b>	



11.	13.1	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul> <p>The above documents shall be received by the PE at least one week 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.]</i></p>
12.	13.3	<p><b>For Goods from within the United Republic of Tanzania:</b></p>

		<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	<b>Insurance (GCC 14)</b>	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	<b>Incidental Services (GCC 16)</b>	
14.	16.1	<p>Incidental services to be provided are: Applicable</p> <p>At the time of handing over of the goods at the final destination a joint inspection and testing shall be undertaken by the Purchaser and the Supplier or an authorized local agent of the Supplier for damages, quality, quantity, performance and compliance to the minimum required technical specifications prior to issuance of the Provisional/Final Acceptance Certificate.</p>

<b>Spare Parts (GCC 17)</b>		
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
<b>Warranty (GCC 18)</b>		
16.	18.2	<p>In partial modification of the provisions, the warranty period shall be One year of operation or twelve months from date of acceptance of the Goods months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.</p> <p>or</p> <p>(b) Pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	<p>The period for correction of defects in the warranty period is: <b>One (1) Month from receipt of PE's Goods.</b></p>
<b>Payment (GCC 19)</b>		



18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <u>[Tanzania shillings]</u> in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> zero (0%) 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 Tendering Documents or another form acceptable to the PE.</li> <li>(ii) <b>On Shipment:</b> Zero (0%) 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, upon submission of documents specified in GCC 10.</li> <li>(iii) <b>On Acceptance:</b> hundred (100%) percent of the Contract Price will be paid upon received of Goods, installed and commissioned and shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</li> </ul> <p>Payment of local currency portion shall be made in: <u>[Tanzania shillings]</u> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p>



		<p>(i) <b>Advance Payment:</b> zero (0%) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Delivery:</b> Zero (0%) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) <b>On Acceptance:</b> The remaining One hundred (100%) percent of the Contract Price will be paid upon received of Goods, installed and commissioned and shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be <b>Not Applicable</b>
	<b>Prices (GCC 20)</b>	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC: <b>price shall be fixed</b>
	<b>Liquidated Damages (GCC 26)</b>	
21.	26.1	<p>Applicable rate: <b>0.1 percent per day of the value of undelivered</b></p> <p>Maximum deduction: <b>is equal to the performance security.</b></p>
	<b>Procedure for Dispute Resolution (GCC 32)</b>	
23.	32.3	<p>Arbitration institution shall be <b>Tanzania Institute Arbitrators.</b></p> <p>Place for carrying out Arbitration <b>Dodoma</b></p>

24.	33.1	Appointing Authority for the Adjudicator Tanzania Institute Arbitrators
	Notices (GCC 35)	
26.	35.1	<p>PE's address for notice purposes:  Permanent Secretary, Ministry of Education, Science &amp; Technology, Government City, Mtumba Area, Afya Street  P.O. Box 10 - 40479 Dodoma,</p> <p>Supplier's address for notice purposes: M/s. Evolve Co Limited, P.O. Box 6132, Dar es salaam</p>



**SECTION IV: GENERAL CONDITIONS OF THE CONTRACT**



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## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	The <b>Adjudicator</b> is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.
		b)	The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.
		c)	" <b>The Contract</b> " means the agreement entered into between the Procuring Entity (PE) 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.
		d)	The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the SCC
		e)	" <b>Completion</b> " means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
		f)	The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days
		g)	A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.
		h)	" <b>Delivery</b> " means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.
		i)	" <b>Effective Contract date</b> " is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent



				stipulated in GCC 3.
			j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
			k)	"The Related 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, initial maintenance and other such obligations of the Supplier covered under the Contract.
			l)	"GCC" means the General Conditions of Contract contained in this section.
			m)	The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b>
			n)	"SCC" means the Special Conditions of Contract.
			o)	"The PE" means the entity purchasing the Goods and related service, as named in <b>SCC</b> .
			p)	"The <b>Supplier</b> " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the <b>SCC</b> .
			q)	"The Project Name" means the name of the project stated in <b>SCC</b> .
			r)	"Day" means calendar day.
			s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	"End User" means the organization(s) where the goods will be used, as <b>named in the SCC</b> .



		u)	<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.</p>
		v)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p>
		w)	<p>The <b>Supplier</b> is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p>
		x)	<p>The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Employer</p>
		y)	

2.	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.	
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.	
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Tender, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>	

3.	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <ul style="list-style-type: none"> <li>a) Submission of performance Security in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ul>
		3.2	<p>If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.2	<p>If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	<b>Governing Language</b>	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	<b>Applicable Law</b>	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>
6.	<b>Country of Origin</b>	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>



7.	<b>Standards</b>	7.1	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.
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b>	8.1	The Supplier shall not, without the PE'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 PE 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 as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania 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 Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.

9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE 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 the United Republic of Tanzania.	
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE 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.	
10.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.	
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		10.3	The performance security shall be in one of the following forms:	
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or	
		b)	A cashier's or certified check.	
		10.4	The performance security will be discharged by the PE 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.	



		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
11.	<b>Inspections and Test</b>	11.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	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 PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12.	Packing	12.1	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.
		12.2	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 PE.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as <b>specified in SCC</b> .
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "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.
		13.3	Documents to be submitted by the Supplier are specified in <b>SCC</b> .



14.	Insurance	14.1	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.	
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.	
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.	
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.	
16.	Incidental Services	16.1	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 PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2		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.
17.	<b>Spare Parts</b>	17.1		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:
			a)	Such spare parts as the PE 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: <ul style="list-style-type: none"> <li>i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and</li> <li>ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>

18.	Warranty	18.1	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 PE, 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 the United Republic of Tanzania.
		18.2	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.
		18.3	The PE 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.
		18.4	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 PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE 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 PE may have against the Supplier under the Contract.



19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	Prices	20.1	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.
		20.2	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 Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.
21.	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, 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 PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	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 PE's change order.
		21.3	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.
22.	<b>Contract Amendments</b>	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	<b>Assignment</b>	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	<b>Subcontracts</b>	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.



25.	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	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 Procuring Entity 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 Procuring Entity 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.
		25.3	Except as provided under GCC 28, 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 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26.	<b>Liquidated Damages</b>	26.1	Subject to GCC Clause 28, 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 Procuring Entity 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 performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	<b>Termination for Default</b>	27.1	The Procuring Entity 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.
		27.2	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 Procuring Entity pursuant to GCC Clause 24; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Entity 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 Procuring Entity; and
		h)	if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		For the purpose of this clause:	



			<p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
		27.4	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>

28.	Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		28.2	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure 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 Procuring Entity 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.</p>



29.	<b>Termination for Insolvency</b>	29.1	The Procuring Entity 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 Procuring Entity.	
30.	<b>Termination for Convenience</b>	30.1	The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.	
		30.2	The 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 Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity 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 and Services and for materials and parts previously procured by the Supplier.
31.	<b>Disputes Resolution</b>	31.1	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 twenty eight (28) 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.	
		31.2	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.	

		31.3	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.	
32.	Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.	
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication 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..	
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.	
33.	Replacement of Adjudicator	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.	
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,	
		a)	The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and	
		b)	The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement..	



35.	Notices	35.1	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 SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

**SECTION VI AND VII: PRICED SCHEDULE OF REQUIREMENTS  
TECHNICAL SPECIFICATIONS**





The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.



# PRICE SCHEDULE

Name of Tenderer :EVOLVE CO LIMITED  
IFT Number :ME-024/2021-22/HQ/G/25/COVID

LOT 2. DESIGN, SEWING AND CLOTH TECHNOLOGY

1 SN	2 ITEMS	3 Country of origin	4 Delivery Date as defined by Incoterms	5 Quantity and physical unit	6 Unit price <sup>2</sup> cif port of entry (Dar es salaam Port)	7 Total cif or cip price per item (col. 5 x 6)	8 Unit price of inland delivery to final destination and unit price of other incidental services <sup>3</sup>	9 Total Price per line item (Col. 7 + 8)
1	Sewing Machine	CHINA	120 Days after sign the contract	336	421,590	141,654,240	2,833,084.80	144,487,324.80
2	Overlock Sewing Machines. (industrial machine)	CHINA	120 Days after sign the contract	34	1,509,170	51,311,780	1,026,235.60	52,338,015.60
3	Press Button Machine	CHINA	120 Days after sign the contract	34	103,870	3,531,580	70,631.60	3,602,211.60
4	Industrial machine Zigzag lock stitch sewing machine	CHINA	121 Days after sign the contract	34	1,356,420	46,118,280	922,365.60	47,040,645.60
5	Cutting machine	CHINA	120 Days after sign the contract	56	336,050	18,818,800	376,376.00	19,195,176.00
					SUB TOTAL AMOUNT			266,663,373.60
					VAT (18%)			47,999,407.25
					GRAND TOTAL IN TSH			314,662,780.85

Name :AMIYE ELISHA SANGA

In the capacity of :MANAGING DIRECTOR

Signature of Tenderer:

Duly authorized to sign the Tender for and on behalf of :EVOLVE CO LIMITED

Dated on 25th day of November 2021

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

25 NOV 2021

*[Handwritten signatures]*

# PRICE SCHEDULE

Name of Tenderer: EVOLVE CO LIMITED  
IFT Number: ME-024/2021-22/HQ/G/25/COVID  
LOT: 5 CARPENTRY AND JOINERY

1	2	3	4	5	6	7	8	9
S/N	ITEMS	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price 2 cif port of entry (Dar Ports Port)	Total cif or cip price per item (col. 5 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services <sup>3</sup>	Total Price per line item (Col. 7 + 8)
1	Spray gun	CHINA	120 Days after sign the contract	56	105.000	5.880.000	117.600.00	5.997.600.00
2	Disc sanding machine	CHINA	121 Days after sign the contract	29	6.442.231	186.824.706	3.736.494.13	190.561.200.38
3	Belt sanding machine	CHINA	120 Days after sign the contract	28	7.463.365	208.974.220	4.179.484.40	213.153.704.40
4	Portable Circular saws	INDIA	120 Days after sign the contract	28	962.500	26.950.000	539.000.00	27.489.000.00
5	Ladders	INDIA	120 Days after sign the contract	56	330.000	19.600.000	392.000.00	19.992.000.00
6	Ladders	INDIA	121 Days after sign the contract	56	831.250	46.550.000	931.000.00	47.481.000.00
7	Bench Vice	INDIA	120 Days after sign the contract	448	437.500	196.000.000	3.970.000.00	199.920.000.00
8	Grinding stone	INDIA	120 Days after sign the contract	56	427.700	23.951.200	479.024.00	24.430.224.00
9	Portable Electric Drill	INDIA	120 Days after sign the contract	28	525.000	29.400.000	588.000.00	29.988.000.00
10	Portable Electric router	INDIA	120 Days after sign the contract	223	241.651	6.766.214	135.324.28	6.901.538.28
11	Shash clamp	INDIA	120 Days after sign the contract	224	280.000	62.440.000	1.248.800.00	63.688.800.00
12	Cold Chisel	INDIA	120 Days after sign the contract	224	26.250	5.880.000	117.600.00	5.997.600.00
13	Claw hammer	INDIA	120 Days after sign the contract	224	31.500	7.056.000	141.120.00	7.197.120.00
14	F Clamp	INDIA	120 Days after sign the contract	112	64.015	14.339.360	286.787.20	14.626.147.20
15	Claw bar	INDIA	120 Days after sign the contract	112	28.000	3.136.000	62.720.00	3.198.720.00
16	Try Square	INDIA	120 Days after sign the contract	56	122.500	13.720.000	274.400.00	13.994.400.00
17	Bench Vice	INDIA	120 Days after sign the contract	56	43.750	2.450.000	49.000.00	2.499.000.00
18	Tenon Saw	INDIA	120 Days after sign the contract	56	31.500	3.528.000	70.560.00	3.598.560.00
19	Hand Saw	INDIA	120 Days after sign the contract	112	714.490	40.011.440	800.228.80	40.811.668.80
20	Marking/Mortice gauge	INDIA	120 Days after sign the contract	112	31.500	1.764.000	35.280.00	1.799.280.00
21	Jack plane	INDIA	120 Days after sign the contract	112	49.000	5.488.000	109.760.00	5.597.760.00
22		INDIA	120 Days after sign the contract	448	140.000	15.680.000	313.600.00	15.993.600.00
23		INDIA	120 Days after sign the contract		87.500	39.200.000	784.000.00	39.984.000.00

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24	Sliding Bevel	INDIA	120 Days after sign the contract	112	52,500	5,880,000	117,600.00	5,997,600.00
25	Smooth plane	INDIA	120 Days after sign the contract	56	78,750	4,410,000	88,200.00	4,498,200.00
26	Hand Drill/Brace	INDIA	120 Days after sign the contract	56	43,750	2,450,000	49,000.00	2,499,000.00
27	Mallet	INDIA	120 Days after sign the contract	84	51,625	4,336,500	86,730.00	4,423,230.00
28	Dowel Plate	INDIA	120 Days after sign the contract	56	157,982	8,846,975	176,939.49	9,023,913.99
					SUB TOTAL AMOUNT			1,011,342,867.05
					VAT (18%)			182,041,716.07
					GRAND TOTAL IN TSH			1,193,384,583.11

Name: AMIYE ELISHA SANGA

In the capacity of: MANAGING DIRECTOR

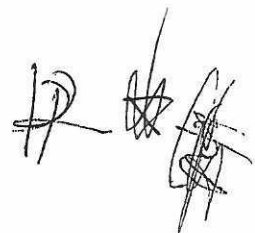
Signature of Tenderer:

Duly authorized to sign the Tender for and on behalf of: EVOLVE CO LIMITED

Dated on 25th day of November 2021

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

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**PRICED SCHEDULE OF REQUIREMENTS**

## TECHNICAL SPECIFICATIONS





**A. Delivery Period: 120 days after Contract Signature**

**LOT 2: DESIGN, SEWING AND CLOTHING TECHNOLOGY**

S/N	DESCRIPTION	TECHNICAL SPECIFICATION	TOTA QUANTITY
1	Sewing Machine	Butterfly Normal	336
		Zigzag Stitching machine, Singer	0
		Overlock, Safety stitching machine(mo).	0
2	Overlook Sewing Machines. (industrial machine)	borther single sit 20U	34
3	Press Button Machine	Normal	34
4	Chain stitch sewing machine.		0
5	Garment sewing machine	Domestic	0
6	Industrial machine Zigzag lock stitch sewing machine	20 u	34
7	Industrial Sewing Machine		0
8	Cutting machine	FABRIC 6 inch	34

**LOT.5 CARPENTRY AND JOINERY**

SN	DESCRIPTION	TECHNICAL SPECIFICATIONS	QTY-TOTAL
1	Spray gun	heavy duty aluminium body with accessories - 1litre	56
		200mm long	0
2	Disc sanding machine	With all standard accessories abrasive discs, mitre attachments	29
		220/380 v 3phase	0
		50HZ (4) HP AC Motor	0
		Table size 740 mm x 280 mm	0
		Table adjustment range (tilting) 10, 00-450 machine lamp.	0



3	Belt sanding machine	With all standard accessories and continuous abrasive beltsrous (assorted grit)	28
		Surface belt sander	0
		Table sizes 2000 mm x 600mm	0
		Cross travel of table 600 mm	0
		Rise adjustment 0-700mm	0
		Sanding belt size 120mm x 4900mm	0
		Rotted motor power KW 1.5	0
		Belt roller diameter 150mm	0
		With guard over circular saw blade which functions automatically in all positions.	28
		Easily adjusted for different depths of cut and for mitring at 450 with adjustable width stop.	0
4	Potable circular saws	Fitted motor for 220 volts 1 phase AC supplied completed with 2m rubber cable and plug, clearing knife,	0
		Width stop carbide tipped circular saw blade and key.	0
		Circular saw blade diameter x hole 160mm x 16mm.	0
		Diameter of pluges 44 mm.	0
		Maximum depth of cut vertical 55mm.	0
		Spindle speed no load r/min-4500.	0
		Power consumption W-1200.	0
		Net weight 4.9kg	0
		3m long metal aluminum	56
		6m long metal aluminum	56
5	ladders		
6			
7	Bench vice	Steel drop forged with fixed wide pipe jaws under the smooth jaws fully enclosed spindle with double acme thread with anvil. Jaw width 120mm,	448
		Capacity 150 mm	0
		Jaw depth 80mm anvil size 75 x 70 m and weight 10 kg	0

8	Grinding stones	Grinding wheels 200mm x 32 x 20 pair of rough and fine.	56
9	Portable electric drill	18v cordless drill with two batteries battery is 1.5Ah*2pcs BMC packing No load speed :350rpm/1350rpm Max drilling dia:10mm for steel 25mm for wood	56
10	Portable electric router	Chuck Diameter: Ø12mm Striker Plate Timing Angle: 0-65mm No-Load Speed: 22000r/min Rated Input Power: 1500W Rated Voltage: 220/110V~ Rated Frequency: 50/60Hz	28
11	Sash clamp	JF type Zinc plated spring steel bar jar opening 600mm, bar length 35x6cm, weight 2.5 kg	223
12	Cold Chisels	5-Piece Cold Chisel Set,	224
13	Claw hammer	Carbon Steel, 245mm	224
14	G clamp	Material Alloy Steel Item Dimensions LxWxH 9 x 5 x 1.5 inches Item Weight 2.1 Pounds	112
15	F clamp	Heavy-duty, double threaded screw Double thread multiplies both advance and pressure capacity Capacity 150 mm Length: 300 mm to 2000 mm	112
16	Claw bar	Claw bar 700mm, Stanley Claw bar 700mm, Stanley	56
17	Try square	measuring blade made from hardened spring steel, 40x1,2mm, with mm Accuracy: 0,5mm/m	112
18	Bench vice	Material Alloy Steel Item Dimensions LxWxH 16.6 x 8 x 8.4 inches Style 6-Inch Bench Vice	56
19	Tenon saw	Blade Material: SK5 High Carbon Steel Blade Thickness: 0.6mm Teeth Type: Normal Teeth TPI: 11T (Teeth Per Inch) / PPI: 12P (Points Per Inch)	56





		Handle: Wooden	
20	Hand saw	Blade Length 15 Inches Item Dimensions LxWxH 1 x 1 x 1 inches Power Source Hand Powered	112
21	Marking/mortice gauge	Irwin Marples M2153 Mortice Gauge	112
22	Jack plane	14" long. Blade 2" wide x .125" thick. Iron body, 5-1/2 lbs.	448
23	Sliding level	Angle Rulers Gauges Tri Square Sliding T-Bevel	112
24	Smooth plane	10-3/8" long. Blade is 2-3/8" wide x .140" thick. Iron body, 5-1/2 lbs.	56
25	Hand drill/Brace	Professional grade 12-point reversible ratchet 4-jaw chuck Tough molded head and handle Holds 1/8-inch to 7/16-inch shank bits, as well as tapered shanks 10-inch sweep	56
26	Mallet	Double-faced solid rubber head Round striking surfaces Rugged hardwood handle	84
27	Dowel plate	Standard Dowel Plate makes 1/8", 3/16", 1/4", 5/16", 3/8", 1/2", 5/8" dowels. Metric Dowel Plate makes 3, 4, 6, 8, 10, 12 and 16mm dowels	56

