

LOCAL PURCHASE ORDER
UNDER A FRAMEWORK AGREEMENT

THE UNITED REPUBLIC OF TANZANIA
TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)



CONTRACT FOR SUPPLY OF BUILDING MATERIAL

BETWEEN

TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)
KINGOLWIRA AREA, DAR ES SALAAM ROAD, TAFORI BUILDING,
P. O. Box 2658 MOROGORO

AND

DEELIUR GROUP
P.O BOX 13272
ARUSHA TANZANIA

CONTRACT NO: AE/084/2021/2022/HQ/TCRP/G/10 LOT 1 and 2
December, 2021

Under a Framework Agreement

Procurement Reference No: **AE/084/2021/2022/HQ/TCRP/G/10 LOT 1**

Description of Goods/Services: **Supply of Building Material for Construction of Two (2) Picnic Site at Lake Natron Game Controlled Area**

To: **DEELIUR GROUP**

Your Quotation in respect to Mini Competition with Reference No: **AE/084/2021/2022/HQ/TCRP/G/10 LOT 1 and 2** dated **29/12/2021** is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO).

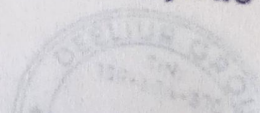
The Purchaser indicated above issues this Local Purchase Order for the procurement of common use items and services under the framework agreement referenced above entered into between you and the Government Procurement Services Agency [GPSA].

This Local Purchase Order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this Local Purchase Order and the framework agreement, the framework agreement shall prevail.

In consideration of the payments to be made by the Purchaser to the Supplier/Service provider as hereinafter mentioned, The Supplier hereby covenants with the Purchaser to **Supply of Building Material** and to remedy defects therein in conformity in all respects with provisions of the Local Purchase Order.

The Purchaser hereby covenants to pay the Suppliers in consideration of the provision of the **Building material** and the remedying of defects therein, the Contract Price or such sum as may become payable under the provisions of the Local Purchase Order at the terms and in the manner prescribed by the Local Purchase Order.

The Purchaser has issued this Local Purchase Order to the Supplier to **Supply of Building Material** at the total contract sum of **Tanzania Shillings Ninety-Two Million**



Eight Hundred Fifty-Eight Thousand (92,858,000.00/=) VAT Inclusive in accordance with the terms and conditions agreed in the Framework Agreement and this Local Purchase Order.



TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

Contract Sum: The Contract Sum is Tanzania Shillings Ninety-Two Million Eight Hundred Fifty-Eight Thousand (92,858,000.00/=) VAT Inclusive.

Delivery Period: The goods are to be delivered within **14 days** from the date of this Local Purchase Order.

Delivery point: The goods are to be delivered to **Lake Natron Game Controlled Area.**

Contact Person: Notices, enquiries and documentation should be addressed to **Manager, Lake Natron Game Controlled Area.**

Payment to Supplier:

Payment will be made within **fourteen (14) days after delivery**. Together with this LPO the following documentation must be supplied for payments to be made:

- An original Invoice;
- A delivery note evidencing dispatch of the goods;
- Electronic Fiscal Device (EFD) receipt; and
- A delivery report signed by a responsible committee for certifying satisfactory of delivered consignment.

The following documents form part of this Contract:

- the Technical Specifications;
- the General Conditions of the Local Purchase Order;
- the Special Conditions of the Local Purchase Order

[insert specific terms and conditions]

SCHEDULE OF REQUIREMENTS AND PRICES

SCHEDULE OF MATERIALS FOR CONSTRUCTION OF TWO (2) PICNIC SITE AT LAKE NATRON GCA

	DESCRIPTION	QTY	UNIT	RATE (TSHS)	AMOUNT
A	FOUNDATION				
i	Cement	40	bags	17,000.00	680,000.00
ii	Sand (4m ³ truck capacity)	2	Trips	245,000.00	490,000.00
iii	Aggregate (4m ³ truck capacity)	2	Trips	245,000.00	490,000.00
iv	Stones (4m ³ truck capacity)	3	Trips	120,000.00	360,000.00
v	Imported soil (4m ³ truck capacity)	6	Trips	120,000.00	720,000.00

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[insert specific terms and conditions]

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iv	Stones (4m ³ truck capacity)	3	Trips	120,000.00	360,000.00
v	Imported soil (4m ³ truck capacity)	6	Trips	120,000.00	720,000.00

vi	DPM	19	M	6,000.00	114,000.00
vii	Blocks (Concrete block)	350	pcs	2,000.00	700,000.00
viii	Timber for formwork to concrete edges (1"x6")	12	Pc	40,000.00	480,000.00
ix	Adrian solution	8	litres	53,000.00	424,000.00
x	Reinforcement 12mm	20	pcs	37,000.00	740,000.00
xi	Reinforcement 8mm	22	pcs	19,000.00	418,000.00
xii	Gross paint(Bitumen 4 liter tin)	5	tins	39,000.00	195,000.00
xiii	Nails mixer	10	Kg	4,000.00	40,000.00
B	FRAME(Roof,wall,vibweta(6))				
i	Cement	50	bags	17,000.00	850,000.00
ii	Sand (4m3 truck capacity)	3	Trips	245,000.00	735,000.00
iii	Aggregate (4m3 truck capacity)	2	Trips	245,000.00	490,000.00
iv	Reinforcement 12mm	40	Pc	37,000.00	1,480,000.00
v	Reinforcement 8mm	10	Pc	19,500.00	195,000.00
vi	Wiremesh	20	Pc	19,000.00	380,000.00
vi	Timber soft wood 1"x12"	12	pcs	51,000.00	612,000.00
vii	Nails mixer	10	Kg	4,000.00	40,000.00
viii	6" Blocks (Cement sand block)	972	pcs	2,000.00	1,944,000.00
ix	Binding wire	7	Kg	4,000.00	28,000.00
x	Mirunda(Props)	10	pcs	6,000.00	60,000.00
C	ROOFING				
ii	Treated Timber softwood 2 x 4"(3.6 m long)	10	pcs	18,000.00	180,000.00
iii	Treated Timber softwood 2 x 2"(3.6m long)	5	pcs	10,000.00	50,000.00
	Treated Timber softwood 2 x 3"(3.6m long)	10	pcs	13,000.00	130,000.00
iv	Treated Fascia board 1 x 10"(3.6m long)	6	Pc	35,000.00	210,000.00
v	Nails	20	pcs	4,000.00	80,000.00
vii	Kench wire	5	Kg	6,600.00	33,000.00
viii	Roofing nails	15	Kg	12,000.00	180,000.00
ix	Alaf Pre-coated green gauge 28(3M long)	4	No	69,000.00	276,000.00
	SUB TOTAL 1				-
D	FINISHING				
i	Floor tiles 400mmx400mm	25	Box	45,000.00	1,125,000.00
ii	Skirting	45	M	3,000.00	135,000.00
iii	Cement	20	bags	17,000.00	340,000.00

vi	Sand (4m3 truck capacity)	2	trips	245,000.00	490,000.00
	SUB TOTAL 3				-
E	PAINTING & DECORATION				-
i	Silk paint (20 litres)	1	Bkt	170,000.00	170,000.00
ii	Weather guard paint (20litres)	1	Bkt	145,000.00	145,000.00
iii	Varnish (4litres)	1	Tin	40,000.00	40,000.00
v	White emulsion paint	3	Bkt	35,000.00	105,000.00
vii	White cement	1	bgs	45,000.00	45,000.00
	SUB TOTAL 4				-
F	WINDOWS				-
i	Window grills 1350 x 750mm	4	pcs	200,000.00	800,000.00
ii	Window grills 2700 x 750mm	1	pcs	400,000.00	400,000.00
iii	Window grills 1850 x 750mm	2	pcs	250,000.00	500,000.00
iv	Aluminium windows 1350 x 750mm	4	pcs	200,000.00	800,000.00
v	Aluminium windows 2700 x 750mm	1	pcs	400,000.00	400,000.00
vi	Aluminium windows 1850 x 750mm	2	pcs	280,000.00	560,000.00
G	DOORS				-
i	800x2100mm door	5	Nr	320,000.00	1,600,000.00
ii	Frame 800 x 2500mm door	5	Nr	250,000.00	1,250,000.00
iii	Glass	2	m ²	70,000.00	140,000.00
iv	Vitasa 2 lever	5	Nr	65,000.00	325,000.00
v	Bawaba(hingers)	8	Pair	4,500.00	36,000.00
vii	Door stopper	5	Nr	6,000.00	30,000.00
H	ELECTRICAL INSTALLATION				-
i	Distribution board	1	pcs	170,000.00	170,000.00
ii	Socket breaker	1	pcs	53,000.00	53,000.00
iii	Earth road	1	pcs	55,000.00	55,000.00
iv	6mm wire	10	M	7,500.00	75,000.00
v	1.5mm wire	5	M	3,300.00	16,500.00
vi	2.5mm wire	5	M	2,000.00	10,000.00
vii	Conduits	25	pcs	2,500.00	62,500.00
viii	13 A socket	1	pcs	8,000.00	8,000.00
ix	13 A socket Double	2	pcs	12,000.00	24,000.00
x	Steel square box	5	pcs	2,000.00	10,000.00
xi	Junction box	1	pcs	1,000.00	1,000.00

xii	2gang one way	2	pcs	5,000.00	10,000.00
xiii	1gang ,1way	2	pcs	4,000.00	8,000.00
xiv	Energ server	2	pcs	4,000.00	8,000.00
xv	Flouresent fitting 600mm	4	pcs	19,500.00	78,000.00
J	PLUMBING INSTALLATION				-
i	Asian toilet complete with flashing tanks	2	pcs	80,000.00	160,000.00
ii	Disable toilet with accessories	1	pcs	1,920,000.00	1,920,000.00
iii	Unnal basin complete with flushing tanks	3	pcs	250,000.00	750,000.00
iv	Wash basin	8	pcs	200,000.00	1,600,000.00
v	Sand (4.5cum truck)	2	Trips	245,000.00	490,000.00
vi	6"x9"x15" blocks (chipping block/cement sand blocks)	800	Nr	2,000.00	1,600,000.00
vii	marine board	6	Pcs	65,000.00	390,000.00
viii	Reinforcement bar 12mm	20	Pcs	37,000.00	740,000.00
ix	Binding wire	10	Kg	4,000.00	40,000.00
x	Aggregate (4.5cum truck)	1	Trips	245,000.00	245,000.00
xii	Soft wood 2"x3" timber 3.6m length	12	pcs	13,000.00	156,000.00
xiii	plywood	1	pcs	40,000.00	40,000.00
xiv	Assorted Nails 2.5"	10	kgs	4,000.00	40,000.00
xv	Portland cement 42.5	50	bag	17,000.00	850,000.00
xvi	marsh wire	4	Pcs	19,000.00	76,000.00
Vii	Pipe works for foul water	1	pcs	1,000,000.00	1,000,000.00
viii	Pipe works for clean water for clean water	1	pcs	1,000,000.00	1,000,000.00
	METAL WORKS				-
i	Black pipe "3	3	No	195,000.00	585,000.00
ii	Horizontal member black pipe "1	3	No	150,000.00	450,000.00
iii	Other members flat bars	12	No	20,000.00	240,000.00
iv	Alaf Pre-coated green gauge 28(3M long)	8	No	69,000.00	552,000.00
v	Hooks	2	boxes	15,000.00	30,000.00
K	PRELIMINARIES				-
i	2X2" mm softwood setting out, building	15	pcs	8,000.00	120,000.00
ii	2x4" mm softwood	8	pcs	17,000.00	136,000.00
iii	5000Litres simitank	1	pcs	1,350,000.00	1,350,000.00
iv	Nails	10	Kg	4,000.00	40,000.00
v	Water for work	1	sum	3,000,000.00	3,000,000.00

vi	Small items (brushes, rollers, misasa)	1	sum	200,000.00	200,000.00
	TOTAL 1				41,629,000.00
	TRANSPORT				4,800,000.00
	TOTAL 2				46,429,000.00
	GRAND TOTAL FOR TWO PICNIC SITE				92,858,000.00

For Purchaser:

Signature: NA S
 Name: ANGUSTIM NGIMLAM
 Designation: MENESD
 Date: 31/12/2021

For Supplier:

Signature: [Signature]
 Name: DENIS UELASSA
 Designation: MANAGER GENERAL
 Date: 31/12/2021

Copy:

- i) TAWA HQ
- ii) MOF
- iii) PPRA



SPECIAL CONDITIONS OF THE LOCAL PURCHASE ORDER

Special Conditions of the Local Purchase Order

The following Special Conditions for Local Purchase Order shall supplement the General Conditions of the Local Purchase Order. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Local Purchase Order. The corresponding clause number of the GCLPO is indicated in parentheses.

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
Definitions (GCLPO Clause 1)		
1.	1.1(i)	The Purchaser is: Tanzania Wildlife Management Authority
2.	1.1(j)	The Supplier is: M/S DEELIUR GROUP of P.O BOX 13272 Arusha Tanzania
3.	1.1(k)	The Project Site is: Lake Natron Game Controlled Area.
Nature of Contract and Governing Language (GCLPO Clause 3 and 4)		
5.	4.1	The Governing Language shall be: ENGLISH
Applicable Law (GCLPO Clause 5)		
6.	5.1	The Applicable Law shall be: Laws of TANZANIA
Country of Origin (GCLPO Clause 6)		
7.	6.1	Country of Origin is: NOT APPLICABLE
Performance Security (GCLPO Clause 10)		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: NOT APPLICABLE
9.	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 Clause GCLPO 18.2: NOT APPLICABLE
Review Meetings, Reports, Inspections and Tests (GCLPO Clause 11)		
10.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		Quality and quantity inspection shall be carried out prior to shipment of Goods by the supplier and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by Inspection
Packing (GCLPO Clause 12)		
<u>11.</u>	12.2	The following SCLPO shall supplement GCLPO Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification (NOT APPLICABLE)
Delivery and Documents (GCLPO Clause 13)		
<u>12.</u>	13.4, 13.6	For Goods supplied from abroad: NOT APPLICABLE.
		For Goods from within Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the employer: <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note; The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCLPO Clause 14)		
<u>13.</u>	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: NOT APPLICABLE
Incidental Services (GCLPO Clause 16)		

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
14.	16.1	Incidental services to be provided are: APPLICABLE .
15.	17.1	Additional spare parts requirements are: NOT APPLICABLE .
Warranty (GCLPO Clause 18)		
16.	18.2	Warrant shall remain valid for twelve months after the goods have been delivered and accepted: NOT APPLICABLE
17.	18.4& 18.5	The period for correction of defects in the warranty period is: FORTEEN (14) DAYS.
Payment (GCLPO Clause 19)		
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: NOT APPLICABLE.
		Payment for Goods and Services supplied from within the Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) Advance Payment: NOT APPLICABLE. (ii) On Delivery: NOT APPLICABLE (iii) On Acceptance: On Acceptance 100 PERCENT of the material delivered shall be paid to the Supplier within Fourteen (14) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity and Submission of Original Invoice.
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: NOT APPLICABLE
Prices (GCLPO Clause 20)		
20.	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

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		adjustments authorized in SSCO. Tanzania Shillings Ninety- Two Million Eight Hundred Fifty-Eight Thousand (92,858,000.00/=) VAT Inclusive.
		Liquidated Damages (GCLPO Clause 26)
21.	26.1	Applicable rate: 0.01 - 0.02 per cent per day of undelivered materials/good's value. Maximum deduction is equal to the 10% of the contract sum
		Procedures for Disputes (GCLPO Clause 32)
22.	32.2	Rate of the Adjudicator fees shall be: shall be shared equally among the parties
23.	32.3	Arbitration institution shall be: TANZANIA INSTITUTE OF ARBITRATION Place for carrying out Arbitration: TANZANIA
24.	33.1	Appointing Authority for the Adjudicator: TANZANIA INSTITUTE OF ARBITRATION
		Notices (GCLPO Clause 35)
25.	35.1	Procuring Entity's address for notice purposes: Tanzania Wildlife Management Authority Dar es Salaam Road, TAFORI Building Kingolwira Area, P O Box 2658 Morogoro. Tel: +255 023 22934204-11 E-mail: cc@tawa.go.tz Supplier's address for notice purposes: DEELIUR GROUP P.O BOX 13272 ARUSHA TANZANIA

GENERAL CONDITIONS OF THE LOCAL PURCHASE ORDER

General Conditions of the Local Purchase Order

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 Form of Contract signed by the parties for specific Local Purchase Order, 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 Local Purchase Order, 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 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.

- (g) "GCLPO" means the General Conditions of the Local Purchase Order contained in this section.
- (h) "SCLPO" means the Special Conditions of the Local Purchase Order.
- (i) "The Purchaser" means the entity purchasing the Goods and related service by issuing Local Purchase Order, as **named in SCLPO**.
- (j) "The Supplier" means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Government Procurement Service Agency [GPSA] and is named as such in the Framework Agreement and Form of Contract, and includes the legal successors or permitted assigns of the supplier.
- (k) "The Project Site" where applicable, means the place or places **named in SCLPO**.
- (l) "**Supplies**" means **goods, raw materials, products, equipment or objects of any kind**

and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies

- (m) "Local Purchase Order" is a particular order within a Framework Agreement indicating the quantity, unit price and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to unit price(s) for item(s); this agreement sets out terms and conditions under which specific purchases (call –offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" means the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Local Purchase Order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Framework Agreement.
- (p) "Day" means calendar day.

- | | |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Application | 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 These General Conditions shall apply and govern each of the Local Purchase Orders made by the Purchaser throughout the period of the Framework Agreement |
| 3. Nature and
Period of
Contract | 3.1 The type of Contract is a Standing Offer Agreement |
| | 3.2 The Period of the Framework Agreement shall be as stated in the Framework Agreement signed between GPSA and the Supplier. |
| 4. Governing
Language | 4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCLPO . Subject to GCLPO Clause 32, the version of the Contract written in the specified language shall govern its interpretation. |
| 5. Applicable Law | 5.1 The contract shall be governed and interpreted in accordance with the laws of Tanzania, unless otherwise specified in SCLPO . |
| 6. Country of
Origin | 6.1 The origin of Goods and Services is distinct from the nationality of the Supplier. |

7. Standards

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. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania

8.1 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.

8.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCLPO Clause 8.1 except for purposes of performing the Contract.

8.3 Any document, other than the Contract itself, enumerated in GCLPO Clause 6.1 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.

8.4 The Supplier shall permit the Government 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 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 Tanzania.

9.2 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.

10. Performance Security

10.1 Within thirty (30) days of receipt of the Local Purchase Order, the Supplier shall furnish to the Purchaser the performance security in the amount **specified in SCLPO.**

10.2 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.

10.3 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 one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Tendering Documents or another form acceptable to the Purchaser; or

(b) A cashier's or certified check.

10.4 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 Local Purchase Order, including any warranty obligations, unless otherwise **specified in SCLPO**.

11. Review
Meetings,
Reports,
Inspections and
Tests

11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the specifications at no extra cost to the Purchaser. **SCLPO and the Technical Specifications shall specify what inspections and tests** the Purchaser shall notify the Supplier in writing, 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 Purchaser.

11.3 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.

11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Local Purchase Orders made under this Contract.

11.5 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.

11.6 Nothing in GCLPO Clause 9 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 SCLPO**, and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents

13.1 The Supplier shall fulfill all Local Purchase Orders for Goods by the Purchaser during the currency of the Contract

13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Local Purchase Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.

13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

13.4 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 are **specified in SCLPO**.

13.5 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.

13.6 Documents to be submitted by the Supplier are **specified in SCLPO**.

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 SCLPO**.

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 unit 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 Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit 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 unit 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 unit 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 SCLPO**:

- (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.

16.2 Prices charged by the Supplier for incidental services, if not included in the unit rate 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. Spare Parts

17.1 As **specified in SCLPO**, 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 Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the **spare parts**:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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 Purchaser, 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 twelve (12) months 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 eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCLPO**.
- 18.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 18.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCLPO** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser 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 SCLPO**, 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.