

**LOCAL PURCHASE ORDER
UNDER A FRAMEWORK AGREEMENT**

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



**CONTRACT FOR SUPPLY OF BUILDING MATERIAL FOR THE
CONSTRUCTION OF WALK WAY TRAIL AT LAKE NATRON GCA**

BETWEEN

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

("The Client")

AND

**M/S DEELIUR GROUP
P. O. BOX 13272, ARUSHA
*("Supplier")***

**CONTRACT NO: AE. 84/2021/2022/HQ/TCRP/G/12
DECEMBER, 2021**



Local Purchase Order

Under a Framework Agreement

Procurement Reference No: AE. 84/2021/2022/HQ/TCRP/G/12

Description of Goods/Services: Supply of Building Material

Mini Competition No: AE. 84/2021/2022/HQ/TCRP/G/12

To: Ms. DEELIUR GROUP

Your Quotation in respect to Mini Competition with Reference No: AE. 84/2021/2022/HQ/TCRP/G/12 dated 25/11/2021 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 sum of Tanzania Shillings 50,938,000.00 (Fifty million nine hundred thirty-eight thousand only Vat exclusive)

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 50,938,000.00 Fifty million nine hundred thirty-eight thousand only Vat exclusive)

Delivery Period: The goods are to be delivered within Seven (7) 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 Conservation Commissioner, Tanzania Wildlife Management Authority.

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

SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	DESCRIPTION	Unit of Measure	QUANTITY	Unit Price TZS.	Total Price TZS.	Warranty Period (Where applicable)
1	Cement	Bags	526	17,000	8,942,000	
2	Sand (4m ³ truck capacity)	trip	20	245,000	4,900,000	
3	Aggregate (4m ³ truck capacity)	Trips	3	245,000	635,000	
4	Stones (4m ³ truck capacity)	Trips	140	120,000	16,800,000	
5	Timber for formwork to concrete edges (1" x 6")	pc	4	40,000	160,000	
6	Reinforcement 12mm	pc	60	37,000	2,220,000	
7	Reinforcement 16mm	pcs	65	65,000	4,225,000	
8	Gross Paint (Bitumen 4	Tins	8	39,000	312,000	



	liter Tin)					
9	Binding wire	kg	15	4,000	60,000	
10	Sand paper	roll	1	35,000	35,000	
	Treated Timber Softwood 2x4" (3.6m long)	pcs	30	18,000	540,000	
11	Treated Timber Softwood 2x2" (3.6m long)	pcs	46	10,000	460,000	
12	Brush 3"	pcs	10	3,500	35,000	
13	Red Oxide	tins	8	28,000	224,000	
14	Solvent	ltrs	25	27,000	675,000	
15	Welding stick 4mm	Box	20	100,000	2,000,000	
16	Cutting disc T	pcs	20	9,000	180,000	
17	Grading Disc T	pcs	6	10,000	60,000	
18	Black Pipe 1 1/2" - 2"	pcs	195	10,000	1,950,000	
19	Marine Board 8mm	pcs	25	65,000	1,625,000	
20	Transport	Lumpsum	1	4,800,000	4,800,000	
				TOTAL	50,938,000	

For Purchaser:

For Supplier:

Signature: *NAJ*

Signature: *DENIS E. URASSA*

Name: *ANGUSTINO NGIMILAMPAN*

Name: *DENIS E. URASSA*

Designation: *MEMEJO*

Designation: *Managing Director*

Date: *31/12/2021*

Date: *31/12/2021*



Copy:

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

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.

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| 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 the United Republic 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 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 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 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 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.

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCLPO**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Price for the specific Goods by the number of unit delivered and accepted in accordance with the Contract.

19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

19.3 Payments shall be made promptly by the Purchaser, within (30) days after submission of an invoice or claim by the Supplier. If the Purchaser 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 a rate **specified in the SCLPO**.

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **specified in SCLPO** 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 SCLPO** pursuant to GCLPO 19.4

20. Prices

20.1 The contract price shall be as specified in the Form of Contract signed between Purchaser and Supplier 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 SCLPO.**
- 21 **Change Orders**
- 21.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCLPO Clause 22 make changes within the general scope of the Contract any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and / or
 - (d) The Services to be provided by the Supplier.
- 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, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 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. **Contract Amendments**
- 22.1 Subject to GCLPO Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. **Assignment**
- 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

24. **Subcontracts**
- 24.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 24.2 Subcontracts must comply with the provision of GCLPO Clause 3.
25. **Delays in the Supplier's Performance**
- 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 Purchaser in the Local Purchase Order.
- 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 Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, 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 GCLPO Clause 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 GCLPO Clause 26, unless an extension of time is agreed upon pursuant to GCLPO Clause 25.2 without the application of liquidated damages.
26. **Liquidated Damages**
- 26.1 Subject to GCLPO 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 Local Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCLPO** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCLPO**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCLPO Clause 27.

27. **Termination for Default**
- 27.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 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 Local Purchase Order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
 - b) The Supplier fails to perform any other obligation(s) under the Contract;

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: MS. DEELIUR GROUP
3.	1.1(k)	The Project Site is: Lake Natron Game Controlled Area
4.	1.1(O)	Standing offer, Term of Framework agreement: 2021/2022
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 the UNITED REPUBLIC 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: Quality and quantity inspection shall be carried out prior to shipment of Goods by the supplier and responsibility in terms of the

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		items specified in the specifications. The supplier shall submit the inspection certificate issued by Inspection
Packing (GCLPO Clause 12)		
11.	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)		
12.	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 Procuring Entity: <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)		
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: NOT APPLICABLE
Incidental Services (GCLPO Clause 16)		
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

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		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 United Republic of 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 adjustments authorized in SSCO. The Contract Sum is Tanzania 50,938,000.00 Fifty million nine hundred thirty eight thousands only Vat exclusive)
	Liquidated Damages (GCLPO Clause 26)	
21.	26.1	Applicable rate: 0.01 - 0.02 per cent per day of undelivered

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		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: AGREED BETWEEN PURCHASER AND SUPPLIER.
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 [TAWA] Dar es salaam Road, TAFORI Building Kingolwira Area, P.o. Box 2658, Morogoro. Tel: +255 023 22934204-11 E-mail: cc@tawa.go.tz Website: www.tawa.go.tz Supplier's address for notice purposes: MS. DEELIUR GROUP P O Box 13272 ARUSHA Tel:.....