

**MINISTRY OF EDUCATION SCIENCE, TECHNOLOGY  
SONGEA TEACHERS COLLEGE**



**CONTRACT**

**BETWEEN**

**SONGEA TEACHERS COLLEGE**

**AND**

**NUHU MSEMWA**

**FOR**

**SUPPLY OF HARDWARE MATERIALS FOR  
CONSTRUCTION OF TWO CLASSROOMS  
AT SONGEA TEACHERS COLLEGE**

**CONTRACT NO: HRW/CL/STC/03**

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## ABBREVIATIONS AND ACRONYMS

GCC	General Conditions of Contract
PE	Procuring Entity
PPA 2011	Public Procurement Act No. 7 of 2011
SRP	Schedule of Requirement and Prices
SIFQ	Standard Invitation for Quotation
TIN	Tax Identification Number
VAT	Value Added Tax (if any)

SEC. I: FORM OF CONTRACT

SEC. I: FORM OF CONTRACT

This Agreement is made this 5 day of FEBRUARY 2022 2022-

BETWEEN

SONGEA TEACHERS COLLEGE, Organization incorporated under the laws of the United Republic of Tanzania with its principal place of business at Songea P.O. Box 189, SONGEA. Or any Assignees/Successor (Hereinafter referred to as the Client/Purchaser).

AND

NUHU MSEMWA. P.O. BOX 14 SONGEA Or any Assignees/Successor (Hereinafter referred to as 'the contractor/supplier').

RECITALS

WHEREAS the Client intends to enter into a Contract with SONGEA TEACHERS COLLEGE, P.O. BOX 189 SONGEA. The contractor/ Supplier has accepted to enter into Contract for Supply of HARDWARE MATERIALS for construction of TWO CLASSROOMS at Songea Teachers College at the Contract sum of Tshs. Thirty two million and eighteen thousand Only (Tshs. 32,018,000.00).

NOW, THEREFORE, in consideration of mutual covenants and agreement herein contained, the parties hereto, intending to be legally bound, agree as follows:

SEC II: TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Contract Sum:** The Contract Sum is Tanzanian Shillings thirty two million three and eighteen thousand Only (Tshs. 32,018,000.00).
2. **Transportation:** The supplier shall bear all cost of loading and transportation up to the site at Songea TC.
3. **Delivery Period:** Material shall be delivered to the site within 20 days from the date of Confirmation of Fund from Client.
4. **Delivery point:** The goods are to be delivered to the Area of Construction of Two classrooms Songea Teachers College.
5. **Contact Person:** Notices, enquiries and documentation should be addressed to Principal Songea Teachers P.O.BOX 189 SONGEA.

6. Applicable laws: This contract its meaning and interpretation and the relation between the parties shall be governed by the laws of Tanzania.
7. Dispute resolution: Any dispute, controversy or claim arising out of or relating to this Contract or which cannot be settled amicably within 7 days, shall be settled in accordance with the laws of Tanzania.
8. Inspection: The client has the right to inspect the goods and the Supplier shall provide reasonable assistance for the same as and when required by the client during receiving of goods.
9. Payment to Supplier: Payment will be made to the supplier after completion of Works according to the contract, attachment of inspection report from the client/When supplier rise invoice after supply part of contract.
10. The following documents form part of this Contract:
  - Form of Contract
  - Terms and conditions of the Local Purchase order
  - Priced Quotation
  - General Conditions of Contract for Local Purchase Order (LPO)
11. Signature of the parties of the contract

IN WITNESS THEREOF, the Parties have set their seals on the date and in the manner here in after appearing:

## CONDITION OF QUOTATION FORM

When quoting the price, you should indicate among other things the following: -

1. Completion Time (delivery period) ..... 20 days
2. Discount in percentage (%) (If any) .....
3. All materials/tools & equipment to be supplied at Ilonga Teacher's College store

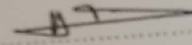
### ATTACHMENTS;

Please attach a copy of each of the following documents;

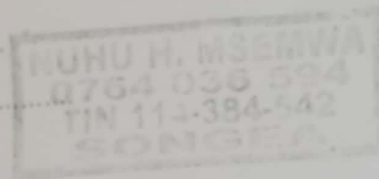
- Tax Payer Identification Number (TIN)
- VAT Registration Number.
- Valid business License Number
- Certificate of Registration/Incorporation.

### Official Stamp of the Supplier

Name ..... Nuhu MSEMWA

Signature ..... 

Date ..... 03.02.2022.



### NOTE:

This request for quotation is issued on condition that Ilonga Teacher's College Procurement Unit does not bind itself to accept any quotation from any supplier and that the authority reserves the right to reject any or all quotations received.

All Correspondences should be addressed to the Principal

MKOA WA RUVUMA

Simu na: (025-2602313)

Email: songeatc@gmail.com



S.L.P 189,  
SONGEA,  
RUVUMA,  
TANZANIA

03/02/2022

Ref.No: STC/MC/01

M/s NHHU. MSEMWA  
Box-14  
SONGEA.

Dear Sir/Maadam,

**QUOTATION FORM-TOOLS AND BUILDING MATERIALS-1A**

Please insert here below your most competitive prices for the Supply of Goods enumerated below and return the form dully filled to Procurement Office, ILONGA Teacher's College in a sealed envelope marked QUOTATION FOR SUPPLY OF CONSTRUCTION MATERIALS FOR THE CONSTRUCTION OF TWO CLASSROOMS OF SONGEA TEACHER'S COLLEGE

NB; You are free to quote only items you can supply.

TABLE 1: Industrial and Local material

INDUSTRIAL MATERIAL					
A	Item Description	Unit	Qty	Rate (VAT Incl) (Tshs)	Amount (VAT Incl) (Tshs)
TOOLS;					
1.	Heavy Duty Gloves Leather (HD-Tanzania)	Pair	5	5000	25000
2.	Heavy Duty Gloves Plastic ( HD - Tanzania )	Pair	5	5000	25,000
3.	Reflective Safety vest-China-Yellow	Pcs	10	4000	40,000
4.	Reflective Safety Jacket-China-red	Pcs	1	4000	4000
5.	Gam boots number 44- China	Pair	1	13000	13000
6.	Helmet -China-White	Pcs	7	6000	42000
7.	Helmet -China-Yellow	Pair	15	5000	75000
8.	Helmet -China-Blue.	Pcs	2	5000	10000



9.	Safety boots Size 43(02) & 44(02)	Pair	1	3,5000	3,5000
10.	Face Mask-Andika	Pcs	30	1,5000	45,0000
11.	Roller Paint Brush 3"	Pcs	8	4,000	36,000
12.	First Aid Kit small size-China	Pcs	1	1,50,000	1,50,000
13.	Paint Brush 2" Ex Tanzania	Pcs	2	2,000	4,000
14.	Paint Brush 3" Ex Tanzania	pcs	8	3,000	24,000
15.	Roller Brush 4" Ex Tanzania	Pcs	3	4,000	12,000
16.	Wire Brush Ex Tanzania	Pcs	1	3,000	3,000
17.	Soft Brush Ex Tanzania	pcs	1	3,000	3,000
18.	Hard Broom complete with handle, Ex China	pcs	3	3,000	9,000
19.	Soft Broom complete with handle, Ex China	pcs	2	3,000	6,000
20.	Hammer 1kg	Pcs	3	10,000	30,000
21.	Hammer 2.5kg	Pcs	1	20,000	20,000
22.	Hammer 3kg	pcs	2	25,000	50,000
23.	Masking Tapes	Pcs	15	1,000	15,000
24.	Measuring Tapes 5m	Pcs	3	5,000	15,000
25.	Futi Kamba 100m	pcs	1	15,000	15,000
26.	Pointing Trowel	Pcs	1	5,000	5,000
27.	Paint Scrapers 3" Ex Tanzania	Pcs	3	3,000	9,000
28.	Paint Scrapers 4" Ex Tanzania	pcs	1	3,000	3,000
29.	Kamba ya Manila 5mm Ex Tanzania	pcs	10	1,000	10,000
30.	Kamba ya Katani 20mm Ex Tanzania	pcs	10	5,000	50,000
31.	Spade (Mpini wa Chuma) Ex China	pcs	8	10,000	80,000
32.	Sururu na mpini wake, Ex China	pcs	3	15,000	45,000
33.	Jembe na mpini wake	pcs	2	7,000	14,000
34.	Vishoka (Axe)	pcs	4	15,000	60,000
35.	Kwanja/Fyekeo	pcs	2	4,000	8,000
36.	Wheel Barrow, Sido Tanzania	pcs	1	1,50,000	1,50,000
37.	Empty Plastic bucket 10lts size (heavy duty) Ex Tanzania	pcs	20	6,000	120,000
38.	Mpira wa maji (100m)	Roll	1	1,50,000	1,50,000
39.	Mpira wa maji (50m)	Roll	1	7,5000	75,000
40.	Karai la Zege	pcs	10	8,000	80,000
41.	Cement 42.5N/R	Bags	470	16,000	7,520,000
42.	White cement - JK	Bags	7	40,000	280,000
43.	Damp proof Course (Asphat felt)	Roll	2	1,50,000	300,000
44.	DPM 500G/ 50kg (100m2)	Roll	1	370,000	370,000
45.	Dragnet/Gladiator TC solution	ltrs	4	35,000	140,000
46.	Gypsum Powder- ANDIKA Thailand	Bags	52	36,000	1,872,000
47.	9mm Thick Gypsum Boards Gyproc Thailand	Pcs	104	23,000	2,392,000
48.	Plain Gypsum Cornices 75mm ANDIKA Thailand (paper faced)	Pcs	30	6,000	180,000
49.	PVC Ceiling (200mm x 6000mm)	pcs	89	14,000	1,246,000
50.	PVC Cornice (2400mm)	pcs	25	5,000	1,25,000
51.	Shoetax 1"	box	4	3,000	12,000

	Gypsum Screws Andika (Inchi moja na robo)	pkt	1	10,000	10,000
3.	Fiber Tape	pkt	2	10,000	20,000
54.	Core wire	kg	10	5,000	50,000
55.	Nails 1" (Bags @ 25kg)	Bag	01	14,500	14,500
56.	Sanding Paper no.120/100/80	m	40	2,000	80,000
57.	Nails 2.5" (Bags @ 25kg)	Bag	1	14,500	14,500
58.	Nails 3" (Bags @ 25kg)	Bag	1	14,500	14,500
59.	Nails 4" (Bags @ 25kg)	Bag	1	14,500	14,500
60.	Nails 4" (Bags @ 50kg)	Bag	1	14,500	14,500
61.	Concrete Nails 3"	pkt	2	2,000	4,000
62.	Concrete Nails 4"	pkt	1	2,000	2,000
63.	Ridge capping (1000mm @pc)	m	30	25,000	750,000
64.	IT-5 gauge 28 Aluminium Africa (Alaf) sheet, colour to be approved	pcs	106	63,000	6,678,000
65.	Roof Nails ( Nyembamba yenye thread na plastic rubber kwa ndani)	kg	45	12,000	540,000
66.	8mm diameter Reinforcement bars(High tensile steel)	Pcs	75	14,000	1,050,000
67.	12mm diameter Reinforcement bars(High tensile steel)	pcs	72	28,000	2,016,000
68.	Binding Wire	Roll	1	85,000	85,000
69.	12mm thick Marine board	pcs	16	75,000	1,200,000
70.	Heavy duty butt hinges 4" (brass), oxford	Pair	5	5,000	25,000
71.	5mm clear sheet glass(0.9mx1.2m)	sheet	1	280,000	280,000
72.	Glass cutter	pcs	1	5,000	5,000
73.	Clear Varnish, Plascon	lts	4	10,000	40,000
74.	Chokaa (Lime 25kg)	bag	1	8,000	8,000
75.	Sanding sealer	lts	3	13,000	39,000
76.	Mortice Lockset Ex-Union (Three Level), Union	pcs	3	80,000	240,000
77.	White Emulsion Paint for skimming	20 lts Bucket	11	35,000	385,000
78.	Silk Acrylic Paint -colour to be approved	20 lts Bucket	4	16,000	640,000
79.	Weather Guard Paint- Color to be approved	20 lts Bucket	2	150,000	300,000
80.	Premium Binder (Sado Binder), Sadolin/Plascon	20 lts Bucket	3	100,000	300,000
81.	Blackboard paints, Sadolin/Plasmon	Lts	6	10,000	60,000
82.	Bituminous Paint, Sadolin/Plascon	Lts	8	10,000	80,000
83.	Solvent	Lts	4	6,000	24,000

32,018,000

## CONDITION OF QUOTATION FORM

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1. Completion Time (delivery period) ..... 20 days
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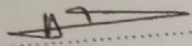
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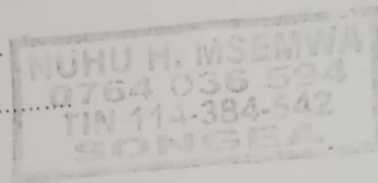
- Tax Payer Identification Number (TIN)
- VAT Registration Number.
- Valid business License Number
- Certificate of Registration/Incorporation.

### Official Stamp of the Supplier

Name ..... NUHU MIEMWA

Signature ..... 

Date ..... 03.02.2022.



### NOTE:

This request for quotation is issued on condition that Ilonga Teacher's College Procurement Unit does not bind itself to accept any quotation from any supplier and that the authority reserves the right to reject any or all quotations received.

All Correspondences should be addressed to the Principal

SEC. IV: GENERAL CONDITIONS OF CONTRACT

## Definitions

1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

"The Incidental 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, and other such obligations of the Supplier covered under the Contract.

"The Purchaser" means the Government Entity purchasing the Goods, as named in the Contract.

"The Supplier" means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the procuring entity.

## 2.0 Eligibility

2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.3 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.4 The origin of Goods is distinct from the nationality of the Supplier.

### 3.0 Standards

3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

### 4.0 Use of Contract Documents and Information

4.1 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.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, 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.

### 5.0 Patent Rights

5.1 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, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

### 6.0 Performance Security

6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.

6.2 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.

6.3 The performance security shall be denominated in Tanzania 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 format provided in the invitation for quotations or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## 7.0 Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.

7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. 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.

7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 8.0 Packing

8.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.

- 8.2 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 specified in the Local Purchase Order and through any subsequent instructions issued by the Purchaser.

#### 9.0 Delivery and Documents

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Local Purchase Order.
- 9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 9.3 Documents to be submitted by the Supplier are specified in the Local Purchase Order and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

#### 10.0 Insurance

- 10.1 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 Local Purchase Order.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

#### 11.0 Transportation

- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania,



defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 12.0 Incidental Services

12.1 A Supplier may be required to provide any additional services as specified within the Local Purchase Order.

## 13.0 Spare Parts

13.1 If specified in the Local Purchase Order, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:

- (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, blueprints, drawings, and specifications of the spare parts, if requested.

## 14.0 Warranty

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and 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 or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.

14.4 The Purchaser 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.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.

14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, 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.

#### 15.0 Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.

15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

#### 16.0 Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

## 17.0 Change Orders

17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) methods of shipment, packing, construction or performance;
- (c) the place of delivery; and/or
- (d) incidental services to be provided by the Supplier.

17.2 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 Purchaser's change order.

## 18.0 Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 19.0 Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

## 20.0 Sub-contracts

20.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication 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. Subcontracts must comply with the provisions of GCC Clause 2.

## 21.0 Delays in the Supplier's Performance

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser 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 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.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## 22.0 Liquidated Damages

- 22.1 Subject to GCC Clause 24 and if stated in the Local Purchase Order if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Local Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Local Purchase Order. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC Clause 23.

## 23.0 Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 24.0 Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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 Purchaser 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.

## 25.0 Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 26.0 Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 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 Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser 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, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## 27.0 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence

arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

27.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## 28.0 Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29.0 Governing Language

29.1 The Governing Language shall be English.

### 30.0 Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.

### 31.0 Notices

31.1 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 the Local Purchase Order.

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

### 32.0 Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

### 33.0 Change of Laws and Regulations

33.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.