TENDER AGREEMENT FORSUPPLYING OF MEDICAL EQUIPMENT

PA/161/HQ/G/2021-2022/38

BETWEEN

BUGANDO MEDICAL CENTRE (BMC)

AND

M/S ANUDHA LIMITED

DRAWN BY:

BUGANDO MEDICAL CENTRE (BMC)
P. O. BOX 1370
MWANZA

JANUARY, 2022

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made the 08 day of 01, 2022.

BETWEEN

BUGANDO MEDICAL CENTRE (BMC), P.O BOX 1370, MWANZA, and a public private institution operating under thepartnership of the government of the United Republic of Tanzania and the Tanzania Episcopal Conference (TEC) (hereinafter referred to as **Employer /the Buyer'')** which expression shall, where the context so admits, include assigns and successors in title of the one part;

AND

M/S ANUDHA LIMITED, P.O.BOX 5982, DAR ES SALAAM (Here in after referred to as "**The Tenderer**") which expression shall, where the context so admits, include assigns and successors in title of the other part.

NOW, THEREFORE, THE PARTIES here to agree and declare as follows:

This contract shall be valid for the period of three years from date of ..08.. of ..01.. 2022 to the date of ..08.. of ..01.. 2024

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)
The following documents shall constitute the Contract between the Employer and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement and the Appendixes hereto
(b) Tender and Price Schedules submitted by the Supplier
(c) Special Conditions of Contract
(d) General Conditions of Contract
(e) Technical Specifications and Drawings
(f) Procedures (as listed)
(g) Acceptance letter
(h) Negotiation report

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the supplier of its obligations hereunder. The Contract Price shall be the **41,701,060 (FORTY-ONE MILLION SEVEN HUNDRED ONE THOUSAND SIXTY)** such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Supplier are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

The supplier shall be paid an advance payment of 60% after full delivery of the items mentioned, 40% after full installation, testing, commission, inspection and training.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Supplier;

(b) The Supplier has submitted to the Employer the performance security and the advance payment guarantee;

(c) The Employer has paid the Supplier the advance payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

[Signature]

DIRECTOR GENERAL

[Title]

In the presence of Cornelius H. Ntungweli Advocate

CORNELIUS H NTUNGWELI
Advocate, Notary Public & Commissioner for Oaths
P.O. Box 1370, MWANZA

Signed by, for and on behalf of the Supplier

[Signature]

Director

[Title]

ANUDHA LTD.
P. O. Box 5982
DAR-ES-SALAAM
TEL: 2122745, 2122747
FAX. 2126490

In the presence of

BEFORE ME

VICTOR MHORO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O. Box 315, DAR-ES-SALAAM

BUGANDO MEDICAL CENTRE
Consultant and Teaching Hospital

P.O. Box 1370
Mwanza, Tanzania
Telephones 2540610/5
2500513
Fax: 255 – 028 - 2500799
Hospbugando@gmail.com

Department of : ADMINISTRATION

OurRef:AB.321/386/01/PART"A"/164

Date: 15/12/2021

TO MANAGING DIRECTOR,
M/S ANUDHA LIMITED,
P.O BOX 5982,
DAR ES SALAAM.

Dear Sir/Madam,

RE: PUBLIC PROCURMENT ACT NO. 70F 2011 SECTION 60-(5) AND REGULATION 231-(6) OF THE RULES 2013.

RE: AWARD OF TENDER NO. PA/161/HQ/G/2020-2021/38 FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING, TRAINING AND MAINTENANCE OF MEDICAL EQUIPMENT.

Reference is made to the heading above.

The Director General of Bugando Medical Centre, award your company **M/S ANUDHA LIMITED, P.O.BOX 5982, DAR ES SALAAM. Tender No. PA/161/HQ/G/2020-2021/38** for;

S/N	EQUIPMENT	BMC	CHATO	MWZ	SIMIYU	SHINYANGA	MUSOMA	GEITA	TOTAL	TOTAL
1	BED PANS (CHINA)	0	0	0	0	0	0	10	10	539,000
2	CHEETLE FORCEPS AND JAR (CHINA)	0	0	0	0	4	0	0	4	47,040
3	CHEST CATHETER (CHINA)	0	0	0	50	200	15	20	285	837,900
4	C-SECTION SET (CHINA)	0	0	0	0	1	2	0	3	2,043,300
5	DELIVERY SET (INDIA)	0	0	0	5	4	4	2	15	2,940,000

6	DILATATION AND CURRATAGE SET(INDIA)	0	0	0	0	1	2	0	3	714,420
7	DRESSING SET (CHINA)	0	0	5	10	0	0	15	30	6,762,000
8	GYNECOLOGICAL SET (CHINA)	0	0	0	3	4	0	0	7	2,058,000
9	LAPARATOMY SET(CHINA)	0	0	1	2	1	2	5	11	8,624,000
10	STERILLIZATION DRUM (INDIA)	0	0	4	5	12	0	5	26	1,911,000
11	SUTURE SET (INDIA)	10	0	0	0	8	0	0	18	3,528,000
12	VACCUM EXTRACTOR MANUAL (INDIA)	0	0	0	1	0	0	0	1	250,000
13	VAGINAL SPECULUM (INDIA)	0	0	0	0	0	0	5	5	88,200
14	MAGILL FORCEPS (INDIA)	0	0	6	7	20	9	8	50	1,666,000
15	UNDERWATER SEAL DRAINAGE (INDIA)	0	0	5	20	50	20	10	105	5,350,800
16	URINOS (INDIA)	0	0	0	0	0	0	10	10	156,800
17	DENTAL SET (INDIA)	0	0	1	2	2	1	1	7	4,184,600
	TOTAL									**41,701,060**

Because you met the minimum score requirement as per criteria set as per BOQ requirement at a cost price of Tsh **41,701,060/=**

You are requested to contact our company as soon as possible for contract signing.

Sincerely yours,

Dr. Fabian A. Massaga
Director General

anudha limited

23rd December, 2021

REF. AB-309/386/01/PART "A"/164

To,
Procurement officer,
Bugando Madical centre,
P. O. Box 1370,
Mwanza,
Tanzania.

REF: ACCEPTANCE OF TENDER NO. AP/161/HQ/G/2021-2022/38 FOR SUPPLY, INSTALLATION COMMISSIONING, TESTING, TRAINING AND MAINTAINING OF MEDICAL EQUIPMENT

Refer to the heading above

We here by confirm the acceptance of the intention to award for our offer on Tender no. mentioned above for supply, installation commissioning, testing, training and maintaining of medical equipment

Thanking you

ANUDHA LIMITED
P.O.Box 5982
DAR-ES-SALAAM
TEL 2121188, 2125746
2126490

ANUDHA LIMITED

P. O. BOX 5982, DAR ES SALAAM, TANZANIA
Plot 2169/82 & 8170/82, Morogoro Road, Opp. DART-KISUTU Bus stand
Tel: +255 22 2125746/ 2121188/ 2122745/ 2122747/ 2122746; **Fax:** +255 22 2126490; **Cell:** +255 783 523 777
Email: sales@anudha.com, sales@anudha.com, anudha@ctvsatcom.net, service@anudha.com

anudha limited

Price Schedules for Goods and Related Services Offered from Abroad

IFT Number: PA/161/HQ/G/2021-2022/38.

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price[2] CIF port of entry (specify port) or CIP named place (specify border point or place of destination)[3]	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services[3]	Total Price per line item (Col. 7 + 8)
1	BED PANS	CHINA	30 days	10	55,000.00			550,000.00
2	CHEETLE FORCEPS AND JAR	CHINA	30 days	4	12,000.00			48,000.00
3	CHEST CARTHETER	CHINA	30 days	285	3,000.00			855,000.00
4	C-SECTION SET	CHINA	30 days	3	695,000.00			2,085,000.00
5	DELIVERY SET	INDIA	30 days	15	200,000.00			3,000,000.00
6	DILATATION AND CURRATAGE SET	INDIA	30 days	3	243,000.00			729,000.00

[redacted]

19/11/2021

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7	DRESSING SET	CHINA	30 days	31	230,000.00			7,130,000.00
8	GYNECOLOGICAL SET	CHINA	30 days	17	300,000.00			5,100,000.00
9	LAPARATOMY SET	CHINA	30 days	12	800,000.00			9,600,000.00
10	LUMBAR PUNCTURE SET	CHINA	30 days	9				
11	STERILLIZATION DRUM	INDIA	30 days	26	75,000.00			1,950,000.00
12	SUTURE SET	INDIA	30 days	18	200,000.00			3,600,000.00
13	VACCUM EXTRACTOR MANUAL	INDIA	30 days	1	350,000.00			350,000.00
14	VAGINAL SPECULUM	INDIA	30 days	5	18,000.00			90,000.00
15	LUMBAR PUNCTURE SET DISPOSABLE	INDIA	30 days	5				
16	MUGIL FORCEPS	INDIA	30 days	60	34,000.00			2,040,000.00

19/11/2021

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17	UNDERWATER SEAL DRAINAGE	INDIA	30 days	195	52,000.00			10,140,000.00
18	URINOS	INDIA	30 days	10	16,000.00			160,000.00
19	DENTAL SET	INDIA	30 days	7	610,000.00			4,270,000.00
Total								**51,347,000.00**

Name Anurag Hassija in the capacity of Director.

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of **Anudha Limited**

Dated on 15th day of November 2021

ANUDHA LTD.
P. O. Box 5982
DAR-ES-SALAAM
TEL: 2122745, 2122747
FAX: 2126490

19/11/021

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STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 15th day of November, 2021.

We the undersigned **ANUDHA LIMITED** of P.O. Box 5982 Morogoro Road, Dar es salaam by virtue of authority conferred to us by the Board Resolution No. 83 of 15th day of November, 2021, **DO HEREBY** ordain and nominate **ANURAG HASSIJA** of P.O. Box 2019 Dar es salaam, to be our true and lawful ATTORNEY and Agent, with full power and authority, for us and in our names, and for our accounts and benefits to do any, or all the following acts in respect of Tender No. **PA/161/HQ/G/2021-2022/38 that** is to say;

To act for the company and do any other thing or things incidental for **SUPPLYING OF MEDICAL EQUIPMENTS.**

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other Power of Attorney or powers shall remain and be of the same force and effect as if this deed has not been executed.

AND We hereby undertake to ratify everything, which our attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf hereinbefore contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **ANUDHA LIMITED** and delivered in the presence of us this 15th day of November, 2021.

IN WITNESS WHEREOF we have signed this deed on the 15th day of November, 2021 at Dar es Salaam for and on behalf of **ANUDHA LIMITED**

SEALED with the Common Seal of
ANUDHA LIMITED
and DELIVERED at Dar es salaam in the presence of us
this ....15th....day of ...November.....2021

ANUDHA LTD.
P. O. Box 5982
DAR-ES-SALAAM
TEL: 2122745, 2122747
FAX: 2126490

SEAL

BEFORE ME

COMMISIONER FOR OATHS

VICTOR MHORO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O.Box 315, DAR-ES-SALAAM

ACKNOWLEDGMENT

I, ANURAG HASSIJA, doth hereby acknowledge and accept to be Attorney of the said **ANUDHA LIMITED** under the terms and conditions contained in the POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney. I hereby accept the Special Power of Attorney conferred to me and I will act in good faith in honoring the powers so conferred to me.

ANUDHA LTD.
P. O. Box 5982
DAR-ES-SALAAM
TEL: 2122745, 2122747
FAX: 2126490

SIGNED and **DELIVERED** at Dar es Salaam by the said **ANURAG HASSIJA** who is introduced/Identified to me by ..... the latter being known to me personally in my presence this 15th day of November 2021

.....
DONEE

BEFORE ME:

Name : Victor Mhoro

Signature : .....

Postal Address: 315 Dsm

Qualification : **COMMISSIONER FOR OATHS**

VICTOR MHORO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O. Box 315, DAR-ES-SALAAM

Certificate of Incorporation

No. 20783

TRUE COPY OF ORIGINAL

S. A. MSUYA
ADVOCATE
& COMMISSIONER

I HEREBY CERTIFY THAT

ARUNA

..... Limited

is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is Limited.

Given under my hand at Dar es Salaam this 6th day of APRIL One thousand nine hundred and EIGHTY TWO

Registrar of Companies

BOX-5982
DSM
CI-20783

MCH/43082/22

TFN. 226
(Rev. 2/96)

JAMHURI YA MUUNGANO WA TANZANIA

PID - 20190079850 4
BID - 12599

LESENI YA BIASHARA

B 3843082

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka 1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

*Futa isiyotakiwa.

1. Ofisi iliyotoleWa MANISPAA - ILALA
2. Nambari ya Usajili wa mapato 100-113-473
3. Leseni imetolewa kwa ANUSHA LIMITED
   kuendesha biashara ya HOSPITAL LABORATORY EQUIPME NTS
   katika Wilaya/Kanda* ya ILALA Mtaa MOROGO RO
4. Ni ya Shina/Tawi*
   Ada Sh. 300,000/- Nambari ya Stakabadhi 500440
   ya tarehe 19/07/2021
5. Mpya inaendeleza* muda wa Leseni Na. 3536844
   ya tarehe 24/07/2021

(ii) Muda wa leseni hii utaishia tarehe 30 Juni, 20 22

Tarehe 23/07/2021

Sahihi na Muhuri wa Mkurugenzi

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Definitions (GCC Clause 1)
1.	1.1	The Employer is: **DIRECTOR GENERAL,** **BUGANDO MEDICAL CENTRE,** **P.o. Box 1370.** **Mwanza.** The Project Manager is: Dr. **FABIAN A. MASSAGA (DIRECTOR GENERAL)** The Supplier is **M/SANUDHA LIMITED, P.O.BOX 5982, and DAR ES SALAAM.** The Supplier Representative is: **Eng. NYANDA SWEYA** The Adjudicator is: **Tanzania Institute of Arbitrators (TIArb)** Country of Origin: all countries and territories as indicated in the section of the Tendering Documents, Eligibility for the Provision of Goods, Works and Services. Time for Completion: **120 days.** Time for Completion for all Facilities: *120 days*, and the supplier shall provide Procurement Schedules of all Medical Equipment's delivery.
		Notices (GCC Clause 4)
2.	4.1	Employer's address for notice purposes: **DIRECTOR GENERAL,**

		BUGANDO MEDICAL CENTRE, **P.O. BOX 1370,** **MWANZA.** Supplier address for notice purposes: **M/S ANUDHA LIMITED, P.O.BOX 5982, DAR ES SALAAM.**
Governing Law (GCC Clause 5)		
3.	5.1	GCC 5.1—The Contract shall be interpreted in accordance with the laws of the **United Republic of Tanzania.**
Settlement of Disputes (GCC Clause 6)		
4.	6.1.3	Adjudicator's hourly fee: **TO BE AGREED BY THE PARTIES**
5	6.1.4	Appointing Authority for Adjudicator: **Tanzania Institute of Arbitrators (TIArb)**
6	6.2.3	Rules of procedure for arbitration proceedings: (a) Contracts with nationals of the United Republic of Tanzania: *For contracts entered into with a national of the United Republic of Tanzania, the Contract may provide for adjudication/arbitration in accordance with the law of the United Republic of Tanzania.* GCC 6.2.3 (b)--Any dispute between the Employer and a Supplier who is a national of the United Republic of Tanzaniaarising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania.
Scope of Facilities [Spare Parts] (GCC Clause 7)		
7.	7.3	The Supplier agrees to supply spare parts for a period of years: **Five (5) years mandatory with the extension to support for another 15 years to come.**
8.	7.4	The Supplier shall carry sufficient inventories to ensure an ex-stock

		supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Supplier will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.
Time for Commencement and Completion (GCC Clause 8)		
9.	8.1	The Supplier shall commence work on the Facilities from the Effective Date for determining Time for Completion as specified in the Contract Agreement.
10.	8.2	The Completion of the Facilities shall be attained within 120 days.
Contract Price (GCC Clause 11)		
11.	11.2	The Contract Price shall be adjusted in accordance with the provisions of the corresponding Appendix (Price Adjustment) to the Contract Agreement **Not subject to adjustment.**
Securities (GCC Clause 13)		
12.	13.3.1	The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate time for Completion is provided, shall be: **Fifteen percent (15%).**
13.	13.3.2	The performance security shall be in the form of the **BANK GURANTEE** attached hereto in the section on Sample Forms and Procedures.
14.	13.3.3	The performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty to cover the Supplier extended warranty in accordance with the provision in

		the SCC, pursuant to GCC sub-Clause 27.10.
Work Programme (GCC Clause 18)		
15.	18.2	The form of the programme of performance of the Contract shall be: **form of the critical path method (CPM)**
Commissioning and Operational Acceptance (GCC Clause 25)		
16.	25.2.2	The Guarantee Test of the Facilities shall be successfully completed within **45 days***from* the date of Completion.
Completion Time Guarantee (GCC Clause 26)		
17.	26.2	Applicable rate for liquidated damages: **0.15 percent per day.** Maximum deduction for liquidated damages: is equal to the Performance Security quoted.
18.	26.3	Not Applicable for the bonus for early Completion: Maximum bonus: No bonus will be given for earlier Completion of the Facilities or part thereof.
Defect Liability (GCC Clause 27)		
19.	27.10	The critical components covered under the extended warranty are all critical parts as per technical specification attached herewith and the period shall be within 5 years after extension.
Completion – Guarantee Test – Acceptance (GCC Clauses 24.3 and 25.2)		
20.	24.3 and 25.2	20.1 In the event that the Supplier is unable to proceed with the Pre-commissioning of the Facilities pursuant to sub-Clause 24.3, or with the Guarantee Test pursuant to sub-Clause 25.2, for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other supplier(s), or for reasons beyond the Employer's control, the provisions leading to "deemed" completion of activities such as

Completion, pursuant to GCC sub-Clause 24.6, and Operational Acceptance, pursuant to GCC sub-Clause 25.3.4, and Supplier's obligations regarding Defect Liability Period, pursuant to GCC sub-Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.

20.2 When the Supplier is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above sub-Clause 13.1, the Supplier shall be entitled to the following:

(a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC sub-Clause 26.2;

(b) payments due to the Supplier in accordance with the provision specified in the corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Supplier against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Supplier will have complied with its obligations regarding those payments, subject to the provision of sub-Clause 13.3 below;

(c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Supplier by the Employer;

(d) The additional charges towards the care of the Facilities pursuant to GCC sub-Clause 32.1 shall be reimbursed to the Supplier by the Employer for the period between the notification mentioned above and the notification mentioned in sub-Clause 13.4 below. The provision of GCC sub-Clause 32.2 shall apply to the Facilities during the same period.

20.3 In the event that the period of suspension under above sub-Clause 13.1 actually exceeds one hundred eighty (180) days, the

		Employer and Supplier shall mutually agree to any additional compensation payable to the Supplier. 20.4 When the Supplier is notified by the Project Manager that the plant is ready for Pre-commissioning, the Supplier shall proceed without delay in performing all the specified activities and obligations under the contract.

GENERAL CONDITION

A. Contract and Interpretation

1.	Definitions	1.1	The following words and expressions shall have the meanings hereb assigned to them: "Contract" means the Contract Agreement entered into between th Employer and the Supplier, together with the Contract Documen referred to therein; they shall constitute the Contract, and the term "th Contract" shall in all such documents be construed accordingly. "Contract Documents" means the documents listed in Article 1 (Contract Documents) of the Form of Contract Agreement (includir any amendments thereto). "GCC" means the General Conditions of Contract hereof. "SCC" means the Special Conditions of Contract. "Day" means calendar day... "Month" means calendar month... "Employer" means the person named as such in the SCC and includ the legal successors or permitted assigns of the Employer. "Project Manager" means the person appointed by the Employer in th manner provided in GCC sub-Clause 17.1 (Project Manager) hereof an named as such in the SCC to perform the duties delegated by th Employer. "Supplier" means the person(s) whose tender to perform the Contra has been accepted by the Employer and is named as such in th Contract Agreement, and includes the legal successors or permitte assigns of the Supplier. "Supplier's Representative" means any person nominated by th Supplier and named as such in the SCC and approved by the Employ in the manner provided in GCC sub-Clause 17.2 (Supplier Representative and Construction Manager) hereof to perform the duti delegated by the Supplier. "Sub supplier," including vendors, means any person to who execution of any part of the Facilities, including preparation of an design or supply of any Goods, is sub-contracted directly or indirect by the Supplier, and includes its legal successors or permitted assigns "Adjudicator" means the person or persons named as such in the SC

appointed by agreement between the Employer and the Supplier to make a decision on or to settle any dispute or difference between the Employer and the Supplier referred to him or her by the parties pursuant to GCC sub-Clause 6.1 (Adjudicator) hereof.

"Contract Price" means the sum specified in Article 2.1 (Contract Price of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

"Facilities" means the Goods to be supplied and installed, as well as all the Installation Services to be carried out by the Supplier under the Contract.

"Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

"Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Supplier under the Contract (including the spare parts to be supplied by the Supplier under GCC sub-Clause 7.3 hereof), but does not include Supplier's Equipment.

"Installation Services" means all those services ancillary to the supply of the Goods for the Facilities, to be provided by the Supplier under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Supplier's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.

"Supplier's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Supplier, but does not include Goods, or other things intended to form or forming part of the Facilities.

"Country of Origin" means the countries and territories eligible under the PPA 2004 and its corresponding Regulations as further elaborated in the SCC.

"Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

"Effective Date" means the date of fulfillment of all conditions stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement, for the purpose of determining the Time for Completion.

			"Time for Completion" means the time within which Completion of th Facilities as a whole (or of a part of the Facilities where a separate Tim for Completion of such part has been prescribed) is to be attained i accordance with the specifications in the SCC and the relevai provisions of the Contract. "Completion" means that the Facilities (or a specific part thereof whe specific parts are specified in the SCC) have been complete operationally and structurally and put in a tight and clean conditio and that all work in respect of Pre-commissioning of the Facilities i such specific part thereof has been completed; in other words, that th Facilities or specific part thereof are ready for Commissioning a provided in GCC Clause 24 (Completion) hereof. "Pre-commissioning" means the testing, checking and oth requirements specified in the Technical Specifications that are to b carried out by the Supplier in preparation for Commissioning a provided in GCC Clause 24 (Completion) hereof. "Commissioning" means operation of the Facilities or any part there by the Supplier following Completion, which operation is to be carrie out by the Supplier as provided in GCC sub-Clause 25 (Commissioning) hereof, for the purpose of carrying out Guarant Test(s). "Guarantee Test(s)" means the test(s) specified in the Technic Specifications to be carried out to ascertain whether the Facilities or specified part thereof is able to attain the Functional Guarante specified in the Technical Specifications in accordance with a provisions of GCC sub-Clause 25.2 (Guarantee Test) hereof. "Operational Acceptance" means the acceptance by the Employer of th Facilities (or any part of the Facilities where the Contract provides fo acceptance of the Facilities in parts), which certifies the Supplier fulfillment of the Contract in respect of Functional Guarantees of th Facilities (or the relevant part thereof) in accordance with the provisio of GCC Clause 28 (Functional Guarantees) hereof and shall inclu deemed acceptance in accordance with GCC Clause 25 (Commissioni and Operational Acceptance, hereof. "Defect Liability Period" means the period of validity of the warranti given by the Supplier commencing at Completion of the Facilities or part thereof, during which the Supplier is responsible for defects wi respect to the Facilities (or the relevant part thereof) as provided in GC Clause 27 (Defect Liability) hereof.
2.	Contract Documents	2.1	Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, a documents forming part of the Contract (and all parts thereof) are intended t be correlative, complementary and mutually explanatory. The Contract sha be read as a whole.

3.	**Interpretation**	3.1	Language 3.1.1 Unless the Supplier is a national of the United Republic of Tanzan and the Employer and the Supplier agree to use the national languag all Contract Documents, all correspondence and communications be given, and all other documentation to be prepared and supplie under the Contract shall be written in English, and the Contract sha be construed and interpreted in accordance with that language. 3.1.2 If any of the Contract Documents, correspondence or communicatio are prepared in any language other than the governing langua under GCC sub-Clause 3.1.1 above, the English translation of suc documents, correspondence or communications shall prevail matters of interpretation.
		3.2	Singular and Plural The singular shall include the plural and the plural the singular, except whe the context otherwise requires.
		3.3	Headings The headings and marginal notes in the General Conditions of Contract a included for ease of reference, and shall neither constitute a part of t Contract nor affect its interpretation.
		3.4	Persons Words importing persons or parties shall include firms, corporations a government entities.
		3.5	Incoterms Unless inconsistent with any provision of the Contract, the meaning of a trade term and the rights and obligations of parties there under shall be prescribed by *Incoterms*. *Incoterms* means international rules for interpreting trade terms published the International Chamber of Commerce (latest edition), 38 Cours Albert 1 75008 Paris, France.
		3.6	Entire Agreement Subject to GCC sub-Clause 16.4 hereof, the Contract constitutes the enti agreement between the Employer and Supplier with respect to the subje matter of Contract and supersedes all communications, negotiations a agreements (whether written or oral) of parties with respect thereto ma prior to the date of Contract.
		3.7	Amendment

			No amendment or other variation of the Contract shall be effective unless it in writing, is dated, expressly refers to the Contract, and is signed by a du authorized representative of each party hereto.
		3.8	Independent Supplier The Supplier shall be an independent supplier performing the Contract. Tl Contract does not create any agency, partnership, joint venture or other joi relationship between the parties hereto. Subject to the provisions of the Contract, the Supplier shall be sole responsible for the manner in which the Contract is performed. A employees, representatives or Sub suppliers engaged by the Supplier connection with the performance of the Contract shall be under the comple control of the Supplier and shall not be deemed to be employees of t Employer, and nothing contained in the Contract or in any subcontra awarded by the Supplier shall be construed to create any contractu relationship between any such employees, representatives or Sub supplie and the Employer.
		3.9	Joint Venture or Consortium If the Supplier is a joint venture or consortium of two or more persons, a such firms shall be jointly and severally bound to the Employer for th fulfillment of the provisions of the Contract and shall designate one of suc persons to act as a leader with authority to bind the joint venture consortium. The composition or the constitution of the joint venture consortium shall not be altered without the prior consent of the Employer.
		3.10	Non-Waiver 3.10.1 Subject to GCC sub-Clause 3.10.2 below, no relaxation, forbearanc delay or indulgence by either party in enforcing any of the terms an conditions of the Contract or the granting of time by either party the other shall prejudice, affect or restrict the rights of that par under the Contract, nor shall any waiver by either party of any breac of Contract operate as waiver of any subsequent or continuing breac of Contract. 3.10.2 Any waiver of a party's rights, powers or remedies under th Contract must be in writing, must be dated and signed by a authorized representative of the party granting such waiver, and mu specify the right and the extent to which it is being waived.
		3.11	Severability If any provision or condition of the Contract is prohibited or rendered inval or unenforceable, such prohibition, invalidity or unenforceability shall r

		3.12	Country of Origin "Origin" means the place where the materials, equipment and other suppli for the Facilities are mined, grown, produced or manufactured, and fro which the services are provided.
4.	Notices	4.1	Unless otherwise stated in the Contract, all notices to be given under th Contract shall be in writing, and shall be sent by personal delivery, airma post, special courier, cable, telegraph, telex, facsimile or Electronic Da Interchange (EDI) to the address of the relevant party set out in the SCC, wi the following provisions: 4.1.1 Any notice sent by cable, telegraph, telex, facsimile or EDI shall i confirmed within two (2) days after dispatch by notice sent by airma post or special courier, except as otherwise specified in the Contract. 4.1.2 Any notice sent by airmail post or special courier shall be deemed (: the absence of evidence of earlier receipt) to have been delivered t (10) days after dispatch. In proving the fact of dispatch, it shall b sufficient to show that the envelope containing such notice w properly addressed, stamped and conveyed to the postal authoriti or courier service for transmission by airmail or special courier. 4.1.3 Any notice delivered personally or sent by cable, telegraph, tele facsimile or EDI shall be deemed to have been delivered on date of i dispatch. 4.1.4 Either party may change its postal, cable, telex, facsimile or EI address or addressee for receipt of such notices by ten (10) day notice to the other party in writing.
		4.2	Notices shall be deemed to include any approvals, consents, instructio orders and certificates to be given under the Contract.
5.	Governing Law	5.1	The Contract shall be governed by and interpreted in accordance wi laws of the United Republic of Tanzania.
6.	Settlement of Disputes	6.1	Adjudicator 6.1.1 If any dispute of any kind whatsoever shall arise between t Employer and the Supplier in connection with or arising out of th Contract, including without prejudice to the generality of th foregoing, any question regarding its existence, validity termination, or the execution of the Facilities – whether during t progress of the Facilities or after their completion and whether befo or after the termination, abandonment or breach of the Contract – t parties shall seek to resolve any such dispute or difference by mutu consultation. If the parties fail to resolve such a dispute or differen by mutual consultation, then the dispute shall be referred in writir

			by either party to the Adjudicator, with a copy to the other party. 6.1.2 The Adjudicator shall give its decision in writing to both parti within twenty-eight (28) days of a dispute being referred to it. If tl Adjudicator has done so, and no notice of intention to commen arbitration has been given by either the Employer or the Suppli within fifty-six (56) days of such reference, the decision shall becon final and binding upon the Employer and the Supplier. Any decisic that has become final and binding shall be implemented by the parti forthwith. 6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in tl SCC plus reasonable expenditures incurred in the execution of i duties as Adjudicator, and these costs shall be divided equal between the Employer and the Supplier. 6.1.4 Should the Adjudicator resign or die, or should the Employer and tl Supplier agree that the Adjudicator is not fulfilling its functions in accordan with the provisions of the Contract, a new Adjudicator shall be joint appointed by the Employer and the Supplier. Failing agreement between t two within twenty-eight (28) days, the new Adjudicator shall be appointed the request of either party by the Appointing Authority specified in the SCC.
		6.2	Arbitration 6.2.1 If either the Employer or the Supplier is dissatisfied with tl Adjudicator's decision, or if the Adjudicator fails to give a decisi within twenty-eight (28) days of a dispute being referred to it, the either the Employer or the Supplier may, within fifty-six (56) day such reference, give notice to the other party, with a copy f information to the Adjudicator, of its intention to commen arbitration, as hereinafter provided, as to the matter in dispute, and r arbitration in respect of this matter may be commenced unless suc notice is given. 6.2.2 Any dispute in respect of which a notice of intention to commen arbitration has been given, in accordance with GCC sub-Clause 6.2 shall be finally settled by arbitration. Arbitration may be commenc prior to or after completion of the Facilities. 6.2.3 Arbitration proceedings shall be conducted in accordance with t rules of procedure designated in the SCC
		6.3	Notwithstanding any reference to the Adjudicator or arbitration herein, (a) the parties shall continue to perform their respective obligations und the Contract unless they otherwise agree

B. Subject Matter of Contract

7.	**Scope of Facilities**	7.1	Unless otherwise expressly limited in the Technical Specifications, the Supplier's obligations cover the provision of all Goods and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Goods and the installation completion and commissioning of the Facilities in accordance with the plans procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC sub Clause 7.3 below) and accessories; Supplier's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site) and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement.
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
		7.3	In addition to the supply of Mandatory Spare Parts included in the Contract the Supplier agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the Special Conditions of Contract. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Supplier, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefore and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts.
8.	**Time for Commencement and Completion**	8.1	The Supplier shall commence work on the Facilities within the period specified in the SCC and without prejudice to GCC sub-Clause 26.2 hereof, the Supplier shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix (Time Schedule) to the Contract Agreement.
		8.2	The Supplier shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Supplier shall be entitled under GCC Clause 40 hereof.

9.	**Supplier's Responsibilities**	9.1	The Supplier shall design, manufacture (including associated purchase and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.
		9.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data a to boring tests) provided by the Employer, and on the basis of information tha the Supplier could have obtained from a visual inspection of the Site (if acces thereto was available) and of other data readily available to it relating to th Facilities as of the date twenty-eight (28) days prior to tender submission. Th Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating th difficulty or cost of successfully performing the Facilities.
		9.3	The Supplier shall acquire in its name all permits, approvals and/or license from all local, state or national government authorities or public servic undertakings in the United Republic of Tanzania where the Site is located tha are necessary for the performance of the Contract, including, withou limitation, visas for the Supplier's and Sub supplier's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire a other permits, approvals and/or licenses that are not the responsibility of th Employer under GCC sub-Clause 10.3 hereof and that are necessary for th performance of the Contract.
		9.4	The Supplier shall comply with all laws in force in the United Republic o Tanzania and local bylaws where the Facilities are installed and where th Installation Services are carried out. The laws will include all local, state national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless th Employer from and against any and all liabilities, damages, claims, fines penalties and expenses of whatever nature arising or resulting from th violation of such laws by the Supplier or its personnel, including the Su suppliers and their personnel, but without prejudice to GCC sub-Clause 10. hereof.
		9.5	Any Plant, Material and Services that will be incorporated in or be required fo the Facilities and other supplies shall have their origin as specified under GC Clause 1 (Country of Origin).
		9.6	The Supplier shall permit the PE to inspect the Supplier's accounts and record relating to the performance of the Supplier and to have them audited b auditors appointed by the PE, if so required by the PE
10.	**Employer's Responsibilities**	10.1	The Employer shall ensure the accuracy of all information and/or data to b supplied by the Employer as described in the corresponding Appendix (Scop of Works and Supply by the Employer) to the Contract, except when otherwis expressly stated in the Contract.

		10.2	The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of an accord all rights of access thereto on or before the date(s) specified in that Appendix.
		10.3	The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the United Republic of Tanzania. Such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Supplier and the Employer of their respective obligations under the Contract), and are specified in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement.
		10.4	If requested by the Supplier, the Employer shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subsuppliers or the personnel of the Supplier or Sub suppliers, as the case may be, to obtain.
		10.5	Unless otherwise specified in the Contract or agreed upon by the Employer and the Supplier, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature including those required by the Supplier to properly carry out Pre commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement at or before the time specified in the programme furnished by the Supplier under GCC sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Supplier.
		10.6	The Employer shall be responsible for the continued operation of the Facilities after Completion in accordance with GCC sub-Clause 24.8, and shall be

			this GCC Clause 10 shall be the responsibility of the Employer, save those to b incurred by the Supplier with respect to the performance of Guarantee Tests, i accordance with GCC sub-Clause 25.2.

C. Payment

11.	Contract Price	11.1	The Contract Price shall be as specified in Article 2 (Contract Price and Term of Payment) of the Form of Contract Agreement.
		11.2	Unless indicated otherwise in the SCC, the Contract Price shall be a firm lum sum not subject to any alteration, except in the event of a Change in th Facilities or as otherwise provided in the Contract.
		11.3	Subject to GCC sub-Clauses 9.2, 10.1 and 35 hereof, the Supplier shall b deemed to have satisfied itself as to the correctness and sufficiency of th Contract Price, which shall, except as otherwise provided for in the Contract cover all its obligations under the Contract.
12.	Terms of Payment	12.1	The Contract Price shall be paid as specified in the corresponding Appendi (Terms and Procedures of Payment) to the Contract Agreement. Th procedures to be followed in making application for and processing payment shall be those outlined in the same Appendix.
		12.2	No payment made by the Employer herein shall be deemed to constitut acceptance by the Employer of the Facilities or any part(s) thereof.
		12.3	In the event that the Employer fails to make any payment by its respectiv due date or within the period set forth in the Contract, the Employer shall pa to the Supplier interest on the amount of such delayed payment at the rate(s shown in the corresponding Appendix (Terms and Procedures of Payment) t the Contract Agreement for the period of delay until payment has been mad in full, whether before or after judgment or arbitrage award.
		12.4	The currency or currencies in which payments are made to the Supplier unde this Contract shall be specified in the corresponding Appendix (Terms an Procedures of Payment) to the Contract Agreement, subject to the genera principle that payments will be made in the currency or currencies in whic the Contract Price has been stated in the Supplier's Tendering.
		12.5	All payments shall be made in the currency or currencies specified in th corresponding Appendix (Terms and Procedures of Payment) to the Contrac Agreement, pursuant to GCC 12.4.

13.	Securities	13.1	Issuance of Securities The Supplier shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.
		13.2	Advance Payment Security 13.2.1 The Supplier shall, within twenty-eight (28) days of the notification o contract award, provide a security in an amount equal to the advanc payment calculated in accordance with the corresponding Appendi (Terms and Procedures of Payment) to the Contract Agreement, an in the same currency or currencies. 13.2.2 The security shall be in the form provided in the tendering document or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilitie executed by and paid to the Supplier from time to time, and shal automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The securit shall be returned to the Supplier immediately after its expiration.
		13.3	Performance Security 13.3.1 The Supplier shall, within twenty-eight (28) days of the notification o contract award, provide a security for the due performance of the Contract in the amount specified in the SCC. 13.3.2 The security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in one of the forms of bank guarantee provided in the tendering documents, as stipulated by the Employe in the SCC, or in another form acceptable to the Employer. 13.3.3 The security shall automatically be reduced by half on the date of the Operational Acceptance and shall become null and void, eighteen (18 months after Completion of the Facilities or twelve (12) months afte Operational Acceptance of the Facilities, whichever occurs first provided, however, that if the Defects Liability Period has beer extended on any part of the Facilities pursuant to GCC sub-Clause 27.(hereof, the Supplier shall issue an additional security in an amoun proportionate to the Contract Price of that part. The security shall b returned to the Supplier immediately after its expiration, provided however, that if the Supplier, pursuant to GCC sub-Clause 27.10, i liable for an extended warranty obligation, the performance securit shall be extended for the period and up to the amount specified in the SCC.
			13.3.4 Where circumstances necessitate the amendment of the contract afte signature, and such amendment is effected, the Employer shall requir the Supplier to provide additional Performance Security to cover an cumulative increase of more than ten percent of the Initial Contrac

			Price.
14.	Taxes and Duties	14.1	Except as otherwise specifically provided in the Contract, the Supplier shal bear and pay all taxes, duties, levies and charges assessed on the Supplier, it Subsuppliers or their employees by all municipal, state or nationa government authorities in connection with the Facilities in and outside of th United Republic of Tanzania where the Site is located.
		14.2	Notwithstanding GCC sub-Clause 14.1 above, the Employer shall bear an promptly pay all customs and import duties as well as other local taxes like e.g., a value added tax (VAT), imposed by the law of the United Republic o Tanzania on the Goods specified in Price Schedule No. 1 and that are to b incorporated into the Facilities.
		14.3	If any tax exemptions, reductions, allowances or privileges may be availabl to the Supplier in the United Republic of Tanzania, the Employer shall use it best endeavors to enable the Supplier to benefit from any such tax savings t the maximum allowable extent.
		14.4	For the purpose of the Contract, it is agreed that the Contract Price specifie in Article 2 (Contract Price and Terms of Payment) of the Form of Contrac Agreement is based on the taxes, duties, levies and charges prevailing at th date twenty-eight (28) days prior to the date of tender submission in th United Republic of Tanzania (hereinafter called "Tax" in this GCC sub-Claus 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced an existing Tax is abolished, or any change in interpretation or application o any Tax occurs in the course of the performance of Contract, which was o will be assessed on the Supplier, Subsuppliers or their employees i connection with performance of the Contract, an equitable adjustment of th Contract Price shall be made to fully take into account any such change b addition to the Contract Price or deduction there from, as the case may be, i accordance with GCC Clause 36 hereof.

D. Intellectual Property

15.	Copyright	15.1	The copyright in all drawings, documents and other materials containin data and information furnished to the Employer by the Supplier herein sha remain vested in the Supplier or, if they are furnished to the Employe directly or through the Supplier by any third party, including suppliers o materials, the copyright in such materials shall remain vested in such thir party.
16.	Confidential Information	16.1	The Employer and the Supplier shall keep confidential and shall no without the written consent of the other party hereto, divulge to any thir party any documents, data or other information furnished directly o indirectly by the other party hereto in connection with the Contract

			obtain from such Subsupplier(s) an undertaking of confidentiality similar t that imposed on the Supplier under this GCC Clause 16.
		16.2	The Employer shall not use such documents, data and other informatio received from the Supplier for any purpose other than the operation an maintenance of the Facilities. Similarly, the Supplier shall not use suc documents, data and other information received from the Employer for an purpose other than the design, procurement of Goods, construction or suc other work and services as are required for the performance of the Contract.
		16.3	The obligation of a party under GCC sub-Clauses 16.1 and 16.2 above however, shall not apply to that information which (a) now or hereafter enters the public domain through no fault of tha party (b) can be proven to have been possessed by that party at the time o disclosure and which was not previously obtained, directly o indirectly, from the other party hereto (c) otherwise lawfully becomes available to that party from a third part that has no obligation of confidentiality.
		16.4	The above provisions of this GCC Clause 16 shall not in any way modif any undertaking of confidentiality given by either of the parties hereto pric to the date of the Contract in respect of the Facilities or any part thereof.
		16.5	The provisions of this GCC Clause 16 shall survive termination, fo whatever reason, of the Contract.

E. Execution of the Facilities

17.	**Representatives**	17.1	<u>Project Manager</u> If the Project Manager is not named in the Contract, then within fourtee (14) days of the Effective Date, the Employer shall appoint and notify th Supplier in writing of the name of the Project Manager. The Employe may from time to time appoint some other person as the Project Manage in place of the person previously so appointed, and shall give a notice o the name of such other person to the Supplier without delay. No suc appointment shall be made at such a time or in such a manner as t impede the progress of work on the Facilities. Such appointment sha only take effect upon receipt of such notice by the Supplier. The Proje Manager shall represent and act for the Employer at all times during th currency of the Contract. All notices, instructions, orders, certificates approvals and all other communications under the Contract shall be give by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given b the Supplier to the Employer under the Contract shall be given to th

			Project Manager, except as herein otherwise provided.
		17.2	Supplier's Representative & Construction Manager 17.2.1 If the Supplier's Representative is not named in the Contract, ther within fourteen (14) days of the Effective Date, the Supplier shal appoint the Supplier's Representative and shall request th Employer in writing to approve the person so appointed. If th Employer makes no objection to the appointment within fourtee (14) days, the Supplier's Representative shall be deemed to hav been approved. If the Employer objects to the appointment withi fourteen (14) days giving the reason therefor, then the Supplier shal appoint a replacement within fourteen (14) days of such objectio and the foregoing provisions of this GCC sub-Clause 17.2.1 shal apply thereto. 17.2.2 The Supplier's Representative shall represent and act for th Supplier at all times during the currency of the Contract and shal give to the Project Manager all the Supplier's notices, instructions information and all other communications under the Contract. All notices, instructions, information and all other communications given b the Employer or the Project Manager to the Supplier under th Contract shall be given to the Supplier's Representative or, in it absence, its deputy, except as herein otherwise provided. The Supplier shall not revoke the appointment of the Supplier' Representative without the Employer's prior written consent, whic shall not be unreasonably withheld. If the Employer consent thereto, the Supplier shall appoint some other person as th Supplier's Representative, pursuant to the procedure set out in GC sub-Clause 17.2.1. 17.2.3 The Supplier's Representative may, subject to the approval of th Employer (which shall not be unreasonably withheld), at any tim delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at an time. Any such delegation or revocation shall be subject to a prio notice signed by the Supplier's Representative, and shall specify th powers, functions and authorities thereby delegated or revoked. N such delegation or revocation shall take effect unless and until copy thereof has been delivered to the Employer and the Projec Manager. Any act or exercise by any person of powers, functions an authorities so delegated to him or her in accordance with this GC sub-Clause 17.2.3 shall be deemed to be an act or exercise by th Supplier's Representative. 17.2.4 From the commencement of installation of the Facilities at the Si until Completion, the Supplier's Representative shall appoint suitable person as the construction manager (hereinafter referred t

			as "the Construction Manager"). The Construction Manager shal supervise all work done at the Site by the Supplier and shall b present at the Site throughout normal working hours except whe on leave, sick or absent for reasons connected with the prope performance of the Contract. Whenever the Construction Manage is absent from the Site, a suitable person shall be appointed to act a his or her deputy. 17.2.5 The Employer may by notice to the Supplier object to an representative or person employed by the Supplier in the executio of the Contract who, in the reasonable opinion of the Employer, ma behave inappropriately, may be incompetent or negligent, or ma commit a serious breach of the Site regulations provided under GC sub-Clause 22.3. The Employer shall provide evidence of the same whereupon the Supplier shall remove such person from th Facilities. 17.2.6 If any representative or person employed by the Supplier i removed in accordance with GCC sub-Clause 17.2.5, the Supplie shall, where required, promptly appoint a replacement.
18.	**Work Programme**	18.1	<u>Supplier's Organization</u> The Supplier shall supply to the Employer and the Project Manager a char showing the proposed organization to be established by the Supplier fo carrying out work on the Facilities. The chart shall include the identities o the key personnel together with the curricula vitae of such key personnel t be employed within twenty-one (21) days of the Effective Date. Th Supplier shall promptly inform the Employer and the Project Manager i writing of any revision or alteration of such an organization chart.
		18.2	<u>Programme of Performance</u> Within twenty-eight (28) days after the date of signing the Contrac Agreement, the Supplier shall prepare and submit to the Project Manager a detailed programme of performance of the Contract, made in the form specified in the SCC and showing the sequence in which it proposes t design, manufacture, transport, assemble, install and pre-commission th Facilities, as well as the date by which the Supplier reasonably requires tha the Employer shall have fulfilled its obligations under the Contract so as t enable the Supplier to execute the Contract in accordance with th programme and to achieve Completion, Commissioning and Acceptance o the Facilities in accordance with the Contract. The programme so submitte by the Supplier shall accord with the Time Schedule included in th corresponding Appendix (Time Schedule) to the Contract Agreement an any other dates and periods specified in the Contract. The Supplier shal update and revise the programme as and when appropriate or whe required by the Project Manager, but without modification in the Times fo Completion given in the SCC and any extension granted in accordance wit GCC Clause 40, and shall submit all such revisions to the Project Manager.

		18.3	Progress Report The Supplier shall monitor progress of all the activities specified in the programme referred to in GCC sub-Clause 18.2 above, and supply a progress report to the Project Manager every month. The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the programme, giving comments and likely consequences and stating the corrective action being taken.
		18.4	Progress of Performance If at any time the Supplier's actual progress falls behind the programme referred to in GCC sub-Clause 18.2, or it becomes apparent that it will so fall behind, the Supplier shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised programme taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC sub-Clause 8.2, any extension thereof entitled under GCC sub-Clause 40.1 or any extended period as may otherwise be agreed upon between the Employer and the Supplier.
		18.5	Work Procedures The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Sample Forms and Procedures of the Contract Documents. The Supplier may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.
19.	**Subcontracting**	19.1	The corresponding Appendix (List of Approved Subsuppliers) to the Contract Agreement specifies major items of supply or services and a list of approved Subsuppliers against each item, including vendors. Insofar as no Subsuppliers are listed against any such item, the Supplier shall prepare a list of Subsuppliers for such item for inclusion in such list. The Supplier may from time to time propose any addition to or deletion from any such list. The Supplier shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subsuppliers shall not relieve the Supplier from any of its obligations duties or responsibilities under the Contract.
		19.2	The Supplier shall select and employ its Subsuppliers for such major items from those listed in the lists referred to in GCC sub-Clause 19.1.
		19.3	For items or parts of the Facilities not specified in the corresponding Appendix (List of Approved Subsuppliers) to the Contract Agreement, the

			Supplier may employ such Subsuppliers as it may select, at its discretion.
20.	**Design and Engineering**	20.1	Specifications and Drawings 20.1.1 The Supplier shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract or where not so specified, in accordance with good engineering practice. The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Employer. 20.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.
		20.2	Codes and Standards Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 39.
		20.3	Approval/Review of Technical Documents by Project Manager 20.3.1 The Supplier shall prepare (or cause its Subsuppliers to prepare) and furnish to the Project Manager the documents listed in the corresponding Appendix (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and in accordance with the requirements of GCC sub-Clause 18.2 (Programme of Performance). Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof. GCC sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only. 20.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Supplier with its approval endorsed thereon

			or shall notify the Supplier in writing of its disapproval thereof and the reasons therefore and the modifications that the Project Manage proposes. If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager. 20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice. 20.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), whereupon the document shall be deemed to have been approved. 20.3.5 If any dispute or difference occurs between the Employer and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC sub-Clause 6.1 hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Employer has not given notice under GCC sub-Clause 6.1.2 hereof, then the Supplier shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly. 20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager. 20.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manageran amended document and obtained the Project Manager's approval thereof pursuant to the provisions of this GCC sub-Clause 20.3. If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC

			Clause 39 shall apply to such request.
21.	Procurement	21.1	Goods Subject to GCC sub-Clause 14.2, the Supplier shall manufacture or procure and transport all the Goods in an expeditious and orderly manner to the Site.
		21.2	Employer-Supplied Plant, Equipment, and Materials If the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery, equipment or materials to the Supplier, the following provisions shall apply: 21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Supplier at the time specified in the programme furnished by the Supplier, pursuant to GCC sub-Clause 18.2, unless otherwise mutually agreed. 21.2.2 Upon receipt of such item, the Supplier shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Supplier shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Supplier. The provision of this GCC sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired. 21.2.3 The foregoing responsibilities of the Supplier and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Supplier under any liability for any such shortage, defect or default whether under GCC Clause 27 or under any other provision of Contract.
		21.3	Transportation 21.3.1 The Supplier shall at its own risk and expense transport all the Goods and the Supplier's Equipment to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances. 21.3.2 Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods and the Supplier's Equipment. 21.3.3 Upon dispatch of each shipment of the Goods and the Supplier's Equipment, the Supplier shall notify the Employer by telex, cable facsimile or Electronic Data Interchange (EDI) of the description o

			the Goods and of the Supplier's Equipment, the point and means c dispatch, and the estimated time and point of arrival in the Unitec Republic of Tanzania, if applicable, and at the Site. The Supplie shall furnish the Employer with relevant shipping documents to b agreed upon between the parties. 21.3.4 The Supplier shall be responsible for obtaining, if necessary approvals from the authorities for transportation of the Goods anc the Supplier's Equipment to the Site. The Employer shall use it best endeavors in a timely and expeditious manner to assist th Supplier in obtaining such approvals, if requested by the Supplier The Supplier shall indemnify and hold harmless the Employer fron and against any claim for damage to roads, bridges or any othe traffic facilities that may be caused by the transport of the Good and the Supplier's Equipment to the Site.
		21.4	<u>Customs Clearance</u> The Supplier shall, at its own expense, handle all imported Goods anc Supplier's Equipment at the point(s) of import and shall handle an formalities for customs clearance, subject to the Employer's obligation under GCC sub-Clause 14.2, provided that if applicable laws or regulation require any application or act to be made by or in the name of the Employer the Employer shall take all necessary steps to comply with such laws o regulations. In the event of delays in customs clearance that are not the fa of the Supplier, the Supplier shall be entitled to an extension in the Time fo Completion, pursuant to GCC Clause 40.
22.	**Installation**	22.1	<u>Setting Out/Supervision/Labour</u> 22.1.1 *Bench Mark*: The Supplier shall be responsible for the true an proper setting-out of the Facilities in relation to bench mark reference marks and lines provided to it in writing by or on behalf c the Employer. If, at any time during the progress of installation of the Facilities, any erro shall appear in the position, level or alignment of the Facilities, th Supplier shall forthwith notify the Project Manager of such erro and, at its own expense, immediately rectify such erro to th reasonable satisfaction of the Project Manager. If such error is base on incorrect data provided in writing by or on behalf of th Employer, the expense of rectifying the same shall be borne by th Employer. 22.1.2 *Supplier's Supervision*: The Supplier shall give or provide a necessary superintendence during the installation of the Facilitie and the Construction Manager or its deputy shall be constantly c the Site to provide full-time superintendence of the installation. Th Supplier shall provide and employ only technical personnel who a skilled and experienced in their respective callings and supervisor staff who are competent to adequately supervise the work at hand.

			22.1.3 *Labour*: (a) The Supplier shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Supplier is encouraged to use local labour that has the necessary skills. (b) Unless otherwise provided in the Contract, the Supplier shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith. (c) The Supplier shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the United Republic of Tanzania and in the exact region where the Site is located. (d) The Supplier shall at its own expense provide the means of repatriation to all of its and its Subsupplier's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Supplier defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Supplier. (e) The Supplier shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subsuppliers. (f) The Supplier shall, in all dealings with its labour and the labour of its Subsuppliers currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.
		22.2	<u>Supplier's Equipment</u> 22.2.1 All Supplier's Equipment brought by the Supplier onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Supplier shall not remove the same from the Site without the Project Manager's consent that such Supplier's Equipment is no longer required for the execution of the Contract. 22.2.2 Unless otherwise specified in the Contract, upon completion of the

			Facilities, the Supplier shall remove from the Site all Equipmen brought by the Supplier onto the Site and any surplus material remaining thereon. 22.2.3 The Employer will, if requested, use its best endeavors to assist th Supplier in obtaining any local, state or national governmen permission required by the Supplier for the export of the Supplier's Equipment imported by the Supplier for use in the execution of th Contract that is no longer required for the execution of the Contract.
		22.3	Site Regulations and Safety The Employer and the Supplier shall establish Site regulations setting ou the rules to be observed in the execution of the Contract at the Site and shal comply therewith. The Supplier shall prepare and submit to the Employer with a copy to the Project Manager, proposed Site regulations for th Employer's approval, which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules i respect of security, safety of the Facilities, gate control, sanitation, medica care, and fire prevention.
		22.4	Opportunities for Other Suppliers 22.4.1 The Supplier shall, upon written request from the Employer or th Project Manager, give all reasonable opportunities for carrying ou the work to any other suppliers employed by the Employer on o near the Site. 22.4.2 If the Supplier, upon written request from the Employer or th Project Manager, makes available to other suppliers any roads o ways the maintenance for which the Supplier is responsible, permit the use by such other suppliers of the Supplier's Equipment, o provides any other service of whatsoever nature for such othe suppliers, the Employer shall fully compensate the Supplier for an loss or damage caused or occasioned by such other suppliers i respect of any such use or service, and shall pay to the Supplie reasonable remuneration for the use of such equipment or th provision of such services. 22.4.3 The Supplier shall also so arrange to perform its work as t minimize, to the extent possible, interference with the work of othe suppliers. The Project Manager shall determine the resolution o any difference or conflict that may arise between the Supplier an other suppliers and the workers of the Employer in regard to thei work. 22.4.4 The Supplier shall notify the Project Manager promptly of an defects in the other suppliers' work that come to its notice, and tha could affect the Supplier's work. The Project Manager shal determine the corrective measures, if any, required to rectify th situation after inspection of the Facilities. Decisions made by th

			Project Manager shall be binding on the Supplier.
		22.5	Emergency Work If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Supplier shall immediately carry out such work. If the Supplier is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Supplier in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Supplier was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Supplier to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.
		22.6	Site Clearance 22.6.1 *Site Clearance in Course of Performance*: In the course of carrying out the Contract, the SuppliershallkeeptheSite reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site and remove any Supplier's Equipment no longer required for execution of the Contract. 22.6.2 *Clearance of Site after Completion*: After Completion of all parts of the Facilities, the Supplier shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.
		22.7	Watching and Lighting The Supplier shall provide and maintain at its own expense alllighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
		22.8	Work at Night and on Holidays 22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the United Republic of Tanzania without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property when the Supplier shall immediately advise the Project Manager provided that provisions of this GCC sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

			22.8.2 Notwithstanding GCC sub-Clauses 22.8.1 or 22.1.3, if and when the Supplier considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.
23.	**Test and Inspection**	23.1	The Supplier shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Goods and any part of the Facilities as are specified in the Contract.
		23.2	The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
		23.3	Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.
		23.4	The Supplier shall provide the Project Manager with a certified report of the results of any such test and/or inspection. If the Employer or Project Manager (or their designated representatives) fail to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Supplier may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
		23.5	The Project Manager may require the Supplier to carry out any test and/or inspection not required by the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other

			under GCC sub-Clause 23.3.
		23.7	If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Goods o part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Adjudicator fo determination in accordance with GCC sub-Clause 6.1.
		23.8	The Supplier shall afford the Employer and the Project Manager, at th Employer's expense, access at any reasonable time to any place where th Goods are being manufactured or the Facilities are being installed, in orde to inspect the progress and the manner of manufacture or installation provided that the Project Manager shall give the Supplier a reasonable prio notice.
		23.9	The Supplier agrees that neither the execution of a test and/or inspection o Goods or any part of the Facilities, nor the attendance by the Employer o the Project Manager, nor the issue of any test certificate pursuant to GCC sub-Clause 23.4, shall release the Supplier from any other responsibilitie under the Contract.
		23.10	No part of the Facilities or foundations shall be covered up on the Sit without the Supplier carrying out any test and/or inspection require under the Contract. The Supplier shall give a reasonable notice to th Project Manager whenever any such ready or about to be ready for tes and/or inspection; such test and/or inspection and notice thereof shall b subject to the requirements of the Contract.
		23.11	The Supplier shall uncover any part of the Facilities or foundations, or shal make openings in or through the same as the Project Manager may fron time to time require at the Site, and shall reinstate and make good such par or parts. If any parts of the Facilities or foundations have been covered up at the Sit after compliance with the requirement of GCC sub-Clause 23.10 and ar found to be executed in accordance with the Contract, the expenses o uncovering, making openings in or through, reinstating, and making gooc the same shall be borne by the Employer, and the Time for Completio shall be reasonably adjusted to the extent that the Supplier has thereb been delayed or impeded in the performance of any of its obligations unde the Contract
24.	**Completion of the Facilities**	24.1	As soon as the Facilities or any part thereof has, in the opinion of th Supplier, been completed operationally and structurally and put in a tigh

			and clean condition as specified in the Technical Specifications, excludin minor items not materially affecting the operation or safety of the Facilities the Supplier shall so notify the Employer in writing.
		24.2	Within seven (7) days after receipt of the notice from the Supplier unde GCC sub-Clause 24.1, the Employer shall supply the operating an maintenance personnel specified in the corresponding Appendix (Scope o Works and Supply by the Employer) to the Contract Agreement for Pre commissioning of the Facilities or any part thereof. Pursuant to the corresponding Appendix (Scope of Works and Supply b the Employer) to the Contract Agreement, the Employer shall also provide within the said seven (7) day period, the raw materials, utilities, lubricants chemicals, catalysts, facilities, services and other matters required for Pre commissioning of the Facilities or any part thereof.
		24.3	As soon as reasonably practicable after the operating and maintenanc personnel have been supplied by the Employer and the raw materials utilities, lubricants, chemicals, catalysts, facilities, services and othe matters have been provided by the Employer in accordance with GCC sub Clause 24.2, the Supplier shall commence Pre-commissioning of th Facilities or the relevant part thereof in preparation for Commissioning.
		24.4	As soon as all works in respect of Pre-commissioning are completed and, i the opinion of the Supplier, the Facilities or any part thereof is ready fo Commissioning, the Supplier shall so notify the Project Manager in writing
		24.5	The Project Manager shall, within fourteen (14) days after receipt of th Supplier's notice under GCC sub-Clause 24.4, either issue a Completio Certificate in the form specified in the Sample Forms and Procedure section in the tendering documents, stating that the Facilities or that par thereof have reached Completion as of the date of the Supplier's notic under GCC sub-Clause 24.4, or notify the Supplier in writing of any defect and/or deficiencies. If the Project Manager notifies the Supplier of any defects and/o deficiencies, the Supplier shall then correct such defects and/o deficiencies, and shall repeat the procedure described in GCC sub-Claus 24.4. If the Project Manager is satisfied that the Facilities or that part there have reached Completion, the Project Manager shall, within seven (7) day after receipt of the Supplier's repeated notice, issue a Completio Certificate stating that the Facilities or that part thereof have reache Completion as of the date of the Supplier's repeated notice. If the Project Manager is not so satisfied, then it shall notify the Supplier i writing of any defects and/or deficiencies within seven (7) days aft receipt of the Supplier's repeated notice, and the above procedure shall b repeated.

		24.6	If the Project Manager fails to issue the Completion Certificate and fails t inform the Supplier of any defects and/or deficiencies within fourteen (14 days after receipt of the Supplier's notice under GCC sub-Clause 24.4 o within seven (7) days after receipt of the Supplier's repeated notice unde GCC sub-Clause 24.5, or if the Employer makes use of the Facilities or par thereof, then the Facilities or that part thereof shall be deemed to hav reached Completion as of the date of the Supplier's notice or repeate notice, or as of the Employer's use of the Facilities, as the case may be.
		24.7	As soon as possible after Completion, the Supplier shall complete al outstanding minor items so that the Facilities are fully in accordance wit the requirements of the Contract, failing which the Employer will undertak such completion and deduct the costs thereof from any monies owing to th Supplier.
		24.8	Upon Completion, the Employer shall be responsible for the care an custody of the Facilities or the relevant part thereof, together with the ris of loss or damage thereto, and shall thereafter take over the Facilities or th relevant part thereof.
25.	Commissioning and Operational Acceptance	25.1	Commissioning 25.1.1 Commissioning of the Facilities or any part thereof shall b commenced by the Supplier immediately after issue of th Completion Certificate by the Project Manager, pursuant to GC sub-Clause 24.5, or immediately after issue of the deeme Completion, under GCC sub-Clause 24.6. 25.1.2 The Employer shall supply the operating and maintenanc personnel and all raw materials, utilities, lubricants, chemicals catalysts, facilities, services and other matters required fo Commissioning.
		25.2	Guarantee Test 25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by th Supplier during Commissioning of the Facilities or the relevan part thereof to ascertain whether the Facilities or the relevant par can attain the Functional Guarantees specified in the Technica Specifications. The Supplier's and Project Manager's advisor personnel shall attend the Guarantee Test, and shall advise an assist the Employer. The Employer shall promptly provide th Supplier with such information as the Supplier may reasonabl require in relation to the conduct and results of the Guarantee Tes

			in the SCC or any other period agreed upon by the Employer and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC sub-Clauses 28.2 and 28.3 shall not apply.
		25.3	Operational Acceptance 25.3.1 Subject to GCC sub-Clause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Supplier within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC sub-Clause 25.2.2 above; or (c) the Supplier has paid the liquidated damages specified in GCC sub-Clause 28.3 hereof; and (d) any minor items mentioned in GCC sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed. 25.3.2 At any time after any of the events set out in GCC sub-Clause 25.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Tendering Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice. 25.3.3 The Project Manager shall, after consultation with the Employer and within seven (7) days after receipt of the Supplier's notice issue an Operational Acceptance Certificate. If within seven (7) days after receipt of the Supplier's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Supplier's said notice.
		25.4	Partial Acceptance 25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall b

			issued accordingly for each such part of the Facilities. 25.4.2 If a part of the Facilities comprises facilities such as buildings, fo which no Commissioning or Guarantee Test is required, then th Project Manager shall issue the Operational Acceptance Certificat for such facility when it attains Completion, provided that th Supplier shall thereafter complete any outstanding minor item that are listed in the Operational Acceptance Certificate.

F. Guarantees and Liabilities

26	**Completion Time Guarantee**	26.1	The Supplier guarantees that it shall attain Completion of the Facilities (or part for which a separate time for completion is specified in the SCC) with the Time for Completion specified in the SCC pursuant to GCC sub-Claus 8.2, or within such extended time to which the Supplier shall be entitled unde GCC Clause 40 hereof.
		26.2	If the Supplier fails to attain Completion of the Facilities or any part thereo within the Time for Completion or any extension thereof under GCC Claus 40, the Supplier shall pay to the Employer liquidated damages in the amoun specified in the SCC as a percentage rate of the Contract Price, or the relevan part thereof. The aggregate amount of such liquidated damages shall in n event exceed the amount specified as "Maximum" in the SCC. Once th "Maximum" is reached, the Employer may consider termination of th Contract, pursuant to GCC sub-Clause 42.2.2. Such payment shall completely satisfy the Supplier's obligation to attai Completion of the Facilities or the relevant part thereof within the Time fo Completion or any extension thereof under GCC Clause 40. The Supplie shall have no further liability whatsoever to the Employer in respect thereof. However, the payment of liquidated damages shall not in any way relieve th Supplier from any of its obligations to complete the Facilities or from an other obligations and liabilities of the Supplier under the Contract. Save for liquidated damages payable under this GCC sub-Clause 26.2, th failure by the Supplier to attain any milestone or other act, matter or thing b any date specified in the corresponding Appendix (Time Schedule) to th Contract Agreement and/or other programme of work prepared pursuant t GCC sub-Clause 18.2 shall not render the Supplier liable for any loss o damage thereby suffered by the Employer.
		26.3	If the Supplier attains Completion of the Facilities or any part thereof befo the Time for Completion or any extension thereof under GCC Clause 40, th Employer shall pay to the Supplier a bonus in the amount specified in th SCC. The aggregate amount of such bonus shall in no event exceed th amount specified as "Maximum" in the SCC.

27.	**Defect Liability**	27.1	The Supplier warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Goods supplied and of the work executed.
		27.2	The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof) whichever first occurs, unless specified otherwise in the SCC. If during the Defect Liability Period any defect should be found in the design engineering, materials and workmanship of the Goods supplied or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Supplier shall not be responsible for the repair, replacement or making good of any defect of any damage to the Facilities arising out of or resulting from any of the following causes:. (a) improper operation or maintenance of the Facilities by the Employer (b) operation of the Facilities outside specifications provided in the Contract (c) normal wear and tear.
		27.3	The Supplier's obligations under this GCC Clause 27 shall not apply to (a) any materials that are supplied by the Employer under GCC sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Supplier has disclaimed responsibility herein (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC sub-Clause 27.7.
		27.4	The Employer shall give the Supplier a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Supplier to inspect any such defect.
		27.5	The Employer shall afford the Supplier all necessary access to the Facilities and the Site to enable the Supplier to perform its obligations under this GCC

			Clause 27. The Supplier may, with the consent of the Employer, remove from the Site any Goods or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.
		27.6	If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Supplier a notice requiring that tests of the defective part of the Facilities shall be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests. If such part fails the tests, the Supplier shall carry out further repair replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Supplier.
		27.7	If the Supplier fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Supplier, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Supplier or may be deducted by the Employer from any monies due the Supplier or claimed under the Performance Security
		27.8	If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.
		27.9	Except as provided in GCC Clauses 27 and 33, the Supplier shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Goods design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Supplier.
		27.10	In addition, the Supplier shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC sub-Clause 27.2.

28.	Functional Guarantees	28.1	The Supplier guarantees that during the Guarantee Test, the Facilities and a parts thereof shall attain the Functional Guarantees specified in th corresponding Appendix (Functional Guarantees) to the Contract Agreemen subject to and upon the conditions therein specified.
		28.2	If, for reasons attributable to the Supplier, the minimum level of th Functional Guarantees specified in the corresponding Appendix (Functiona Guarantees) to the Contract Agreement are not met either in whole or in par the Supplier shall at its cost and expense make such changes, modification and/or additions to the Plant or any part thereof as may be necessary to mee at least the minimum level of such Guarantees. The Supplier shall notify th Employer upon completion of the necessary changes, modifications and/o additions, and shall request the Employer to repeat the Guarantee Test unti the minimum level of the Guarantees has been met. If the Supplier eventuall fails to meet the minimum level of Functional Guarantees, the Employer ma consider termination of the Contract, pursuant to GCC sub-Clause 42.2.2.
		28.3	If, for reasons attributable to the Supplier, the Functional Guarantees specifie in the corresponding Appendix (Functional Guarantees) to the Contrac Agreement are not attained either in whole or in part, but the minimum leve of the Functional Guarantees specified in the said Appendix to the Contrac Agreement is met, the Supplier shall, at the Supplier's option, either (a) make such changes, modifications and/or additions to the Facilities o any part thereof that are necessary to attain the Functional Guarantees a its cost and expense, and shall request the Employer to repeat th Guarantee Test or (b) pay liquidated damages to the Employer in respect of the failure to mee the Functional Guarantees in accordance with the provisions in th corresponding Appendix (Functional Guarantees) to the Contrac Agreement.
		28.4	The payment of liquidated damages under GCC sub-Clause 28.3, up to th limitation of liability specified in the SCC, shall completely satisfy th Supplier's guarantees under GCC sub-Clause 28.3, and the Supplier shall hav no further liability whatsoever to the Employer in respect thereof. Upon th payment of such liquidated damages by the Supplier, the Project Manage shall issue the Operational Acceptance Certificate for the Facilities or any par thereof in respect of which the liquidated damages have been so paid.
29.	Patent Indemnity	29.1	The Supplier shall, subject to the Employer's compliance with GCC sub

			of any patent, utility model, registered design, trademark, copyright or othe intellectual property right registered or otherwise existing at the date of th Contract by reason of: (a) the installation of the Facilities by the Supplier o the use of the Facilities in the United Republic of Tanzania; and (b) the sale o the products produced by the Facilities in United Republic of Tanzania. Such indemnity shall not cover any use of the Facilities or any part thereo other than for the purpose indicated by or to be reasonably inferred from th Contract, any infringement resulting from the use of the Facilities or any par thereof, or any products produced thereby in association or combination wit any other equipment, plant or materials not supplied by the Supplier pursuant to the Contract Agreement.
		29.2	If any proceedings are brought or any claim is made against the Employe arising out of the matters referred to in GCC sub-Clause 29.1, the Employe shall promptly give the Supplier a notice thereof, and the Supplier may at it own expense and in the Employer's name conduct such proceedings or clai and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Employer within twenty-eight (28) days afte receipt of such notice that it intends to conduct any such proceedings o claim, then the Employer shall be free to conduct the same on its own behalf Unless the Supplier has so failed to notify the Employer within the twenty eight (28) day period, the Employer shall make no admission that may b prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Supplier's request, afford all available assistanc to the Supplier in conducting such proceedings or claim, and shall b reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		29.3	The Employer shall indemnify and hold harmless the Supplier and it employees, officers and Subsuppliers from and against any and all suits actions or administrative proceedings, claims, demands, losses, damage costs, and expenses of whatsoever nature, including attorney's fees an expenses, which the Supplier may suffer as a result of any infringement o alleged infringement of any patent, utility model, registered desig trademark, copyright or other intellectual property right registered o otherwise existing at the date of the Contract arising out of or in connectio with any design, data, drawing, specification, or other documents o materials provided or designed by or on behalf of the Employer.
30.	**Limitation of Liability**	30.1	Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Employer, whether in contract, tor or otherwise, for any indirect or consequential loss or damage, loss o use, loss of production, or loss of profits or interest costs, provided tha this exclusion shall not apply to any obligation of the Supplier to pa liquidated damages to the Employer and (b) the aggregate liability of the Supplier to the Employer, whether under th Contract, in tort or otherwise, shall not exceed the total Contract Price

			provided that this limitation shall not apply to the cost of repairing o replacing defective equipment, or to any obligation of the Supplier t indemnify the Employer with respect to patent infringement.

G. Risk Distribution

31.	**Transfer of Ownership**	31.1	Ownership of the Goods (including spare parts) to be imported into th United Republic of Tanzania shall be transferred to the Employer upo loading on to the mode of transport to be used to convey the Goods fro the country of origin.
		31.2	Ownership of the Goods (including spare parts) procured in the Unite Republic of Tanzania where the Site is located shall be transferred to th Employer when the Goods are brought on to the Site.
		31.3	Ownership of the Supplier's Equipment used by the Supplier and it Subsuppliers in connection with the Contract shall remain with th Supplier or its Subsuppliers.
		31.4	Ownership of any Goods in excess of the requirements for the Facilitie shall revert to the Supplier upon Completion of the Facilities or at suc earlier time when the Employer and the Supplier agree that the Goods i question are no longer required for the Facilities.
		31.5	Notwithstanding the transfer of ownership of the Goods, the responsibilit for care and custody thereof together with the risk of loss or damage there shall remain with the Supplier pursuant to GCC Clause 32 (Care o Facilities) hereof until Completion of the Facilities or the part thereof i which such Goods are incorporated.
32.	**Care of Facilities**	32.1	The Supplier shall be responsible for the care and custody of the Facilitie or any part thereof until the date of Completion of the Facilities pursuant t GCC Clause 24 or, where the Contract provides for Completion of th Facilities in parts, until the date of Completion of the relevant part, an shall make good at its own cost any loss or damage that may occur to th Facilities or the relevant part thereof from any cause whatsoever durin such period. The Supplier shall also be responsible for any loss or damag to the Facilities caused by the Supplier or its Subsuppliers in the course o any work carried out, pursuant to GCC Clause 27. Notwithstanding th foregoing, the Supplier shall not be liable for any loss or damage to th Facilities or that part thereof caused by reason of any of the matter specified or referred to in paragraphs (a), (b) and (c) of GCC sub-Clause 32.2 and 38.1.
		32.2	If any loss or damage occurs to the Facilities or any part thereof or to th

			Supplier's temporary facilities by reason of (a) (insofar as they relate to the United Republic of Tanzania, where th Site is located) nuclear reaction, nuclear radiation, radioactiv contamination, pressure wave caused by aircraft or other aerial object or any other occurrences that an experienced supplier could nc reasonably foresee, or if reasonably foreseeable could not reasonabl make provision for or insure against, insofar as such risks are nc normally insurable on the insurance market and are mentioned in th general exclusions of the policy of insurance, including War Risks an Political Risks, taken out under GCC Clause 34 hereof (b) any use or occupation by the Employer or any third party (other than Subsupplier) authorized by the Employer of any part of the Facilities (c) any use of or reliance upon any design, data or specification provide or designated by or on behalf of the Employer, or any such matter fo which the Supplier has disclaimed responsibility herein, the Employer shall pay to the Supplier all sums payable in respect of th Facilities executed, notwithstanding that the same be lost, destroyed o damaged, and will pay to the Supplier the replacement value of al temporary facilities and all parts thereof lost, destroyed or damaged. If th Employer requests the Supplier in writing to make good any loss o damage to the Facilities thereby occasioned, the Supplier shall make goo the same at the cost of the Employer in accordance with GCC Clause 39. I the Employer does not request the Supplier in writing to make good an loss or damage to the Facilities thereby occasioned, the Employer shal either request a change in accordance with GCC Clause 39, excluding th performance of that part of the Facilities thereby lost, destroyed o damaged, or, where the loss or damage affects a substantial part of th Facilities, the Employer shall terminate the Contract pursuant to GCC sub Clause 42.1 hereof
		32.3	The Supplier shall be liable for any loss of or damage to any Supplier Equipment, or any other property of the Supplier used or intended to b used for purposes of the Facilities, except (i) as mentioned in GCC sub Clause 32.2 (with respect to the Supplier's temporary facilities), and (ii where such loss or damage arises by reason of any of the matters specifie in GCC sub-Clauses 32.2 (b) and (c) and 38.1.
		32.4	With respect to any loss or damage caused to the Facilities or any par thereof or to the Supplier's Equipment by reason of any of the matter specified in GCC sub-Clause 38.1, the provisions of GCC sub-Clause 38.3 shall apply.
33.	**Loss of or Damage to Property; Accident or Injury to Work[illegible], Indemnification**	33.1	Subject to GCC sub-Clause 33.3, the Supplier shall indemnify and hol harmless the Employer and its employees and officers from and agains any and all suits, actions or administrative proceedings, claims, demand losses, damages, costs, and expenses of whatsoever nature, includin attorney's fees and expenses, in respect of the death or injury of any perso or loss of or damage to any property (other than the Facilities whethe accepted or not), arising in connection with the supply and installation o

			the Facilities and by reason of the negligence of the Supplier or it Subsuppliers, or their employees, officers or agents, except any injury death or property damage caused by the negligence of the Employer, it suppliers, employees, officers or agents.
		33.2	If any proceedings are brought or any claim is made against the Employe that might subject the Supplier to liability under GCC sub-Clause 33.1, th Employer shall promptly give the Supplier a notice thereof and th Supplier may at its own expense and in the Employer's name conduct suc proceedings or claim and any negotiations for the settlement of any suc proceedings or claim. If the Supplier fails to notify the Employer within twenty-eight (28) day after receipt of such notice that it intends to conduct any such proceeding or claim, then the Employer shall be free to conduct the same on its ow behalf. Unless the Supplier has so failed to notify the Employer within th twenty-eight (28) day period, the Employer shall make no admission tha may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Supplier's request, afford all available assistanc to the Supplier in conducting such proceedings or claim, and shall b reimbursed by the Supplier for all reasonable expenses incurred in s doing.
		33.3	The Employer shall indemnify and hold harmless the Supplier and it employees, officers and Subsuppliers from any liability for loss of o damage to property of the Employer, other than the Facilities not yet take over, that is caused by fire, explosion or any other perils, in excess of th amount recoverable from insurances procured under GCC Clause 34 provided that such fire, explosion or other perils were not caused by an act or failure of the Supplier.
		33.4	The party entitled to the benefit of an indemnity under this GCC Clause 3 shall take all reasonable measures to mitigate any loss or damage whic has occurred. If the party fails to take such measures, the other party' liabilities shall be correspondingly reduced.
34.	**Insurance**	34.1	To the extent specified in the corresponding Appendix (Insuranc Requirements) to the Contract Agreement, the Supplier shall at its expens take out and maintain in effect, or cause to be taken out and maintained i effect, during the performance of the Contract, the insurances set fort below in the sums and with the deductibles and other conditions specifie in the said Appendix. The identity of the insurers and the form of th policies shall be subject to the approval of the Employer, who should no unreasonably withhold such approval. (a) Cargo Insurance During Transport Covering loss or damage occurring while in transit from the Supplier' or Subsupplier's works or stores until arrival at the Site, to the Good

			(including spare parts therefore) and to the Supplier's Equipment. (b) Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurrin prior to Completion of the Facilities, with an extended maintenanc coverage for the Supplier's liability in respect of any loss or damag occurring during the Defect Liability Period while the Supplier is o the Site for the purpose of performing its obligations during the Defec Liability Period. (c) Third Party Liability Insurance Covering bodily injury or death suffered by third parties (including th Employer's personnel) and loss of or damage to property occurring i connection with the supply and installation of the Facilities. (d) Automobile Liability Insurance Covering use of all vehicles used by the Supplier or its Subsupplier (whether or not owned by them) in connection with the execution o the Contract. (e) Workers' Compensation In accordance with the statutory requirements applicable in Unite Republic of Tanzania. (f) Employer's Liability In accordance with the statutory requirements applicable in Unite Republic of Tanzania. (g) Other Insurances Such other insurances as may be specifically agreed upon by th parties hereto as listed in the said the corresponding Appendix.
		34.2	The Employer shall be named as co-insured under all insurance polici taken out by the Supplier pursuant to GCC sub-Clause 34.1, except for t Third Party Liability, Workers' Compensation and Employer's Liabili Insurances, and the Supplier's Subsuppliers shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GC sub-Clause 34.1 except for the Cargo Insurance During Transport, Worke Compensation and Employer's Liability Insurances. All insurer's rights subrogation against such co-insured's for losses or claims arising out of t performance of the Contract shall be waived under such policies.
		34.3	The Supplier shall, in accordance with the provisions of the correspondi Appendix (Insurance Requirements) to the Contract Agreement, deliver the Employer certificates of insurance (or copies of the insurance polici

			as evidence that the required policies are in full force and effect. Th certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or materia modification of a policy.
		34.4	The Supplier shall ensure that, where applicable, its Subsupplier(s) shal take out and maintain in effect adequate insurance policies for thei personnel and vehicles and for work executed by them under the Contract unless such Subsuppliers are covered by the policies taken out by th Supplier.
		34.5	The Employer shall at its expense take out and maintain in effect during th performance of the Contract those insurances specified in th corresponding Appendix (Insurance Requirements) to the Contrac Agreement, in the sums and with the deductibles and other condition specified in the said Appendix. The Supplier and the Supplier' Subsuppliers shall be named as co-insured's under all such policies. Al insurers' rights of subrogation against such co-insured's for losses or claim arising out of the performance of the Contract shall be waived under suc policies. The Employer shall deliver to the Supplier satisfactory evidenc that the required insurances are in full force and effect. The policies sha provide that not less than twenty-one (21) days' notices shall be given t the Supplier by all insurers prior to any cancellation or materia modification of the policies. If so, requested by the Supplier, the Employe shall provide copies of the policies taken out by the Employer under thi GCC sub-Clause 34.5.
		34.6	If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC sub-Clause 34.1, the Employer may take out an maintain in effect any such insurances and may from time to time dedu from any amount due the Supplier under the Contract any premium th the Employer shall have paid to the insurer, or may otherwise recover suc amount as a debt due from the Supplier. If the Employer fails to take o and/or maintain in effect the insurances referred to in GCC 34.5, t Supplier may take out and maintain in effect any such insurances and m from time to time deduct from any amount due the Employer under t Contract any premium that the Supplier shall have paid to the insurer, may otherwise recover such amount as a debt due from the Employer. the Supplier fails to or is unable to take out and maintain in effect any su Supplier shall nevertheless have no liability

		34.7	Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Supplier. The Employer shall give to the Supplier all such reasonable assistance as may be required by the Supplier. With respect to insurance claims in which the Employer's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Supplier's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.
35.	**Unforeseen Conditions**	35.1	If, during the execution of the Contract, the Supplier shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced supplier on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Supplier determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Supplier shall promptly, and before performing additional work or using additional Goods or Supplier's Equipment, notify the Project Manager in writing of (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen (b) the additional work and/or Goods and/or Supplier's Equipment required, including the steps which the Supplier will or proposes to take to overcome such conditions or obstructions (c) the extent of the anticipated delay (d) the additional cost and expense that the Supplier is likely to incur. On receiving any notice from the Supplier under this GCC sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Supplier and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Supplier, with a copy

			following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC sub-Clause 35.1 shall be paid by the Employer to the Supplier as an addition to the Contract Price.
		35.3	If the Supplier is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40.
36.	Change in Laws and Regulations	36.1	If, after the date twenty-eight (28) days prior to the date of Tender submission, in the United Republic of Tanzania, any law, regulation ordinance, order or by-law having the force of law is enacted, promulgated abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the SCC.
37.	Force Majeure	37.1	Force majeure shall include, without limitation, the following: (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority (d) strike, sabotage, lockout, embargo, import restriction, port congestion lack of usual means of public transportation and communication industrial dispute, shipwreck, shortage or restriction of power supply epidemics, quarantine and plague (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster (f) shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.

		37.2	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then i shall notify the other in writing of the occurrence of such event and th circumstances thereof within fourteen (14) days after the occurrence of such event.
		37.3	The party who has given such notice shall be excused from th performance or punctual performance of its obligations under the Contrac for so long as the relevant event of Force Majeure continues and to th extent that such party's performance is prevented, hindered or delayed The Time for Completion shall be extended in accordance with GC Clause 40.
		37.4	The party or parties affected by the event of Force Majeure shall us reasonable efforts to mitigate the effect thereof upon its or thei performance of the Contract and to fulfill its or their obligations under th Contract, but without prejudice to either party's right to terminate th Contract under GCC sub-Clauses 37.6 and 38.5.
		37.5	No delay or nonperformance by either party hereto caused by th occurrence of any event of Force Majeure shall (a) constitute a default or breach of the Contract (b) (subject to GCC sub-Clauses 32.2, 38.3 and 38.4) give rise to any clai for damages or additional cost or expense occasioned thereby if and to the extent that such delay or nonperformance is caused by th occurrence of an event of Force Majeure.
		37.6	If the performance of the Contract is substantially prevented, hindered o delayed for a single period of more than sixty (60) days or an aggregat period of more than one hundred and twenty (120) days on account of on or more events of Force Majeure during the currency of the Contract, th parties will attempt to develop a mutually satisfactory solution, failin which either party may terminate the Contract by giving a notice to th other, but without prejudice to either party's right to terminate th Contract under GCC sub-Clause 38.5.
		37.7	In the event of termination pursuant to GCC sub-Clause 37.6, the rights an obligations of the Employer and the Supplier shall be as specified in GC sub-Clauses 42.1.2 and 42.1.3.
		37.8	Notwithstanding GCC sub-Clause 37.5, Force Majeure shall not apply

			any obligation of the Employer to make payments to the Supplier herein.
38.	**War Risks**	38.1	"War Risks" shall mean any event specified in paragraphs (a) and (b) o GCC sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell grenade or other projectile, missile, munitions or explosive of war, occurrin or existing in or near the United Republic of Tanzania where the Site i located.
		38.2	Notwithstanding anything contained in the Contract, the Supplier shal have no liability whatsoever for or with respect to (a) destruction of or damage to Facilities, Goods, or any part thereof (b) destruction of or damage to property of the Employer or any thir party (c) injury or loss of life if such destruction, damage, injury or loss of life is caused by any Wa Risks, and the Employer shall indemnify and hold the Supplier harmles from and against any and all claims, liabilities, actions, lawsuits, damages costs, charges or expenses arising in consequence of or in connection witl the same.
		38.3	If the Facilities or any Goods or Supplier's Equipment or any other propert of the Supplier used or intended to be used for the purposes of th Facilities shall sustain destruction or damage by reason of any War Risks the Employer shall pay the Supplier for (a) any part of the Facilities or the Goods so destroyed or damaged (to th extent not already paid for by the Employer) (b) replacing or making good any Supplier's Equipment or other propert of the Supplier so destroyed or damaged (c) replacing or making good any such destruction or damage to th Facilities or the Goods or any part thereof so far as may be required b the Employer, and as may be necessary for completion of the Facilities. If the Employer does not require the Supplier to replace or make good an such destruction or damage to the Facilities, the Employer shall eithe request a change in accordance with GCC Clause 39, excluding th performance of that part of the Facilities thereby destroyed or damaged or where the loss, destruction or damage affects a substantial part of th Facilities, shall terminate the Contract, pursuant to GCC sub-Clause 42.1.
		38.4	Notwithstanding anything contained in the Contract, the Employer shal pay the Supplier for any increased costs or incidentals to the execution o the Contract that are in any way attributable to, consequent on, resultin from, or in any way connected with any War Risks, provided that th Supplier shall as soon as practicable notify the Employer in writing of an

			such increased cost.
		38.5	If during the performance of the Contract any War Risks shall occur tha financially or otherwise materially affect the execution of the Contract by the Supplier, the Supplier shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subsuppliers' personnel engaged in the work on the Facilities, provided however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
		38.6	In the event of termination pursuant to GCC sub-Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Supplier shall be specified in GCC sub-Clauses 42.1.2 and 42.1.3.

H. Change in Contract Elements

39.	**Change in the Facilities**	39.1	Introducing a Change 39.1.1 Subject to GCC sub-Clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Supplier from time to time during the performance of the Contract to make any change, modification addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract. 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Supplier, provided that the Employer shall approve any Change proposed by the Supplier to ensure the safety of the Facilities. 39.1.3 Notwithstanding GCC sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed t

			be a Change, and such change shall not result in any adjustment o the Contract Price or the Time for Completion. 39.1.4 The procedure on how to proceed with and execute Changes i specified in GCC sub-Clauses 39.2 and 39.3, and further details anc sample forms are provided in the Sample Forms and Procedure section in the Tendering Documents.
		39.2	Changes Originating from Employer 39.2.1 If the Employer proposes a Change pursuant to GCC sub-Claus 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manage as soon as reasonably practicable a "Change Proposal," which shal include the following: (a) brief description of the Change (b) effect on the Time for Completion (c) estimated cost of the Change (d) effect on Functional Guarantees (if any) (e) effect on any other provisions of the Contract. 39.2.2 Prior to preparing and submitting the "Change Proposal," th Supplier shall submit to the Project Manager an "Estimate fo Change Proposal," which shall be an estimate of the cost of preparin and submitting the Change Proposal. Upon receipt of the Supplier's Estimate for Change Proposal, the Employe shall do one of the following: (a) accept the Supplier's estimate with instructions to the Supplier t proceed with the preparation of the Change Proposal (b) advise the Supplier of any part of its Estimate for Change Proposa that is unacceptable and request the Supplier to review its estimate (c) advise the Supplier that the Employer does not intend to proceec with the Change. 39.2.3 Upon receipt of the Employer's instruction to proceed under GC sub-Clause 39.2.2 (a), the Supplier shall, with proper expeditior proceed with the preparation of the Change Proposal, in accordanc with GCC sub-Clause 39.2.1. 39.2.4 The pricing of any Change shall, as far as practicable, be calculated accordance with the rates and prices included in the Contract. such rates and prices are inequitable, the parties thereto shall agr on specific rates for the valuation of the Change.

39.2.5 If before or during the preparation of the Change Proposal i becomes apparent that the aggregate effect of compliance therewitl and with all other Change Orders that have already become bindin upon the Supplier under this GCC Clause 39 would be to increase o decrease the Contract Price as originally set forth in Article ' (Contract Price) of the Contract Agreement by more than fifteer percent (15%), the Supplier may give a written notice of objectio thereto prior to furnishing the Change Proposal as aforesaid. If th Employer accepts the Supplier's objection, the Employer shal withdraw the proposed Change and shall notify the Supplier i writing thereof.

The Supplier's failure to so object shall neither affect its right to object to an subsequent requested Changes or Change Orders herein, nor affect its righ to take into account, when making such subsequent objection, the percentag increase or decrease in the Contract Price that any Change not objected to b the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Employer and the Supplie shall mutually agree upon all matters therein contained. Withi fourteen (14) days after such agreement, the Employer shall, if i intends to proceed with the Change, issue the Supplier with Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, i shall notify the Supplier with details of when the Supplier can expect decision.

If the Employer decides not to proceed with the Change for whatever reason it shall, within the said period of fourteen (14) days, notify the Supplie accordingly. Under such circumstances, the Supplier shall be entitled t reimbursement of all costs reasonably incurred by it in the preparation of th Change Proposal, provided that these do not exceed the amount given by th Supplier in its Estimate for Change Proposal submitted in accordance wit GCC sub-Clause 39.2.2.

39.2.7 If the Employer and the Supplier cannot reach agreement on th price for the Change, an equitable adjustment to the Time fo Completion, or any other matters identified in the Change Proposal the Employer may nevertheless instruct the Supplier to proceed wit the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Supplier shal immediately proceed with effecting the Changes covered by such Order. Th parties shall thereafter attempt to reach agreement on the outstanding issue under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date o issue of the Pending Agreement Change Order, then the matter may b referred to the Adjudicator in accordance with the provisions of GCC sub Clause 6.1.

		39.3	Changes Originating from Supplier 39.3.1 If the Supplier proposes a Change pursuant to GCC sub-Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC sub-Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC sub-Clauses 39.2.6 and 39.2.7. However, should the Employer choose not to proceed, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal.
40.	**Extension of Time for Completion**	40.1	The Time(s) for Completion specified in the SCC shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: (a) any Change in the Facilities as provided in GCC Clause 39 (b) any occurrence of Force Majeure as provided in GCC Clause 37, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC sub-Clause 32.2 (c) any suspension order given by the Employer under GCC Clause 41 hereof or reduction in the rate of progress pursuant to GCC sub-Clause 41.2 or (d) any changes in laws and regulations as provided in GCC Clause 36 or (e) any default or breach of the Contract by the Employer, specifically including failure to supply the items listed in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement, or any activity, act or omission of any other suppliers employed by the Employer or (f) any other matter specifically mentioned in the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
		40.2	Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Employer's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to an Adjudicator, pursuant to GCC sub-Clause 6.1.
		40.3	The Supplier shall at all times use its reasonable efforts to minimize any delay

			in the performance of its obligations under the Contract.
41.	**Suspension**	41.1	The Employer may request the Project Manager, by notice to the Supplier, to order the Supplier to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Supplier shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager. If, by virtue of a suspension order given by the Project Manager, other than by reason of the Supplier's default or breach of the Contract, the Supplier's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Supplier may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 excluding the performance of the suspended obligations from the Contract. If the Employer fails to do so within such period, the Supplier may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GCC sub-Clause 42.1.
		41.2	If: (a) the Employer has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract the Supplier may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice or (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access

			rate of progress.
		41.3	If the Supplier's performance of its obligations is suspended or the rate o progress is reduced pursuant to this GCC Clause 41, then the Time fo Completion shall be extended in accordance with GCC sub-Clause 40.1, anc any and all additional costs or expenses incurred by the Supplier as a resul of such suspension or reduction shall be paid by the Employer to th Supplier in addition to the Contract Price, except in the case of suspensio order or reduction in the rate of progress by reason of the Supplier's defaul or breach of the Contract.
		41.4	During the period of suspension, the Supplier shall not remove from the Sit any Goods, any part of the Facilities or any Supplier's Equipment, withou the prior written consent of the Employer.
42.	Termination	42.1	Termination for Employer's Convenience 42.1.1 The Employer may at any time terminate the Contract for any reaso by giving the Supplier a notice of termination that refers to this GC sub-Clause 42.1. 42.1.2 Upon receipt of the notice of termination under GCC sub-Claus 42.1.1, the Supplier shall either immediately or upon the dat specified in the notice of termination (a) cease all further work, except for such work as the Employe may specify in the notice of termination for the sole purpose o protecting that part of the Facilities already executed, or an work required to leave the Site in a clean and safe condition (b) terminate all subcontracts, except those to be assigned to th Employer pursuant to paragraph (d) (ii) below (c) remove all Supplier's Equipment from the Site, repatriate th Supplier's and its Subsuppliers' personnel from the Site, remov from the Site any wreckage, rubbish and debris of any kind, anc leave the whole of the Site in a clean and safe condition (d) In addition, the Supplier, subject to the payment specified i GCC sub-Clause 42.1.3, shall (i) deliver to the Employer the parts of the Facilities executec by the Supplier up to the date of termination (ii) to the extent legally possible, assign to the Employer al right, title and benefit of the Supplier to the Facilities anc to the Goods as of the date of termination, and, as may b required by the Employer, in any subcontracts conclude between the Supplier and its Subsuppliers (iii) Deliver to the Employer all non-proprietary drawing specifications and other documents prepared by th Supplier or its Subsuppliers as at the date of termination i

			connection with the Facilities. 42.1.3 In the event of termination of the Contract under GCC sub-Clause 42.1.1, the Employer shall pay to the Supplier the following amounts: (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Supplier as of the date of termination (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Site and in the repatriation of the Supplier's and its Subsuppliers' personnel (c) any amounts to be paid by the Supplier to its Subsuppliers in connection with the termination of any subcontracts, including any cancellation charges (d) costs incurred by the Supplier in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC sub-Clause 42.1.2 (e) The cost of satisfying all other obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.
		42.2	<u>Termination for Supplier's Default</u> 42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Supplier, referring to this GCC sub-Clause 42.2: (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43. (c) if the Supplier, in the judgment of the Employer has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract. For the purpose of this paragraph: i. "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of

public officer in the procurement process or contrac execution;

ii. "coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose o influencing improperly the action or that party in connectio with public procurement or in furtherance of corrupt practic or fraudulent practice;

iii. collusive practices" means impairing or harming, o threatening to impair or harm directly or indirectly, any par or the property of the Party for the purpose of influencing improperly the action or a part or in connection with publi procurement or government contracting or in furtherance of corrupt practice or a Fraudulent Practice

iv. "fraudulent practice" means a misrepresentation of facts i order to influence a procurement process or the execution of contract to the detriment of the Government or a public bod and includes collusive practices among tenderers, prior to o after submission designed to establish tender prices a artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

v. "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

42.2.2 If the Supplier

(a) has abandoned or repudiated the Contract

(b) has without valid reason failed to commence work on th Facilities promptly or has suspended (other than pursuant t GCC sub-Clause 41.2) the progress of Contract performance fo more than twenty-eight (28) days after receiving a writte instruction from the Employer to proceed

(c) persistently fails to execute the Contract in accordance with th Contract or persistently neglects to carry out its obligation under the Contract without just cause

(d) refuses or is unable to provide sufficient materials, services labor to execute and complete the Facilities in the mann specified in the programme furnished under GCC sub-Claus 18.2 at rates of progress that give reasonable assurance to t Employer that the Supplier can attain Completion of t Facilities by the Time for Completion as extended, then t Employer may, without prejudice to any other rights it ma possess under the Contract, give a notice to the Supplier stati the nature of the default and requiring the Supplier to remed the same. If the Supplier fails to remedy or to take steps remedy the same within fourteen (14) days of its receipt of su notice, then the Employer may terminate the Contract forthwi by giving a notice of termination to the Supplier that refers this GCC sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC sub-Clause 42.2.1 or 42.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination,

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

(c) deliver to the Employer the parts of the Facilities executed by the Supplier up to the date of termination

(d) to the extent legally possible, assign to the Employer all right title and benefit of the Supplier to the Facilities and to the Goods as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Supplier and its Subsuppliers

(e) Deliver to the Employer all drawings, specifications and other documents prepared by the Supplier or its Subsuppliers as of the date of termination in connection with the Facilities.

42.2.4 The Employer may enter upon the Site, expel the Supplier, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Supplier over the same, take over and use with the payment of a fair rental rate to the Supplier, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Supplier's Equipment owned by the Supplier and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the Site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC sub-Clause 42.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Goods

			this Contract. 42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC sub-Clause 42.2.5, the Supplier shall pay the balance to the Employer and if such excess is less than the sums due the Supplier under GCC sub-Clause 42.2.5, the Employer shall pay the balance to the Supplier The Employer and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.
		42.3	<u>Termination by Supplier</u> 42.3.1 If (a) the Employer has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the corresponding Appendix (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Supplier may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice, or (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Supplier may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28 days of the said notice, the Supplier may by a further notice to

			the Employer referring to this GCC sub-Clause 42.3.1, forthwith terminate the Contract. 42.3.2 The Supplier may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt. 42.3.3 If the Contract is terminated under GCC sub-Clauses 42.3.1 or 42.3.2 then the Supplier shall immediately (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) (c) Remove all Supplier's Equipment from the Site and repatriate the Supplier's and its Subsuppliers' personnel from the Site. (d) In addition, the Supplier, subject to the payment specified in GCC sub-Clause 42.3.4, shall (i) deliver to the Employer the parts of the Facilities executed by the Supplier up to the date of termination (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Supplier to the Facilities and to the Goods as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Supplier and its Subsuppliers (iii) Deliver to the Employer all drawings, specifications and other documents prepared by the Supplier or its Subsuppliers as of the date of termination in connection with the Facilities. 42.3.4 If the Contract is terminated under GCC sub-Clauses 42.3.1 or 42.3.2 the Employer shall pay to the Supplier all payments specified in GCC sub-Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of in connection with or in consequence of such termination. 42.3.5 Termination by the Supplier pursuant to this GCC sub-Clause 42.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC sub-Clause 42.3.

		42.4	In this GCC Clause 42, the expression "Facilities executed" shall include al work executed, Installation Services provided, and all Goods acquired (o subject to a legally binding obligation to purchase) by the Supplier and usec or intended to be used for the purpose of the Facilities, up to and including the date of termination.
		42.5	In this GCC Clause 42, in calculating any monies due from the Employer to th Supplier, account shall be taken of any sum previously paid by the Employer t the Supplier under the Contract, including any advance payment paid pursuan to the corresponding Appendix (Terms and Procedures of Payment) to th Contract Agreement.
43.	Assignment	43.1	Neither the Employer nor the Supplier shall, without the express prior writte consent of the other party (which consent shall not be unreasonabl withheld), assign to any third party the Contract or any part thereof, or an right, benefit, obligation or interest therein or thereunder, except that th Supplier shall be entitled to assign either absolutely or by way of charge an monies due and payable to it or that may become due and payable to it unde the Contract.

SCHEDULE OF REQUIREMENTS

S/N	EQUIPMENT	BMC	CHATO	MWZ	SIMIYU	SHINYANGA	MUSOMA	GEITA	TOTAL	NEGOTIATED PRICE	TOTAL
1	BED PANS (CHINA)	0	0	0	0	0	0	10	10	53,900	539,000
2	CHEETLE FORCEPS AND JAR (CHINA)	0	0	0	0	4	0	0	4	11,760.00	47,040
3	CHEST CATHETER (CHINA)	0	0	0	50	200	15	20	285	2,940.00	837,900
4	C-SECTION SET (CHINA)	0	0	0	0	1	2	0	3	681,100.00	2,043,300
5	DELIVERY SET (INDIA)	0	0	0	5	4	4	2	15	196,000.00	2,940,000
6	DILATATION AND CURRATAGE SET(INDIA)	0	0	0	0	1	2	0	3	238,140.00	714,420
7	DRESSING SET (CHINA)	0	0	5	10	0	0	15	30	225,400.00	6,762,000
8	GYNECOLOGICAL SET (CHINA)	0	0	0	3	4	0	0	7	294,000.00	2,058,000
9	LAPARATOMY SET(CHINA)	0	0	1	2	1	2	5	11	784,000.00	8,624,000
10	STERILLIZATION DRUM (INDIA)	0	0	4	5	12	0	5	26	73,500.00	1,911,000
11	SUTURE SET (INDIA)	10	0	0	0	8	0	0	18	196,000.00	3,528,000
12	VACCUM EXTRACTOR MANUAL (INDIA)	0	0	0	1	0	0	0	1	250,000.00	250,000
13	VAGINAL SPECULUM (INDIA)	0	0	0	0	0	0	5	5	17,640.00	88,200
14	MAGILL FORCEPS (INDIA)	0	0	6	7	20	9	8	50	33,320.00	1,666,000
15	UNDERWATER SEAL DRAINAGE (INDIA)	0	0	5	20	50	20	10	105	50,960.00	5,350,800
16	URINOS (INDIA)	0	0	0	0	0	0	10	10	15,680.00	156,800
17	DENTAL SET (INDIA)	0	0	1	2	2	1	1	7	597,800.00	4,184,600
	TOTAL										**41,701,060**

BUGANDO MEDICAL CENTRE

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	SUTURE SET (INDIA)	10	196,000	1,960,000
	TOTAL			1,960,000

SEKOU TOURE REFERRAL HOSPITAL

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	DRESSING SET (CHINA)	5	225,400.00	1,127,000.00
2	LAPARATOMY SET(CHINA)	1	784,000.00	784,000.00
3	STERILLIZATION DRUM (INDIA)	4	73,500.00	294,000.00
4	MAGILL FORCEPS (INDIA)	6	33,320.00	199,920.00
5	UNDERWATER SEAL DRAINAGE (INDIA)	5	50,960.00	254,800.00
6	DENTAL SET (INDIA)	1	597,800.00	597,800.00
				3,257,520.00

SIMIYU REGIONAL REFERRAL HOSPITAL

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	CHEST CATHETER (CHINA)	50	2,940.00	147,000.00
2	DELIVERY SET (INDIA)	5	196,000.00	980,000.00
3	DRESSING SET (CHINA)	10	225,400.00	2,254,000.00
4	GYNECOLOGICAL SET (CHINA)	3	294,000.00	882,000.00
5	LAPARATOMY SET(CHINA)	2	784,000.00	1,568,000.00
6	STERILLIZATION DRUM (INDIA)	5	73,500.00	367,500.00
7	VACCUM EXTRACTOR MANUAL (INDIA)	1	250,000.00	250,000.00
8	MAGILL FORCEPS (INDIA)	7	33,320.00	233.240.00
9	UNDERWATER SEAL DRAINAGE (INDIA)	20	50,960.00	1,019,200.00
10	DENTAL SET (INDIA)	2	597,800.00	1,195,600.00
	TOTAL			8,896,540.00

SHINYANGA REGIONAL REFERRAL HOSPITAL

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	CHEETLE FORCEPS AND JAR (CHINA)	4	11,760.00	47,040.00
2	CHEST CATHETER (CHINA)	200	2,940.00	588,000.00
3	C-SECTION SET (CHINA)	1	681,100.00	681,100.00
4	DELIVERY SET (INDIA)	4	196,000.00	784,000.00
5	DILATATION AND CURRATAGE SET(INDIA)	1	238,140.00	238,140.00
6	GYNECOLOGICAL SET (CHINA)	4	294,000.00	1,176,000.00
7	LAPARATOMY SET(CHINA)	1	784,000.00	784,000.00
8	STERILLIZATION DRUM (INDIA)	12	73,500.00	882,000.00
9	SUTURE SET (INDIA)	8	196,000.00	1,568,000.00
10	MAGILL FORCEPS (INDIA)	20	33,320.00	666,400.00
11	UNDERWATER SEAL DRAINAGE (INDIA)	50	50,960.00	2,548,000.00
12	DENTAL SET (INDIA)	2	597,800.00	1,195,600.00
	TOTAL			11,158,280.00

MUSOMA REGIONAL REFERRAL HOSPITAL

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	CHEST CATHETER (CHINA)	15	2,940.00	44,100.00
2	C-SECTION SET (CHINA)	2	681,100.00	1,362,200.00
3	DELIVERY SET (INDIA)	4	196,000.00	784,000.00
4	DILATATION AND CURRATAGE SET(INDIA)	2	238,140.00	476,280.00
5	LAPARATOMY SET(CHINA)	2	784,000.00	1,568,000.00
6	MAGILL FORCEPS (INDIA)	9	33,320.00	299,880.00
7	UNDERWATER SEAL DRAINAGE (INDIA)	20	50,960.00	1,019,200.00
8	DENTAL SET (INDIA)	1	597,800.00	597,800.00
	TOTAL			6,151,460.00

GEITA REGIONAL REFERRAL HOSPITAL

S/N	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	BED PANS (CHINA)	10	53,900	539,000.00
2	CHEST CATHETER (CHINA)	20	2,940.00	58,800.00
3	DELIVERY SET (INDIA)	2	196,000.00	392,000.00
4	DRESSING SET (CHINA)	15	225,400.00	3,381,000.00
5	LAPARATOMY SET(CHINA)	5	784,000.00	3,920,000.00
6	STERILLIZATION DRUM (INDIA)	5	73,500.00	367,500.00
7	VAGINAL SPECULUM (INDIA)	5	17,640.00	88,200.00
8	MAGILL FORCEPS (INDIA)	8	33,320.00	266,560.00
9	UNDERWATER SEAL DRAINAGE (INDIA)	10	50,960.00	509,600.00
10	URINOS (INDIA)	10	15,680.00	156,800.00
11	DENTAL SET (INDIA)	1	597,800.00	597,800.00
	TOTAL			10,277,260.00

TECHNICAL SPECIFICATIONS

S/N	DESCRIPTION ITEMS	SPECIFICATIONS
1	MAGILLS FORCEPS	Made from stainless steel and can be disinfected and sterilized Twin-bladed tong-like forceps Handles for gripping by the user Rounded ends for grasping Oblique angle between handles and blades to prevent obstruction of the view of the airway during use. Sizes for Adult and Child use
2	UNDERWATER SEAL DRAINAGE	Bottle with 2 chambers and an overall capacity of 2000ml. a) Small chamber 500ml with clearly-marked Prime Level (water seal = 200ml). Permits an accurate measure for the first 500ml, which is important

		for children. Adjustable, graduated straw. Screw cap with rubber gasket, used to secure water seal tightness.
3	**STERILLIZATION DRUM**	Drum, sterilizing, 340mm diameter. Technical Specifications : Cylindrical container used to sterilize dressing materials, surgical instruments, surgical gowns, towels and other reusable medical devices, in a steam sterilizer (autoclave), and to keep them as sterile products for medical activities.
4	**C-SECTION SET**	Mayo Scissors 17cm TC Straight 01 Pcs • Mayo Scissors 17cm TC Curved 01 Pcs • Mayo Hager Needle Holder 16cm TC 01 Pcs • Heaney Needle Holder 21cm TC 01 Pcs • Scalpel Handle #4 01 Pcs • Blades for Scalpel Handle #4 04 Pcs • Dissection Forceps 16cm 01 Pcs • Tissue Forceps 1:2 16cm 01 Pcs • Dissection Forceps 1:2 20cm 01 Pcs • Kelly Forceps 14cm Straight 06 Pcs • Kelly Forceps 14cm Curved 06 Pcs • Crile Forceps 1:2 14cm 02 Pcs • Allis Tissue Forceps 4:5 16cm 01 Pcs • Backhaus Towel Forceps 13cm 04 Pcs • Doyen Retractor 50x85mm 25cm 01 Pcs • Kelly Retractor 65x50mm 26cm 01 Pcs • Forster Sponge Forceps 25cm 02 Pcs • Instruments Box with Lid 01 Pcs Technical Specifications: • Material: Japanese Stainless Steel • Ultrasonic Cleaned: Yes

		• Re-useable: Yes • Grade: Premium OR • Latex : Latex Free • Sterility: Non-Sterile • Tests Performed: Boil Test, Performance Test, Shape Test • Packing: Individually Packed • QC Passed: Yes
5	**DELIVERY SET**	t should consist of the following items 1 Kidney dish Stainless steel 1 2 Straight Artery forceps-Crile 2 3 Gallipot Stainless steel 1 4 Dissecting forceps 2 5 Bowl 1 6 Sponge holding forceps Rampley 1 7 Needle holder 1 8 Mayo Scissors 6 9 Cusco Speculum 1 10 Perforated sterilizing Box According to the size
6	**CHEETLE FORCEPS AND JAR**	Made of stainless steel
7	**BED PANS**	Made of stainless steel, wide sitting area and front cutting out to allow for correct positioning.
8	**CHEST CARTHETER**	• Specially designed for rapid non operative pleural and chest drainage. • Super smooth kink resistance tubing ensures uniform

		flowrate. • Catheter without Trocar: Atraumatic, soft rounded. Open distal end with six lateral eyes for non-traumatic insertion. • Catheter with Trocar: Atraumatic, soft rounded, Open Distal end with two lateral eyes for non-traumatic insertion. • Cross side eyes to prevent tissue aspiration. • Large smooth drainage eyes for efficient drainage. • Proximal end is fitted with tapered connector for easy connection to drainage bottle. • X-ray opaque line provided throughout the length of catheter.
9	**DRESSING SET**	KIDNEY DISH, medium, 250x140x40mm, stainless steel 1 XSINMEDI030614 SCISSORS, 14.5 cm, sharp-blunt, straight 1 XSINMEDI060434 FORCEPS, DRESSING, BLANK, 14.5 cm, atraumatic serration 1 XSINMEDI160614 FORCEPS, PEAN, 14 cm, serrated jaws, half way 1
10	**DILATATION AND CURRATAGE SET**	PHOTOMACROGRAPHIC SCALE, 105 Mm, L-Shaped, Plastic 1 KIDNEY DISH, Medium, 250x140x40mm, Stainless Steel 1 SCISSORS, MAYO, 17 Cm, Curved 1 FORCEPS, TOWEL CLAMP, BACKAUS, 13 Cm 6 FORCEPS, SPONGE, FOERSTER, 24cm, Serrated Jaws, Straight 2 Speculum-Retr., Kallmorgen, Size 1 / 70x40mm, Set Of 2, Vag. 1 Speculum-Retr., Kallmorgen, Size 2/ 90x40mm, Set Of 2, Vag. 1 SPECULUM, AUVARD, 240 X 75 X 38 Mm, Vaginal, With Weight 1 DILATATOR, UTERINE, HEGAR, Double-Ended, Set Of

		8 Dilatators 1 SOUND, UTERINE, SIMS, 32 Cm, Rigid 1 FORCEPS, SEIZING, POZZI, 25 Cm, Tenaculum, Straight 2 FORCEPS, SEIZING, KELLY, OVARY, 32 Cm, 18 Mm Jaws, Curved 1 CURETTE, UTERINE, RECAMIER, 8 Mm Wide, Rigid, Sharp 1 CURETTE, UTERINE, RECAMIER, 11 Mm Wide, Rigid, Sharp 1 CURETTE, UTERINE, RECAMIER, 14 Mm Wide, Rigid, Sharp 1 CURETTE, UTERINE, RECAMIER, 8 Mm Wide, Rigid, Blunt 1 CURETTE, UTERINE, RECAMIER, 11 Mm Wide, Rigid, Blunt 1 CURETTE, UTERINE, RECAMIER, 14 Mm Wide, Rigid, Blunt 1 CURETTE, UTERINE, RECAMIER, 16 Mm Wide, Rigid, Blunt 1 CURETTE, UTERINE, RECAMIER, 20 Mm Wide, Rigid, Blunt 1 BASKET, STERILIZING, 480 X 255x 100mm, + Lid 1
11	**DENTAL SET**	
12	**LAPARATOMY SET**	• 1 Mayo Scissors 6.75" Straight T.C • 1 Mayo Scissors 6.75" Curved T.C • 1 Metzenbaum Scissors 7.00" Curved T.C • 1 Mayo Hegar Needle Holder 6.00" T.C • 1 Yankauer Suction Tube

		• 3 Scalpel (Knife) Handle # 3 With 100 Surgical Blade # 10 • 3 Scalpel (Knife) Handle # 4 With 100 Surgical Blade # 20 • 3 Operating Scissors 5.50″ Straight Sharp/Blunt • 2 Thumb Dressing Forceps 5.50″ • 2 Tissue Forceps 5.50″ 1×2 Teeth • 3 Adson Dressing Forceps 4.75″ Serrated • 3 Pcs Adson Tissue Forceps 4.75″ 1×2 Teeth • 3 Pcs Russian Tissue Forceps 6″ • 3 Pcs Dressing Forceps 7″ • 3 Tissue Forceps 7.00″ 1×2 Teeth • 6 Pcs Halsted Mosquito Forceps 5.00″ Straight • 6 Pcs Halsted Mosquito Forceps 5.00″ Curved • 6 Pcs Kelly Forceps 5.50″ Straight • 12 Pcs Kelly Forceps 5.50″ Curved • 6 Pcs Rochester-Pean Forceps 6.25″ Curved • 3 Pcs Rochester Pean Forceps 8.00″ Curved • 4 Pcs Rochester Ochsner Forceps 6.25″ Str 1×2 Teeth • 3 Mixter Forceps 9.00″ • 10 Pcs Backhaus Towel Clamp 5.25″ • 3 Pcs Foerster Sponge Forceps 9.50″ Str Serrated • 1 Pcs Pool Suction Tube • 1 Pcs U.S Army Retractor Set Of 2 Pcs. • 1 Pcs Deaver Retractor 1″ X 12″ • 1 Pcs Deaver Retractor 2″ X 12″ • 1 Richardson Retractor • 1 Pcs Kelly Retractor • 2 Pcs Allis Tissue Forceps 6.00″ 4×5 Teeth • 2 Pcs Allis Tissue Forceps 10.00″

		• 3 Mixter Forceps 9.00″ • 10 Pcs Backhaus Towel Clamp 5.25″ • 3 Pcs Foerster Sponge Forceps 9.50″ Str Serrated • 1 Pcs Pool Suction Tube • 1 Pcs U.S Army Retractor Set Of 2 Pcs. • 1 Pcs Deaver Retractor 1″ X 12″ • 1 Pcs Deaver Retractor 2″ X 12″ • 1 Richardson Retractor • 1 Pcs Kelly Retractor • 2 Pcs Allis Tissue Forceps 6.00″ 4×5 Teeth • 2 Pcs Allis Tissue Forceps 10.00″ • 2 Pcs Babcock Tissue Forceps 6.25″ • 2 Pcs Babcock Tissue Forceps 9.25″ • 2 Pcs Debakey Tissue Forceps 8″
13	**SUTURE SET**	**Suturing set** with CSR wrap includes 3-compartment tray, 6/each 8-ply 4" x 4" (10 x 10 cm) gauze, 13" x 19" (33 x 48 cm) poly-backed white towel, fenestrated drape, Adson thumb forceps with 1x2 teeth, curved Iris scissors, 5" (13 cm) curved Mosquito forceps, and Webster needle holder
14	**VACCUM EXTRACTOR MANUAL**	
15	**VAGINAL SPECULUM**	Cuscos. Double beaked, **vaginal speculum** self-retaining. Blade length: approximately 95mm. Blade width: approximately 35mm. Made of stainless steel. Sizes: Extra Small - Small - Medium - Large
16	**URINOS**	Made of stainless steel Size: Pediatric and adult sizes

PAYMENT SCHEDULE

S/N	DESCRIPTION	PERIOD	PERCENTAGE
1	After full delivery of the items mentioned	45 days after signing the contract	60%
2	After full installation, testing, commission, inspection and training.	45 days	40%
3	Warranty and maintenance	Two (2) year warranty and three year (3) year for maintenance	0%

IN WITNESS WHEREOF, the **Supplier** and the **Purchaser** have dully executed these presents in the manner and on the respective dates hereinafter appearing.

SEALED with the **COMMON SEAL** of the said
BUGANDO MEDICAL CENTRE (BMC)
And **delivered at MWANZA** in the presence
Of us this 18 day of JAN 2022.

DIRECTOR GENERAL
BUGANDO MEDICAL CENTRE
P. O. Box 1370 MWANZA

.....

COMMON SEAL

Name: DR FABIAN A. [illegible] BUGANDO MEDICAL CENTRE
Signature: .....
Postal Address: BMC MWANZA
Designation: DR

Name (Witness): Cornelius H. Ntungwa
Signature: .....
Postal address: Box 1370 MWZ
Designation: ADVOCATE

Advocate, Notary Public & Commissioner for Oaths
P.O. Box 1370, MWANZA

Name: DR. MFAUME S. KIBWANA GEITA REFERAL HOSPITAL
Signature: .....
Postal Address: 40 GEITA
Designation: MEDICAL OFFICER IN-CHARGE

GEITA REGIONAL HOSPITAL
MEDICAL OFFICER INCHARGE
P.O. Box 40.
GEITA.

Name: DR BAHATI MSAKI SEKOU-TOURE REFERAL
Signature: ..... HOSPITAL
Postal Address: 132 MWANZA
Designation: MOI

S.L.P 132, MWANZA

Name: Dr. Mike Mdimbo .....SIMIYU REFERAL HOSPITAL
Signature: .....
Postal Address: P. Box [illegible]
Designation: MS

MEDICAL OFFICER IN-CHARGE
SIMIYU REGIONAL REFERRAL
HOSPITAL

Name: DR. LYLIA JOHN ..... SHINYANGA REFERAL HOSPITAL
Signature: .....
Postal Address: Box 17 .....
Designation: MOI .....

MEDICAL OFFICER INCHARGE
SHINYANGA RRH BOX 1
05 JAN 2022

Name: OSMOND MEHAT ..... MUSOMA REFERAL HOSPITAL
Signature: .....
Postal Address: .....
Designation: MOI .....

MEDICAL OFFICER INCHARGE
MUSOMA REGIONAL REFERAL
HOSPITAL - MARA
P. O. BOX 21, MUSOMA

SEALED with the **COMMON SEAL** of the said

M/S ANUDHA LIMITED.

And **delivered** at MWANZA

In the presence of us this..... Day of..... 2022

ANUDHA LTD.
P. O. Box 5982
DAR-ES-SALAAM
TEL: 2120747
FAX: 2126490

COMMON SEAL

Name: Anurag Hassija .....
Signature: .....
Postal Address: .....
Designation: Director .....

Name (Witness): Victor Mhoro .....
Signature: .....
Postal Address: 315 Dsm .....
Designation: Advocate .....

VICTOR MHORO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O.Box 315, DAR-ES-SALAAM