

FEBRUARY, 2022

M/s KEDA (Tanzania) Ceramic Company, Limited of P.o. Box 61701
Dar es Salaam

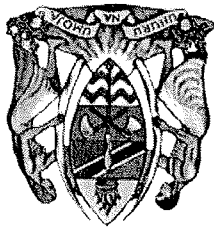
AND

PRIME MINISTERS OFFICE LABOUR, YOUTH, EMPLOYMENT AND PERSONS
WITH DISABILITY
P.O Box 2890,
40480 DODOMA.

BETWEEN

CONTRACT NO. ME/026/2021/2022/G/21 Lot No.2

SUPPLY OF TILES



FOR

CONTRACT

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1. Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between Prime Minister's Office Labour, Youth, Employment and Persons with Disability, P.O. Box 2890, 40480 Dodoma of Tanzania (hereinafter called "the Procuring Entity") of the one part and M/s KEDA (Tanzania) Ceramic Company. Limited of P.O. Box 61701 Dar es Salaam (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz., **Supply of Tiles under Contract No. ME/026/2021/2022/G/21 under Lot No.03 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tzs.492,435,240.00 (Tanzanian Shilling Four Hundred and Ninety-Two Million Four Thirty-Five Thousand Two Hundred Forty Hundred Only). VAT Inclusive (hereinafter called "the Contract Price").**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Form of Tender and the Price Schedule submitted by the Tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity's Notification of Award.
- (g) the Supplier's Acceptance letter

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

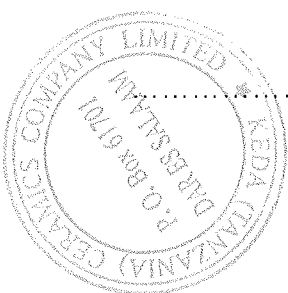
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Witness to the signatures of the Supplier:

[Signature]

[Signature]

Procurring Entity)

Signed, sealed, delivered by Yasser Alfar the G.M (for the



Witness to the signatures of the Procurring Entity:

Carne George

[Signature]

Procurring Entity)

Signed, sealed, delivered by Imad A.K the PS (for the

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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A: THE FORM OF TENDER AND THE PRICE SCHEDULE SUBMITTED BY THE TENDERER

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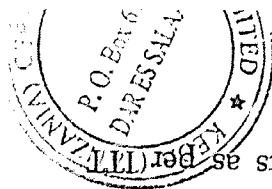
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Clause 3 of the Tendering Documents

We certify/confirm that we comply with the eligibility requirements as stated in Clause 3 of the Tendering Documents. We understand that you are not bound to accept the lowest or any tender you may receive.

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

<u>Name and address of agent</u>	<u>Amount and currency</u>	<u>Purpose</u> of
Commissioner Or recipientnone.....none.....
(if none state "none")none.....none.....

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

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

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 17.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Having examined the Tendering Documents including Addenda Nos: [N/A], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply TILES with reference to tender no; ME/026/2021/2022/G/21 LOT NO.3 in conformity with the said Tendering Documents for the sum of three hundred sixty one million nine hundred seventy three thousand and seven hundred sixty only (361,973,760) or such other sums as may be ascertained in accordance with the Schedule of Prices attached here with and made part of this Tender.

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

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

We agree to abide by this Tender for the Tender Validity Period specified in Clause 17.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

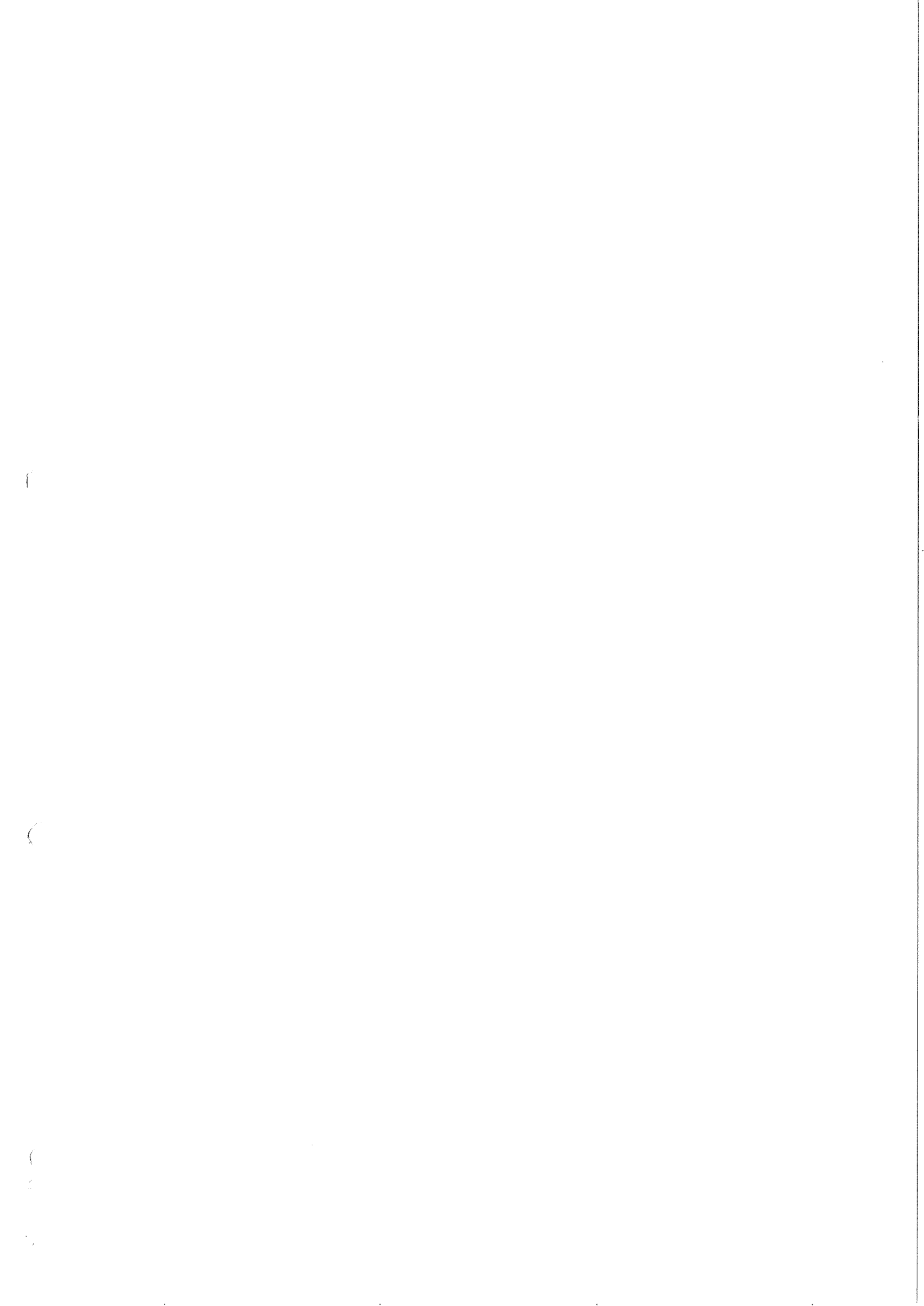
Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United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

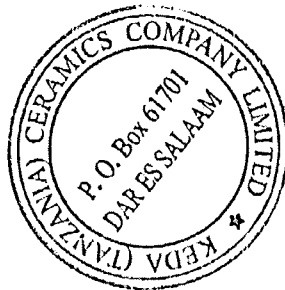
The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract:-

To: Gentlemen and/or Ladies:

Date: 2nd March 2022

1. Form of Tender





Duly authorized to sign Tender for and on behalf of KEDA (T) CERAMICS CO LTD

SALES MANAGER
[In the capacity of]

ANG CHU TAN

[Signature]

(Name)

Dated this 2nd day of March 2022

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B: THE SCHEDULE OF REQUIREMENTS

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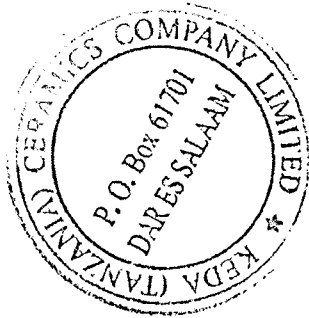
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Date on 2nd day of March 2022.

Duly authorized to sign the Tender for and behalf of KEDA (T) CERAMICS CO LTD

Name *TANG CHURAN* in capacity *Sales Manager* Signature of Tender..... *[Signature]*

TYPE	DESCRIPTION OF ITEM	PROPOSED MODEL	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	DELIVERY TIMELINE
TYPE 1	FLOOR TILES NON SLIPPERY CERAMIC 400 X 400, THICKNESS OF 6MM, 12PCS/CTN, 1.92M2 /CTN	FGP	CTNS	9248	33120	306293760	DELIVERY ON CUSTOMER SIDE.
TYPE 2	FLOOR TILES NON SLIPPERY CERAMIC 300 X 300, THICKNESS OF 6MM, 17PCS/CTN, 1.53M2 /CTN	FG/FGP	CTNS	53	21360	1132080	DELIVERY ON CUSTOMER SIDE.
TYPE 3	WALL TILES SLIPPERY CERAMIC 200 X 300, THICKNESS OF 6MM, 25PCS/CTN, 1.1M2/C TN	CPT	CTNS	3318	16440	54547920	DELIVERY ON CUSTOMER SIDE.
SUB TOTAL						306,757,423.73	
VAT (18%)						55,216,336.27	
GRAND TOTAL						361,973,760.00	

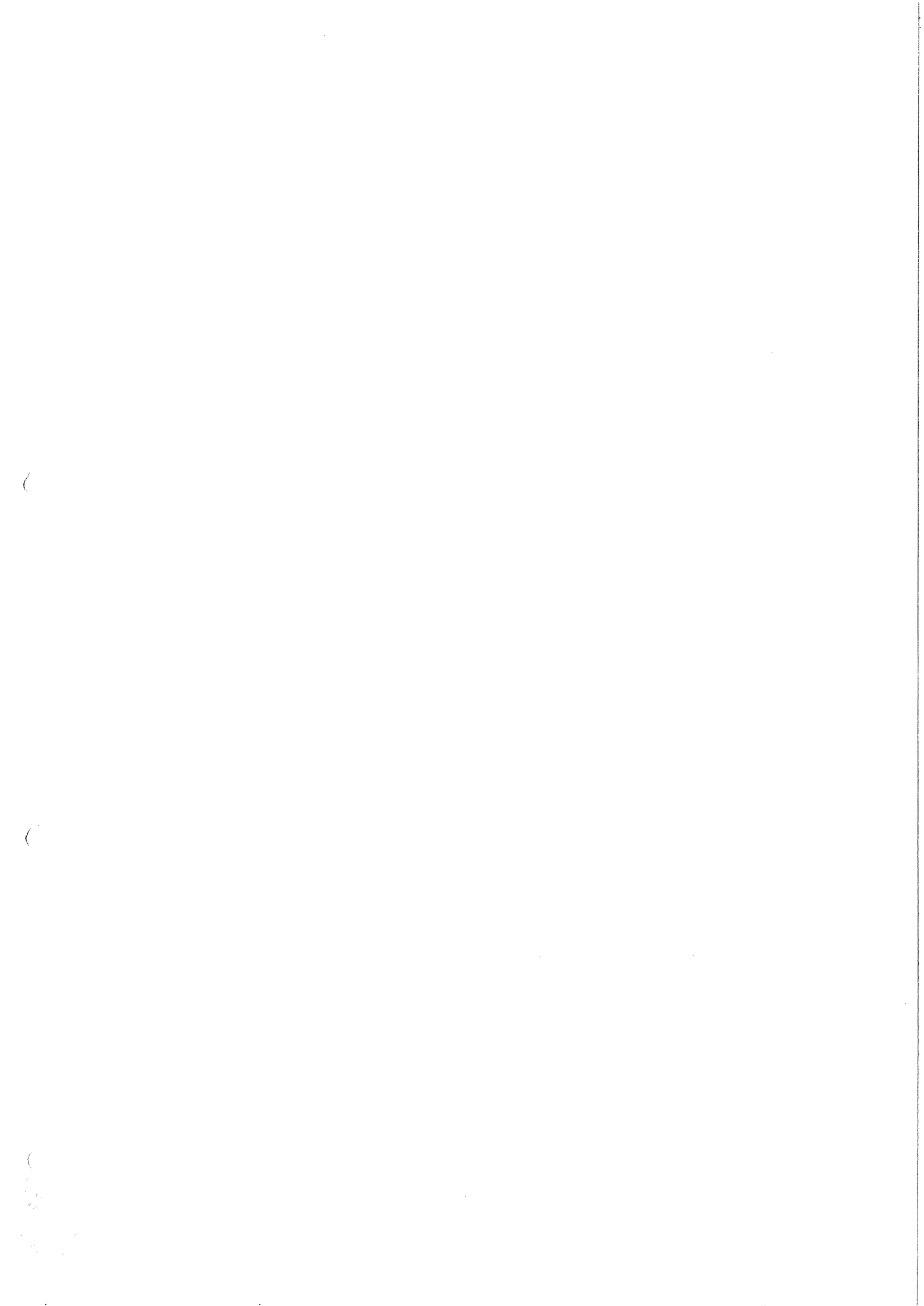
TENDER NO. ME/026/2021/2022/G/21 lot No.1, 2, 3, 4, 5
 FOR
 SUPPLY OF CERAMIC TILES, FOR PROPOSED CONSTRUCTION OF VOCATIONAL AND REHABILITATION TRAINING CENTRE FOR PMO
 OFFICE LABOUR, YOUTH, EMPLOYMENT AND PERSONS WITH DISABILITY (IMWANZA KIGOMA, DAR ES SALAAM, SINGIDA, TABORA,
 MTWARA, SONGWEE AND TANGA)

PRICE SCHEDULE

Schedule of Requirements

SUPPLY OF PORCELAIN TILES Lot No.3

S/N	Description of Items	Unit of Measure	Qty	NEW CONSTRUCTION						REHABILITATION				DELIVERY SCHEDULE
				Kisesa Mwanza	Songwe Mbeya	Kasulu Kigoma	Masiwani Tanga	Mtapika - Mtwara	Yombo DSM	Singida	Tabora			
1	Porcelain tiles as per equal and approved specification fixed to backing with adhesives and pointed with tile grout: 400 x 400mm x 9mm thick Porcelain floor tiles (1.92 Sqm/Box)	Box	9,248	2080	2080	2080	414	523	815	608	648			Four Week After Contract Signing
2	Skirting (25 No Per Box) 600mm long	Box	971	179	179	179	48	61	90	65	170			Four Week After Contract Signing
3	300 x 300 x 8 mm thick laid to falls and cross falls sloping not exceeding 15 degrees from horizontal	Box	53	0	0	0	0	0	0	0	53			Four Week After Contract Signing
4	200 x 300mm x 9mm thick ceramic wall tiles (0.97 Sqm/Box)	Box	3,318	793	793	793	245	220	235	52	187			Four Week After Contract Signing
5	TRANSPORTATION COST													



KEDA (TANZANIA) CERAMICS CO., LTD

Add: G3, Ubungo Business Park, Morogoro Road, Dar es salaam, Tanzania. P.O.Box: 61701

TIN: 129-099-453

Proforma Invoice

TO: PERMANENT SECRETARY

PRIME MINISTER OFFICE-DODOMA.

INVOICE NO.: 1
 INVOICE DATE: 18-2-2022

TIN

P. O. BOX 980

ADDRESS

TENDER NO. ME/026/2021/2022/G/21 Lot No.1, 2, 3, 4, 5

PAYMENT: 100% PAYMENT VIA BANK BEFORE DELIVERY OF THE GOODS

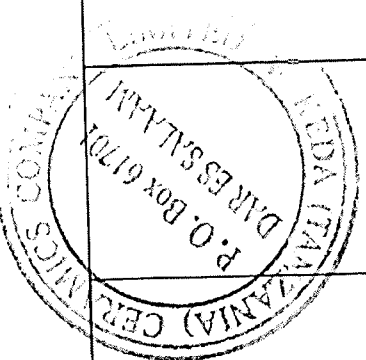
ACCOUNT NAME: KEDA (TANZANIA) CERAMICS CO., LTD
 ACCOUNT NUMBER: 015028577700
 Bank Name: CRDB BANK PLC
 Bank code: CORUTZTZX
 CURRENCY: TZS

CHEQUE PAYMENTS ARE NOT ACCEPTED
 THIS PROFORMA IS VALID WITHIN SEVEN DAYS ONLY.
 TRANSPORT IS ON CUSTOMERS SIDE

For floor tiles 400 x 400 and 300 x 300 we have ceramic ones with 6mm thickness.
 A thickness.
 B For wall tiles 200 x 300 we have of 1.5sqm per box with 6mm thickness.

REMARKS

Commodities Description	Description	(CTNS)	(TSH/TAX INCLUSIVE)	(KGS)	Marks	
					QTY 1	Total Amount
FLOOR TILES NON SLIPPERY CERAMIC 400X400MM THICKNESS 6MM, 12PCS/CTN, 1.92M2/CTN		9248.00	33,120.00	306,293,760.00	277440.00	40*40 FGP
FLOOR TILES NON SLIPPERY 300X300MM THICKNESS 6MM, 17PCS/CTN, 1.53M2/CTN		53.00	21,360.00	1,132,080.00	1245.50	30*30 FG
WALL TILES CERAMIC SLIPPERY 200X300MM THICKNESS 6MM, 1.25PCS/CTN, 1.5M2/CTN		3318.00	16,440.00	54,547,920.00	54747.00	20*30 GPT
G.TOTAL				361,973,760.00	333432.50	



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C: THE TECHNICAL SPECIFICATIONS

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SUPPLY OF TILES Lot No.3

Item No.	Technical specification required including applicable standards(size, unit, Measurement)		Compliance of specification offered
<i>B</i>			<i>c</i>
	Porcelain tiles as per equal and approved specification fixed to backing with adhesives and pointed with tile grout:		
1.	400 x 400mm x 9mm thick Porcelain floor tiles (1.92 Sqm/Box)		
2.	Skirting (25 No Per Box) 600mm long		
3.	300 x 300 x 8 mm thick laid to falls and cross falls sloping not exceeding 15 degrees from horizontal		
4.	200 x 300mm x 9mm thick ceramic wall tiles (0.97 Sqm/Box)		

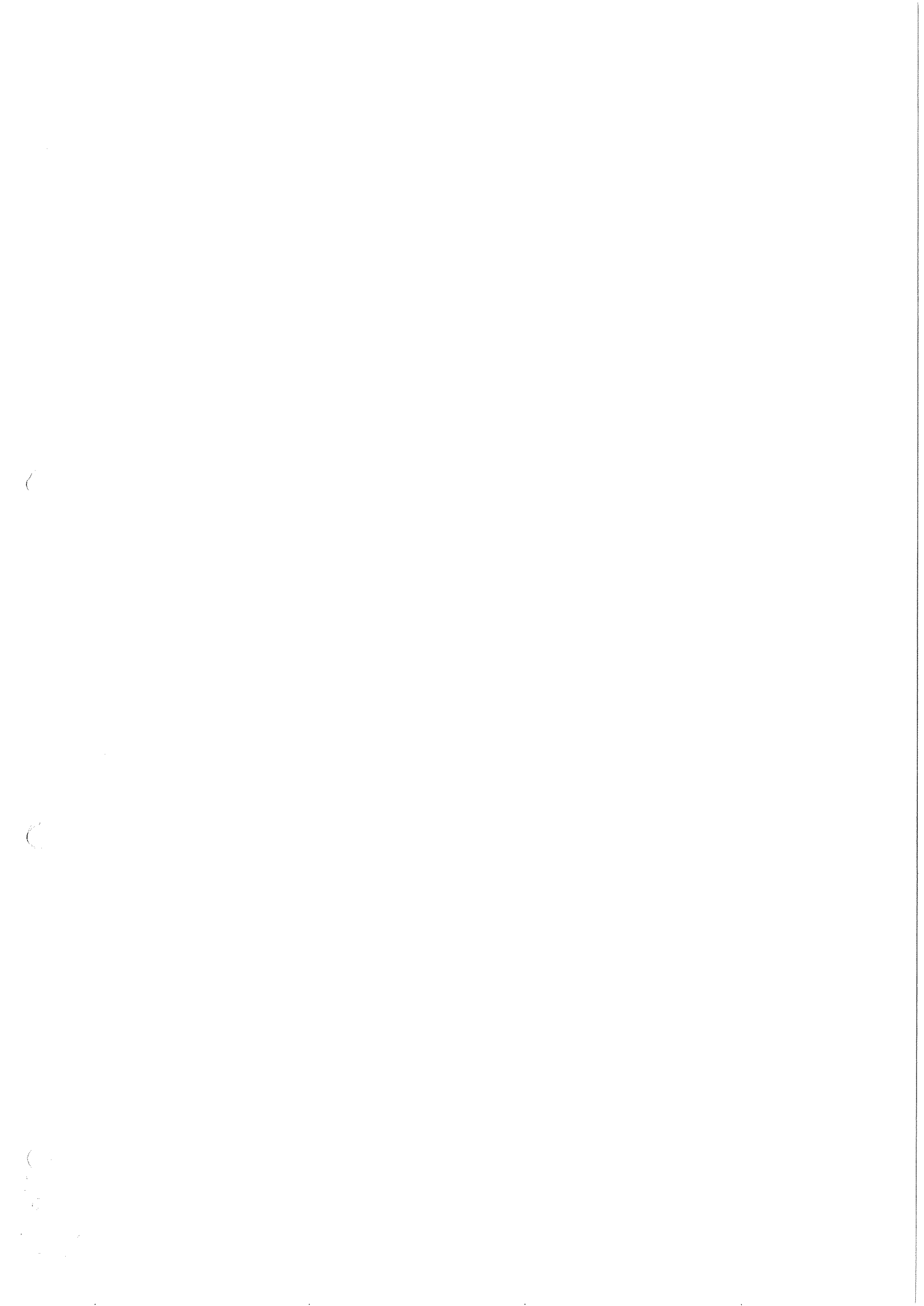
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D: THE GENERAL CONDITIONS OF CONTRACT;



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General Conditions of Contract

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
- c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
- d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under Contract.
- f) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- g) "GCC" means the General Conditions of Contract contained in this section.
- h) "SCC" means the Special Conditions of Contract.
- i) "The Purchaser" means the entity purchasing the Goods and related service, as named in **SCC**.
- j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
- k) "The Project Site" where applicable, means the place or places named in SCC.
- i) "Day" means calendar day.

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(m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause

(n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.

(o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.

(p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

(q) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language **specified in SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in SCC**.

The origin of Goods and Services is distinct from the nationality of the Supplier.

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

6.	Standards	6.1
5.	Country of Origin	5.1
4.	Applicable Law	4.1
3.	Governing Language	3.1
2.	Application	2.1

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7.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	7.1	<p>The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>
		7.2	<p>The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.</p>
		7.3	<p>Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p>
		7.4	<p>The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.</p>
8.	Patent and Copy Rights	8.1	<p>The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania. The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.</p>
9.	Performance Security	9.1	<p>Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC</p>

WMS

9.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss result from the Supplier's failure to complete its obligations under the Contract.

9.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser;

b) A cashier's or certified check.

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

10.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.

10.4 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

10. Inspections and Test

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10.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.	
11.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.	Packing
11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, ordered by the Purchaser.	
12.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC.	Delivery and Documents
12.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP", and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.	
12.3	Documents to be submitted by the Supplier are specified in SCC.	
13.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.	Insurance

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- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

specified in SCC: N/A

The Supplier may be required to provide any or all of the following services, including additional services, if any,

- 14.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 14.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 14.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14.1	Transportation
14.2	
14.3	
15.1	Incidental Services
15.	Incidental Services

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17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.

17. Warranty

16.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: **N/A**

a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

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

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

16. Spare Parts

15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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17.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

17.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 12, and upon fulfillment of other obligations stipulated in the Contract.

18.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.

18. Payment

18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

18.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC Clause 18.4

19.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18.4

18.5

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Change Orders

Prices

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21.	Contract Amendments	<p>21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
22.	Assignment	<p>22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.</p>
23.	Subcontracts	<p>23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.</p>
23.2		<p>Subcontracts must comply with the provision of GCC Clause 5.</p>
24.	Delays in the Supplier's Performance	<p>24.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p>
24.2		<p>If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p>
24.3		<p>Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.</p>

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or
- b) the Supplier fails to perform any other obligation(s) under the Contract;
- c) the supplier has abandoned or repudiated the contract;
- d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- e) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and

26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

the Contract.

26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of

Termination for Default

25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

Liquidated Damages

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(g) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in exacting the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after Bid submission)

26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27. Force Majeure

27.1

Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

27.2

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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28.1	Termination for Insolvency	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
29.1	Termination for Convenience	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
29.2		The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or
		b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
30.1	Disputes	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
30.2		If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
30.3		If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.

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a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

32.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

31.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

31.2 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

31.1 The Adjudicator shall stated in the SCC give a decision in writing within 28 days of receipt of a notification of a dispute.

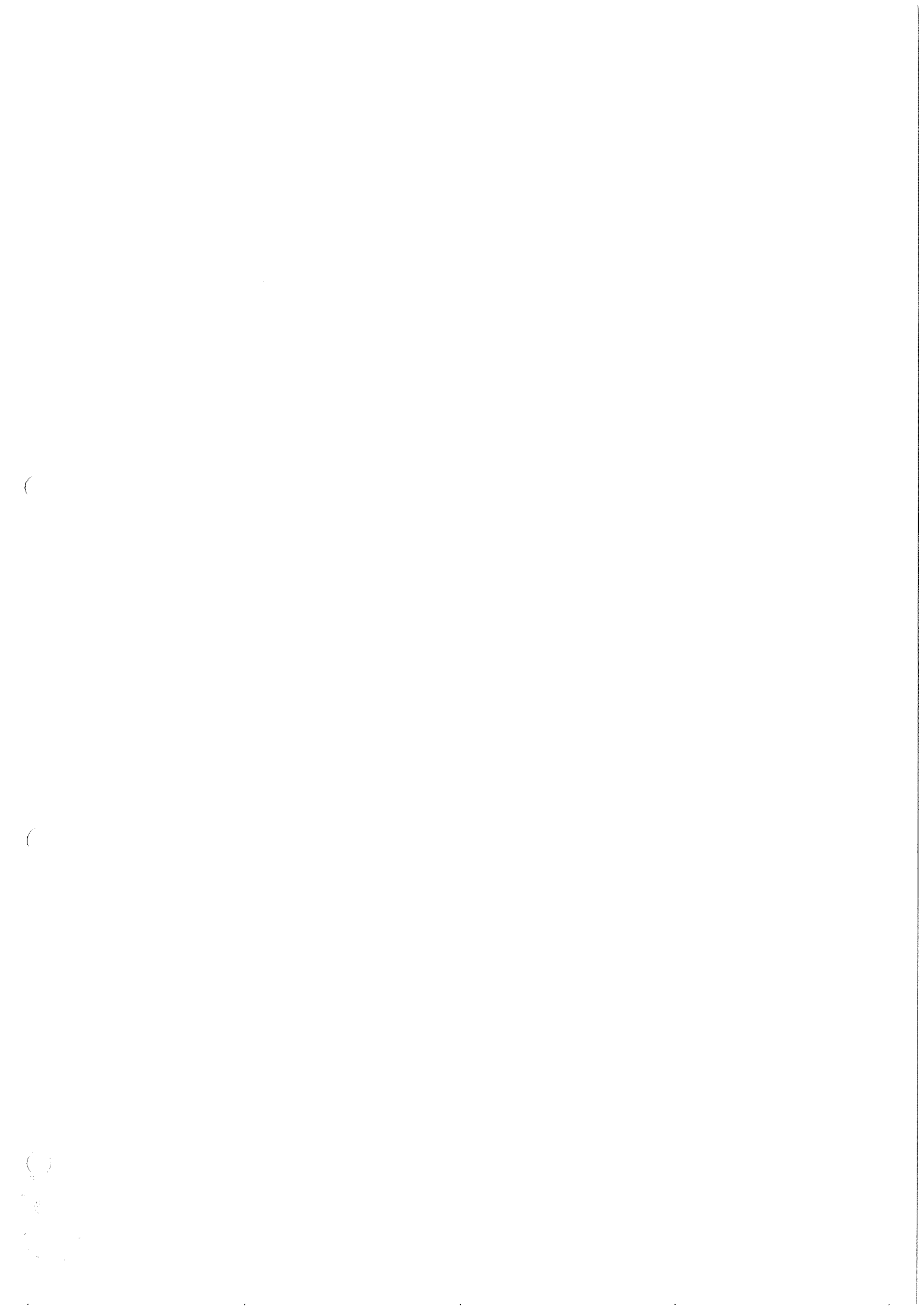
31.	Procedure for Disputes	31.1
32.	Replacement of Adjudicator	32.1
33.	Limitation of Liability	33.1

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- 34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 35.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
- 35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 35.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Notices

35. Taxes and Duties



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E: THE SPECIAL CONDITIONS OF CONTRACT;

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. 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 Purchaser is: Prime Minister's Office Labour, Youth Employment, and Persons with Disability
	1.1(i)	The Supplier is: To be specified later
	1.1(k)	The Project is Supply of Tiles for proposed construction and rehabilitation of disabled Training Centre for PMO Labour, Youth Employment, and Persons with Disability (Mwanza, Kigoma, Dar Es Salaam, Singida, Tabora, Mtwara, Songwe and Tanga)
		Governing Language (GCC Clause 3)
3.	3.1	The Governing Language shall be: English
		Applicable Law (GCC Clause 4)
4.	4.1	The Applicable Law shall be of Tanzania
		Country of Origin (GCC Clause 5)
5.	5.1	Country of Origin must be shown
		Performance Security (GCC Clause 9)
9.	9.1	The amount of performance security, as a percentage of the Contract Price: N/A
	9.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.
		Inspections and Tests (GCC Clause 10)
10.	10.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection

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<p>certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>		
Packing (GCC Clause 11)		
<p>The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>	11.2	11.
Delivery and Documents (GCC Clause 12)		
<p>For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificates; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>	12.1	12.

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17.	17.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be (N/A) hours of operation or (N/A) months from date of acceptance of the Goods or (None) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
Warranty (GCC Clause 17)		
16.	16.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. N/A
Spare Parts (GCC Clause 16)		
15.	15.1	Incidental services to be provided are: Applicable
Incidental Services (GCC Clause 15)		
13.	13.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Insurance (GCC Clause 13)		
12.	12.3	<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

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<p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) Pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>	<p>17.4 & 17.5</p>	
<p>The period for correction of defects in the warranty period is: Applicable.</p>		
<p>Payment (GCC Clause 18)</p>		
<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in [Tanzanian Shillings] in the following manner:</p> <p>(i) Advance Payment: N/A</p> <p>Payment of local currency portion shall be made in currency of the Contract Price within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>	<p>18.1</p>	<p>18.</p>
<p>Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows</p> <p>(i) Advance Payment: N/A</p> <p>(ii) On Delivery: percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p>		

			<p>(!!!) On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p> <p>Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be : N/A</p>	18.3					
Prices (GCC Clause 19)									
			Prices shall be adjusted in accordance with provisions in the Attachment to SCC.	19.1					
Liquidated Damages (GCC Clause 25)									
			Applicable rate: 0.2 per cent per day of undelivered materials/good's value.	25.1					
			Maximum deduction: is equal to the Performance Security.						
Procedure for Disputes (GCC Clause 31)									
			The Adjudicator shall be: Tanzania Institute of Arbitration.	31.1					
			Rate of the Adjudicator fees shall be determined later.	31.2					
			Arbitration institution shall be: Tanzania Institute of Arbitration	31.3					
			Place for carrying out Arbitration: to be selected later.						
			Appointing Authority for the Adjudicator Public Procurement Regulatory Authority (PPRA)	32.1					
			Notices (GCC Clause 34)						
			Procuring Entity's address for notice purposes:	34.1					
			Prime Minister's Office Labour, Youth Employment, and Persons with Disability, P. O. Box 2890, 40480 Dodoma, Tel: +255 26-2322480, Fax: +255 262324534.						
			Electronic mail address: ps@kazi.go.tz						
			Website: kaziwww.kazi.go.tz						
			Supplier's address for notice purposes: KEDA(TANZANIA)Ceramic Co.Ltd, Tel:0677071522(Atwendile), Electronic mail address: bmmcattuu@gmail.com						

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F: THE PROCURING ENTITY'S NOTIFICATION OF AWARD

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THE UNITED REPUBLIC OF TANZANIA

PRIME MINISTER'S OFFICE

LABOUR, YOUTH, EMPLOYMENT AND PERSONS WITH DISABILITY

Government City,
Mtumba Area,
P.O. Box 2890,
DODOMA.



TelegraphicAddress: "KAZIAJIRA"
Telephone: 026 29634550/51
Fax: 2112054
Email: ps@kazi.go.tz
Website: www.kazi.go.tz

In reply please quote:

Ref. No. CAN.288/376/01

M/S. Twyford(Tanzania) Ceramic Co. Ltd,
P. O. Box 61701,

DAR ES SALAAM.

info.tz@twyfordtile.com

NOTIFICATION FOR AWARD FOR SUPPLY OF PORCELAIN TILES TENDER
No.ME.026/2021/2022/G/21 Lot No.03 FOR CONSTRUCTION AND
REHABILITATION OF VOCATIONAL AND REHABILITATION TRAINING CENTRE
FOR PRIME MINISTER'S OFFICE LABOUR, YOUTH, EMPLOYMENT AND
PERSONS WITH DISABILITY

Please refer to the above named subject.

2. Pursuant to the Public Procurement Act No of 2011 (and its amendment of
2016) and its Regulations of 2013 GN No. 446 of 20th December 2013 (and its
amendment of 2016), the Permanent Secretary is pleased to inform you that on 24th
February, 2022 your firm was approved by the Ministerial Tender Board MTB as a
prospective bidder for the above referenced assignment.

3. The Prime Minister's Office Labour, Youth, Employment and Persons with
Disability intends to proceed with award of the contract for Supply of Porcelain Tiles
TENDER No.ME.026/2021/2022/G/21 Lot No.03. The contract price for this
assignment is Tanzanian Shillings Four Hundred Ninety-two Million, Four
Hundred Thirty Five Thousands, Two Hundred Forty Only (Tzs.492,435,240.00).
Thus, you are requested to confirm the acceptance of the award immediately before
finalization of the contract.

2. Thank you for your cooperation.

Ally A. Msaki

Ag. PERMANENT SECRETARY

Copy to:

1. The Controller and Auditor General National,

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G: SUPPLIER ACCEPTANCE OF AWARD

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Thank you for your cooperation.

PAYMENT: 100% PAYMENT VIA BANK BEFORE DELIVERY OF THE GOODS.

And for the wall tile 200 x 300, we produce the one with twenty five pieces (25pcs/ctn).
And be notified that all these materials will start being produced on March 11, 2022 for the wall tiles and
26 March 2022 for 300 x 300 tiles.

Also as mentioned in our proforma invoice the materials we produce are ceramics (400 x 400) and (300 x
300) with six (6) millimeters.

We KEDA (T) CERAMICS CO LTD, accept this project mentioned in the above reference with contract
Price of 361,973,760.00 (Three hundred sixty one million, nine hundred seventy three thousand and seven hundred
sixty only.

This letter is with reference to your letter with reference number CAN.286/376/01 dated 24TH
FEBRUARY 2022.

**RE: NOTIFICATION FOR AWARD FOR SUPPLY OF PORCELAIN TILES TENDER NO. ME
026/2021/2022/G/21 LOT No.03 FOR CONSTRUCTION AND REHABILITATION OF
VOCATIONAL AND REHABILITATION TRAINING CENTRE FOR PRIME MINISTERS
OFFICE LABOUR, YOUTH, EMPLOYMENT AND PERSONS WITH DISABILITY.**

TO
THE PERMANENT SECRETARY
PRIME MINISTER OFFICE INVESTMENT
GOVERNMENT CITY-MTUMBA
P.O. BOX 980, Dodoma

KEDA (T) CERAMICS) CO LTD
P.O. BOX 61701
DAR ES SALAAM
2/3/2022.



