# THE UNITED REPUBLIC OF TANZANIA MINISTRY OF HEALTH



### CONTRACT DOCUMENT

### **FOR**

PROCUREMENT VEHICLES (20 ADVANCE AMBULANCE AND 8 MOBILE VAN) TENDER ME/007/2021-2022/HQ/G/150

CLIENT: MINISTRY OF HEALTH, P.O.BOX 743 DODOMA.

SUPPLIER: TOYOTA TANZANIA P.O.BOX 9060 DAR ES SALAAM

MAY, 2022

### Form of Contract

THIS CONTRACT made the day of June 2022 between PERMANENT SECRETARY MINISTRY OF HEALTH, of P.O. Box 743 DODOMA TANZANIA (hereinafter called "the Procurement Entity") of the one part and Messer's TOYOTA TANZANIA of P.O. Box 9060 No 5 Nyerere Road DAR ES SALAAM (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., PROCUREMENT VEHICLES (20 ADVANCE AMBULANCE AND 8 MOBILE VAN) and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzania shillings Eight Billion Ninety Eigty Million Four Hundred Thirty Three Thousand Five Hundred Nineteen Eighty Four Cents (8,098,433,519.84) Taxes 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, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
  - (a) This form of agreement.
  - (b) the Form of Tender and the Price Schedule submitted by the Tenderer.
  - (c) the Special Conditions of Contract.
  - (d) the GCC.
  - (e) the Schedule of Requirement.
  - (f) the Technical Specification
  - (g) the Purchaser's Letter of Acceptance
  - (h) Negotiation Minutes
- 3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The PE 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 of Tanzania shillings Eight Billion Ninety Eighty Million Four Hundred Thirty-Three Thousand Five Hundred Nineteen Eighty-Four Cents (8,098,433,519.84) as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**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.

| SIGNED FOR AND ON OF THE PROCUREME        |  |  |                          |
|---|--|--|--------------------------|
| Signature                                 | laghe  | In the presence of Signatu   | ıre                      |
| Name DR. SEIF A. SP                       | EKALAGHE   | Name RAHIBY  | A mostome.               |
| Occupation ACTING PER                     | PMANENT SECRETARY  | Occupation. Achos  | Lego Director Denices un |
| SUPPLIER:                                 |  | THE STATE OF THE S |                          |
| 4   | TOYOTA TANZANIA I  | In the presence of   |                          |
| Signature<br><sub>Name</sub> Noah Willian | VRN: 10-006645-1<br>Sales Departmen<br>RD: 1998 XXXXI RE<br>KAGIVA | Signature  | hombee                   |
| Occupation General                        |  | Occupation Sules   |                          |

TOTOTA TANZAMA LTO

9 No.5 Nyerere Road, Dar es Salaam, Tanzania

**4** (255) ¥11 266666

info@toyotatz.com

mathcal info@toyotatz.co

@ www.toyota.co.tz



### Form of Tender

Date: 15<sup>TH</sup> DECEMBER 2021

THE PERMANENT SECRETARY, 'MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN P. O. BOX 743, DODOMA.

We to execute the Tender No. ME/007/HO/2021-22/HO/G in accordance with the Conditions of Contract accompanying this Tender for the Contract Price Tanzanian Shillings Eighty Two Billion Eight Hundred Twenty Four Million Three Hundred Forty Six Thousand One Hundred Twenty Five and Eight Four Cents Only (Tshs. 82,824,346,125.84).

The Contract shall be paid in the following currencies

| Currency   | Percentage<br>in currency | payable | Rate of one for (insert l | reign    | nange :<br>equals | Inputs<br>foreign<br>required | curre | wh | ich<br>is |
|------------|---------------------------|---------|---------------------------|----------|-------------------|-------------------------------|-------|----|-----------|
| (a)<br>(b) | N/A                       |         | N/.                       | <u> </u> |                   | N//                           |       |    | _         |

The advance payment requires is:-

| Amount  | Currency |
|---------|----------|
| (a) N/A |          |
| (b) N/A |          |

We accept the appointment of (TBA) as adjudicator

(or)

We do not accept the appointment of  $(\underline{TBA})$  as the Adjudicator, and propose instead that  $(\underline{TBA})$  be appointed as Adjudicator, whose daily fees and biographical data are attached

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

With reference to ITT 3.11, It is our intention to subcontract approximately (N/A) percentage of the Tender/Contract Price, details of which are provided herein

JAN 1200

The sol

TOYOTA TANZAMA LT TIM: 100-146-264 VRN: 10-006645-E Subs Departures HE Filting decompletion

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# TOYOTA TANZANIA LTD

9 No.5 Nyerere Road, Dar es Salaam, Tanzania

**\( (255) 411 266666** 

露 info@toyotatz.com

⊕ www.toyota.co.tz



**ISSUING BRANCH** 

SOKOINE DRIVE

TIN 100-146-304

VRN 10-006645-E

14.12,2021

PROFORMA INVOICE NO. PF/TEN/SD/2021/MOH/03 IMPORTANT: THIS NUMBER MUST BE QUOTED IN ALL CORRESPONDENCE AND WHEN REMITTING PAYMENT.

THE PERMANENT SECRETARY,
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER ELDERLY AND CHILDREN.
P. O. BOX 743,
DODOMA.

FOR SUPPLYING 20 UNITS TOYOTA LAND CRUISER HARDTOP AMBULANCE - ADVANCED.

MODEL: HZJ78R-RJMRS

ENGINE: 4164 CC DIESEL

EQUIPPED WITH SPECIAL TANZANIA STANDARD SPECIFICATIONS.

UNIT PRICE DAR ES SALAAM

TSHS.

152,569,460/=

**TOTAL AMOUNT FOR 20 UNITS** 

TSHS

3,051,389,200/=

**TOTAL TAXES FOR 20 UNITS** 

**TSHS** 

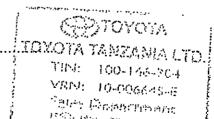
592,575,880/<del>=</del>

TOTAL AMOUNT WITH TAXES FOR 20 UNITS

TSHS

3,643,965,080/

SIGNATURE.....





# OVOTA TANZANIA ETO

9 No.5 Nyerere Road, Dar es Salaam, Tanzania

**(255)** 411 266666

info@toyotatz.com

@ www.toyota.co.tz



ISSUING BRANCH

SOKOINE DRIVE

TIN 100-146-304

VRN 10-006645-E

14.12.2021

PROFORMA INVOICE NO. PF/TEN/SD/2021/MOH/06 IMPORTANT: THIS NUMBER MUST BE QUOTED IN ALL CORRESPONDENCE AND WHEN REMITTING PAYMENT.

THE PERMANENT SECRETARY,
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER ELDERLY AND CHILDREN.
P. O. BOX 743,
DODOMA.

FOR SUPPLYING 8 UNITS MOBILE BLOOD COLLECTING VAN - (HINO 500 1627 MT)

MODEL: JTH8JR1A-DG2

**ENGINE: 500 – 162 MT** 

EQUIPPED WITH SPECIAL TANZANIA SPECIFICATIONS.

UNIT PRICE DAR ES SALAAM

TSHS

419,972,717/=

**TOTAL AMOUNT FOR 8 UNITS** 

**TSHS** 

3,359,781,736/=

**TOTAL TAXES FOR 8 UNITS** 

**TSHS** 

1,466,210,923.84

TOTAL AMOUNT WITH TAXES FOR 8 UNITS

**TSHS** 

4,825,992,659.84

SIGNATURE.....

CEDTOVOTA

TOVOTA TANZAMIA LTO

TINI: 100-146-96 1

VAN: 10-666645-6

SAIGH CAMARINGAAG

EST BAG SAIGH CAMARINGAAG

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SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the 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<br>Clause<br>Number | GCC<br>Clause<br>Number   | Amendments of, and Supplements to, Clauses in the GCC   |  |  |
|-------------------------|---|---|--|--|
|                         | Definitions (GCC 1)   |   |  |  |
| 1.                      | 1.1(j)  | The Purchaser is: Ministry of Health,   |  |  |
| 2.                      | 1.1(p)  | The Supplier is Messer's <b>TOYOTA TANZANIA</b> of P.O. Box 9060 No 5 Nyerere Road <b>DAR ES SALAAM</b>   |  |  |
| 3.                      | 1.1(q) The Project is: PROCUREMENT VEHICLES AMBULANCE AND 8 MOBILE VAN) |   |  |  |
|                         | Governin  | g Language (GCC 4)  |  |  |
| 4.                      | 4.1   | The Governing Language shall be English   |  |  |
|                         | Applicable Law (GCC 5)  |   |  |  |
| 5.                      | 5.1   | The Applicable Law shall be Laws of the United Republic of Tanzania   |  |  |
|                         | Country   | of Origin (GCC 6)   |  |  |
| 6.                      | 6.1   | Country of Origin is Japan and South Africa   |  |  |
|                         | Performa  | ance Security (GCC 10)  |  |  |
| 7.                      | 10.1  | The amount of performance security, as a percentage of the Contract Price, shall be 10 percent of the Contract Price. Not applicable as payment will be upon submission of memorandum invoice enclosed with copies of bill of lading and packing list evidencing the availability of the vehicles in customs bonded warehouse at Dar es Salaam-Tanzania |  |  |
| 8.                      | 10.4  | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2. Not applicable as per the above  |  |  |
|                         | Inspection  | ns and Tests (GCC 11)   |  |  |

| 9.  | 11.1    | Inspection and tests prior to shipment of Goods and at final acceptance are as follows:   |
|-----|---------|---|
|     |         | Quality and quantity inspection shall be carried out prior to shipment of Goods by the 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 certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE to ensure that the goods are manufactured in compliance with the contract. Not Applicable |
|     |         | Normal Inspection shall be conducted at the Suppliers premises by the Technical Team under the Purchaser's own arrangement.   |
|     | Packing | g (GCC 12)  |
| 10. | 12.2    | The following SCC shall supplement GCC 12.2:  |
|     |         | The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.   |
|     |         | Vehicles shall be supplied under non-packing conditions.  |
|     | Deliver | y and Documents (GCC 13)  |
| 11. | 13.1    | For Goods supplied from abroad: Not Applicable  |
|     |         | Upon shipment, the Supplier shall notify the Purchaser 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 Purchaser, 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-<br>board bill of lading marked "freight prepaid" and four<br>copies of nonnegotiable bill of lading.   |
|     |         | (iii.) One original plus four copies of the packing list identifying contents of each package.  |
|     |         | (iv.) insurance certificate;  |

|     |          | (v.) Manufacturers 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 PE 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.  |
| 12. | 13.3     | For Goods from within the United Republic of Tanzania:   |
|     | 3        | Documents to be submitted by the supplier upon arrival and clearance prior to physical delivery of the goods:  |
|     | <i>z</i> | <ul> <li>(i) One original plus four copies of the Supplier's<br/>Memorandum invoice showing Goods' description,<br/>quantity, unit price, and total amount;</li> </ul>   |
|     |          | (ii) Delivery notes of the vehicles  |
|     |          | (iii) Suppliers Warranty booklets  |
|     |          | (iv) Copies of waybill/bill of lading and packing list   |
|     |          | (v) Tax invoices with EFD signature  |
|     | Insura   | nce (GCC 14)   |
| 13. | 14.1     | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. Marine Insurance covers vehicles up to the Customs bonded warehouse only. After |

|     | Incident       | tal Services (GCC 16)  |
|-----|----------------|--|
| 14. | 16.1           | Incidental services to be provided are: Furnishing of tools required for assembly and/or maintenance of the supplied Goods.  Incidental services to be provided are Pre-delivery inspection  |
|     | Spare Pa       | arts (GCC 17)  |
| 15. | Warran         | 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 with TOYOTA TANZANIA LIMITED and effecting payment.  |
| 16. | 18.2           | GCC 17.2 In partial modification of the provisions, the warranty period shall be 36 months or 100,000km/for Ambulances and 24months or 100,000km for Hino Blood collection vans from date of acceptance of the Goods, 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:  (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,  or  (b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.10 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. |
| 17. | 18.4 &<br>18.5 | The period for correction of defects in the warranty period is: within 90 days   |

|     | Paymen | nt (GCC 19)  |
|-----|--------|--|
| 18. | 19.1   | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:   |
|     |        | Payment for Goods supplied from abroad: Not applicable   |
|     |        | Payment of foreign currency portion shall be made in N/A) [currency of the Contract Price] in the following manner:  |
|     |        | (i) Advance Payment: N/A percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the PE. |
|     |        | (ii) On Shipment: N/A percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.  |
|     |        | (iii) <b>On Acceptance:</b> N/A percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.   |
|     |        | Payment of local currency portion shall be made in N/A within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.  |
|     |        | Payment for Goods and Services supplied from within the United Republic of Tanzania:   |
|     |        | Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:  |
|     |        | (i) Advance Payment: N/A percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the  |

|     |          | Tendering Documents or another form acceptable to the PE.   |
|-----|----------|---|
|     |          | (ii) On Delivery: 100 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.N/A  |
|     |          | (iii) On Acceptance: 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 PE. N/A   |
|     |          | 100% Payment shall be paid prior to physical delivery, <b>after Purchaser's</b> Inspection, <i>testing</i> and <i>approval</i> of the Vehicles by a special inspection team from the procurement entity at the Supplier's premises and upon Supplier's submission of original memorandum invoice with copies of bill of lading, packing list showing chassis and engine numbers evidencing the availability of vehicles in the customs bonded warehouse at Dar Es Salaam, Tanzania. |
| 19. | 19.3     | Rate to be used for paying the Supplier's interest on the late payment made by PE shall be 1.5% per month of unpaid Memorandum invoice's value.   |
|     | Prices ( | (GCC 20)  |
| 20. | 20.1     | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A  |
|     | Liquida  | ated Damages (GCC 26)   |
| 21. | 26.1     | Liquidated Damages Applicable rate: 0.1 percent   |
|     |          | Maximum deduction: is equal to the 5% of the value of the contract.   |
|     | Proced   | ure for Dispute Resolution (GCC 32)   |
| 23. | 32.3     | Arbitration institution shall be Tanzania Institute of Arbitrators  |
|     |          | Place for carrying out Arbitration Dodoma   |
| 24. | 33.1     | Appointing Authority for the Adjudicator Tanzania Institute of<br>Arbitrator  |

|     | Notices | (GCC 35)   |
|-----|---------|--|
| 26. | 35.1    | —PE's address for notice purposes: Secretary, Ministerial Tender<br>Board, Ministry of Health, 6 <sup>th</sup> Floor NHIF Building P. O. Box<br>743 Dodoma |
|     |         | —Supplier's address for notice purposes: is <b>TOYOTA TANZANIA</b> of P.O. Box 9060 No 5 Nyerere Road DAR <b>ES SALAAM</b>                                 |

GENERAL CONDITIONS OF THE CONTRACT

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## GENERAL CONDITIONS OF THE CONTRACT (GCC)

| 1. | Definitions | 1 1 | The following words and every  |                      |  |
|----|-------------|-----|--|----------------------|--|
| 1. | Demittions  | 1.1 | The following words and expressions shall have the meaning hereby assigned to them:  |                      |  |
|    |             |     | The <b>Adjudicator</b> is the person appointed by the apprauthority specified in the Special Conditions of (SCC), to resolve contractual disputes in the first in and as provided for in General Conditions of the (GCC) 31 hereunder.                   | Contract nstance,    |  |
|    |             |     | The <b>Arbitrator</b> is the person appointed by the appauthority specified in the <b>SCC</b> , to resolve condisputes.  | _                    |  |
|    |             |     | "The Contract" means the agreement entered into be the Procuring Entity (PE) and the Supplier, as recommendated the Contract Form signed by the parties, include attachments and appendices thereto and all documents incorporated by reference therein. | orded in<br>ling all |  |
|    |             |     | The Commencement Date is the date when the S shall commence execution of the contract as specifie SCC  |                      |  |
|    |             |     | "Completion" means the fulfillment of the related s<br>by the Supplier in accordance with the terms and cor<br>set forth in the contract   |                      |  |
|    |             |     | The Contract Price is the price stated in the Le Acceptance and thereafter as adjusted in accordance the provisions of the Contract Days are calendar days   |                      |  |
|    |             |     | A Defective Goods are those goods which are standards, requirements or specifications stated Contract.   |                      |  |
|    |             |     | "Delivery" means the transfer of the goods from supplier equipment, machinery, and /or other machinery which the Supplier is required to supply to the PE Contract.  | aterials             |  |
|    |             |     | "Effective Contract date" is the date shown<br>Certificate of Contract Commencement issued<br>Employer upon fulfillment of the conditions pro-   | by the               |  |

|    | stipulated in GCC 3.   |
|----|--|
| j) | "The Purchaser" means the person named as purchaser in<br>the SCC and the legal successors in title to this person   |
| k) | "The Related Services" means those services ancillary to<br>the supply of the Goods, such as transportation and<br>insurance, and any other incidental services, such as<br>installation, commissioning, provision of technical<br>assistance, training, initial maintenance and other such<br>obligations of the Supplier covered under the Contract. |
| 1) | "GCC" means the General Conditions of Contract contained in this section.  |
| m) | The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b>   |
| n) | "SCC" means the Special Conditions of Contract.  |
| 0) | "The PE" means the entity purchasing the Goods and related service, as named in SCC.   |
| p) | "The <b>Supplier</b> " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.                           |
| q) | "The Project Name" means the name of the project stated in SCC.  |
| r) | "Day" means calendar day.  |
| s) | 'Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.   |
| t) | "End User" means the organization(s) where the goods will be used, as <b>named in the SCC</b> .  |
| u) | "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 managing or substantial and suriar  |
|----|---|
|    | 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.  |
| v) | "Force Majeure" means an unforeseeable event which is<br>beyond reasonable control of either Party and which makes a<br>Party's performance of its obligations under the Contract<br>impossible or so impractical as to be considered impossible<br>under the circumstances.  |
|    | For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.  Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.  The Supplier is the person, whether natural or legal whose |
| w) | Tender to deliver goods or services has been accepted by the Employer   |
| x) | The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Employer   |
|    |   |
|    |   |

| 2. | Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.   |
|----|--------------------------------|-----|---|
|    |                                | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
|    |                                | 2.3 | The documents forming the Contract shall be interpreted in the following order of priority:   |
|    |                                |     | (1) Form of Contract,   |
|    |                                |     | (2) Special Conditions of Contract,   |
|    |                                |     | (3) General Conditions of Contract,   |
|    |                                |     | (4) Letter of Acceptance,   |
|    |                                |     | (5) Certificate of Contract Commencement  |
|    |                                |     | (6) Specifications  |
|    |                                |     | (7) Contractor's Tender, and  |
|    |                                |     | (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.  |

| 3. | Conditions<br>Precedent | 3.1 | Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -  a) Submission of performance Security in the form specified in the SCC;  b) Furnishing of Advance Payment Unconditional Guarantee.  |
|----|-------------------------|-----|---|
|    |                         | 3.2 | If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;  |
|    |                         | 3.2 | If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date. |
| 4. | Governing<br>Language   | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.  |
| 5. | Applicable<br>Law       | 5.1 | The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.   |
| 6. | Country of<br>Origin    | 6.1 | The origin of Goods and Services may be distinct from the nationality of the Supplier.  |
|    |                         |     |   |

| 7. | Standards   | 7.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.   |
|----|---|-----|---|
| 8. | Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania | 8.1 | The Supplier shall not, without the PE'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 PE 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 as far as may be necessary for purposes of such performance. |
|    |   | 8.2 | The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.   |
|    |   | 8.3 | Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.   |
|    |   | 8.4 | The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.              |
| 9. | Patent and<br>Copy Rights   | 9.1 | The Supplier shall indemnify the PE 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.  |
|    |   | 9.2 | The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.  |

| 10. | Performance<br>Security | 10.1 | The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC. |  |
|-----|-------------------------|------|---|--|
|     |                         | 10.2 | The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.  |  |
|     |                         | 10.3 | The performance security shall be 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 PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or                                     |  |
|     |                         |      | b) A cashier's or certified check.  |  |
|     |                         | 10.4 | The performance security will be discharged by the PE and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.  |  |
|     |                         | 10.5 | Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.  |  |

| 11. | Inspections<br>and Test | 11.1 | The PE 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 PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.   |
|-----|-------------------------|------|---|
|     |                         | 11.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.  |
|     |                         | 11.3 | Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.   |
|     |                         | 11.4 | The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.  |
|     |                         | 11.5 | Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.   |
| 12. | Packing                 | 12.1 | The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. |
|     |                         | 12.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PE.   |

| 13. | Delivery and<br>Documents | 13.1 | 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 as <b>specified in SCC</b> .   |
|-----|---------------------------|------|---|
|     |                           | 13.2 | 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.  |
|     |                           | 13.3 | Documents to be submitted by the Supplier are specified in SCC.   |
| 14. | Insurance                 | 14.1 | The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.  |
| 15. | Transportatio<br>n        | 15.1 | Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the 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 PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
|     |                           | 15.2 | Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.  |
|     |                           | 15.3 | Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.  |

| 16. | Incidental<br>Services | 16.1 |   | ired to provide any or all of the additional services, if any, specified   |  |
|-----|------------------------|------|---|--|--|
|     |                        |      | Performance or super start-up of the supplied   | rvision of on-site assembly and/or l Goods;  |  |
|     |                        |      | Furnishing of tools maintenance of the sup  |  |  |
|     |                        |      |   | ailed operations and maintenance priate unit of the supplied Goods;  |  |
|     |                        |      | of the supplied Goods<br>parties, provided that   | vision or maintenance and/or repair, for a period of time agreed by the this service shall not relieve the nty obligations under this Contract;      |  |
|     |                        |      | and/or on-site, in  | personnel, at the Supplier's plant assembly, start-up, operation, pair of the supplied Goods.  |  |
|     |                        | 16.2 | cluded in the Contract Prion in advance by the  | blier for incidental services, if not<br>ice for the Goods, shall be agreed<br>parties and shall not exceed the<br>other parties by the Supplier for |  |
| 17. | Spare Parts            | 17.1 | 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: |  |  |
|     |                        |      | Supplier, provided that   | e PE may elect to purchase from the at this election shall not relieve the enty obligations under the Contract;                                      |  |
|     |                        |      | In the event of terminates:   | ination of production of the spare   |  |
|     |                        |      | termination, in   | cation to the PE of the pending sufficient time to permit the PE to requirements; and  |  |

|     |          |      | ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.   |
|-----|----------|------|---|
| 18. | Warranty | 18.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania. |
|     |          | 18.2 | This warranty shall remain valid for 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.  |
|     |          | 18.3 | The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.  |
|     |          | 18.4 | 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 PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.   |
|     |          | 18.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE 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 PE may have against the Supplier under the Contract.   |

| 19. | Payment          | 19.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.  |  |  |
|-----|------------------|------|---|--|--|
|     |                  | 19.2 | The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.                 |  |  |
|     |                  | 19.3 | Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE 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. |  |  |
|     |                  | 19.4 | 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 Tender.  |  |  |
|     |                  | 19.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4  |  |  |
| 20. | Prices           | 20.1 | 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.  |  |  |
|     |                  | 20.2 | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.   |  |  |
| 21. | Change<br>Orders | 21.1 | The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, 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 PE;   |  |  |
|     |                  |      | b) The method of shipment or packing;   |  |  |

|     |                        | 7    |  |
|-----|------------------------|------|--|
|     |                        |      | c) The place of delivery; and/or   |
|     |                        |      | d) The Services to be provided by the Supplier.  |
|     |                        | 21.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract 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 PE's change order. |
|     |                        | 21.3 | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.   |
| 22. | Contract<br>Amendments | 22.1 | Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.   |
| 23. | Assignment             | 23.1 | Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.  |
| 24. | Subcontracts 24        |      | The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.  |
|     |                        | 24.2 | Subcontracts must comply with the provision of GCC 5.  |

| 25. | Delays in the<br>Supplier's<br>Performance | 25.1 | Delivery of the Goods and performance of Services shall be made<br>by the Supplier in accordance with the time schedule prescribed by<br>the Procuring Entity in the Schedule of Requirements.   |  |  |
|-----|--|------|--|--|--|
|     |  | 25.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |  |  |
|     |  | 25.3 | Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.  |  |  |
| 26. | Liquidated<br>Damages                      | 26.1 | Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity 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 performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.   |  |  |
| 27. | Termination<br>for Default                 | 27.1 | The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.  |  |  |
|     |  | 27.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following:   |  |  |
|     |  |      | a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or   |  |  |

| b)  | the Supplier fails to perform any other obligation(s) under the Contract;  |
|-----|--|
| (c) | Supplier's failure to submit performance security within the time stipulated in the SCC;   |
| d)  | the supplier has abandoned or repudiated the contract.   |
| e)  | The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.  |
| f)  | a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;   |
| g)  | the Procuring Entity 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 Procuring Entity; and |
| h)  | if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |

"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; impairing "coercive practice" means or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; "Collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice "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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition; "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract; 27.4 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

| 28. | Force<br>Majeure | 28.1 | Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.  For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent |
|-----|------------------|------|---|
|     |                  | 28.2 | If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.   |

| 29. | Termination<br>for<br>Insolvency  | 29.1 | The Procuring Entity may at any time terminate the Contract giving written notice to the Supplier if the Supplier become bankrupt or otherwise insolvent. In this event, termination will without compensation to the Supplier, provided that termination will not prejudice or affect any right of action remedy which has accrued or will accrue thereafter to the Procurentity.  |   |  |
|-----|-----------------------------------|------|---|---|--|
| 30. | Termination<br>for<br>Convenience | 30.1 | The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.   |   |  |
|     |                                   | 30.2 | (30) o  | Goods that are complete and ready for shipment within thirty days after the Supplier's receipt of notice of termination shall cepted by the Procuring Entity at the Contract terms and price. The remaining Goods, the Procuring Entity 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.  |  |
| 31. | Disputes<br>Resolution            | 31.1 | In the event of any dispute arising out of this contract, either parshall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably thround mutual consultations and negotiation. Any unsolved dispute may referred by either party to an adjudicator nominated by the appointing Authority specified in SCC. |   |  |
|     |                                   | 31.2 | days,<br>Partie   | the dispute has been referred to the adjudicator, within 30 or within such other period as may be proposed by the es, the Adjudicator shall give its decision. The rendered on shall be binding to the Parties.   |  |
|     |                                   | 31.3 | If eith<br>within<br>either<br>referr   | her Party is dissatisfied with the Adjudicator's decision may, in days specified in the SCC refer the dispute for arbitration. If party within the period mentioned in the SCC has not ed the matter for arbitration the decision shall become final inding to the Parties. |  |

| 32. | Procedure<br>for Disputes        | 32.1 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.   |  |
|-----|----------------------------------|------|---|--|
|     |                                  | 32.2 | The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses   |  |
|     |                                  | 32.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.   |  |
| 33. | Replacement<br>of<br>Adjudicator | 33.1 | Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.   |  |
| 34. | Limitation of<br>Liability       | 34.1 | Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,   |  |
|     |                                  |      | a) The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and              |  |
|     |                                  |      | The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement. |  |
| 35. | Notices                          | 35.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.                                    |  |
|     |                                  | 35.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later.   |  |

APART COLUMN

| 36. | Taxes and<br>Duties | 36.1 | 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.   |
|-----|---------------------|------|--|
|     |                     | 36.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
|     |                     | 36.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.   |

# SCHEDULE OF REQUIREMENTS

### **TOYOTA TANZANIA LTD**

**Q** No.5 Nyerere Road, Dar es Salaam, Tanzania

**(**255) 411 266666

■ info@toyotatz.com

⊕ www.toyota.co.tz



### SCHEDULE OF REQIREMENTS

| Lot | Description  | QTY | UNIT PRICE<br>TSHS. | TAXES<br>TSHS. | SUB TOTAL<br>TSHS. | GRAND<br>TOTAL<br>TSHS. |
|-----|--|-----|---------------------|----------------|--------------------|-------------------------|
| 1.  | TOYOTA LAND CRUISER<br>HARDTOP AMBULANCE -<br>BASIC    | 233 | 123,398,047/=       | 23,924,487/=   | 147,322,534/=      | 34,326,150,422/=        |
| 2.  | TOYOTA LAND CRUISER<br>HARDTOP 5 DOOR 10<br>SEATER     | 242 | 108,220,188/=       | 57,185,754/=   | 165,405,942/=      | 40,028,237,964/=        |
| 3.  | TOYOTA LAND CRUISER<br>HARDTOP AMBULANCE -<br>ADVANCED | 20  | 152,569,460/=       | 29,628,794/=   | 182,198,254/=      | 3,643,965,080/=         |
| 4.  | MOBILE BLOOD<br>COLLECTING VAN -<br>(HINO 500 1627 MT) | 8   | 419,972,717/=       | 183,276,365.48 | 603,249,082.48     | 4,825,992,659.84        |
|     | TOTAL  | 503 |                     |                |                    | 82,824,346,125.84       |

SIGNATURE:

KADIVANCAH WILLIAM. GENERAL MANAGER TOYOTA: TANZANTA LIMITED

-M

### TECHNICAL SPECIFICATIONS

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### TOYOTA TANZANIA LTD

• No.5 Nyerere Road, Dar es Salaam, Tanzania

**(**255) 411 266666

■ info@toyotatz.com

⊕ www.toyota.co.tz



#### LOT NO. 3: ADVANCED AMBULANCE - HIGH

#### **Technical Specifications**

1) General

Brand New vehicle of the most recent or current models, maximum 12 months from date of manufacture - Comply

2) Main Dimensions

(i) Gross Weight

Not more than 3,200kg - Comply 3,200kg

(ii) Ground Clearance

220 -240mm - Comply 235 mm

(iii) Wheelbase

Not less than 2,900 mm - Comply 2,980mm

3) Engine

Diesel, 4 stroke, water-cooled, naturally aspirated or turbo charged, displacement of not more than 4,200cc, developing not less than 90 HP – Comply naturally aspirated, displacement of 4164cc, developing 131 HP

4) Transmission

Four wheel drive, 5 speed manual with high and low range synchronizer in all gears — Comply

5) Suspension

Front: rigid axle with coil or leaf springs and telescopic shock absorbers — Comply rigid axle springs.

Rear: rigid axle with semi elliptic leaf spring and telescopic shock absorbers - Comply

6) Steering

Right hand drive, power assisted - Comply

7) Brake system

- (i) Power assisted hydraulically operated, ventilated disc front and rear or front disc and rear drums, ABS. Comply Front: Ventilated Discs and Rear: Drums.
- (ii) Mechanical hand/parking brake acting on propeller shaft or rear wheels Mechanical hand brake acting on rear wheels

8) Body and Medical Equipment

a) Rust protected steel body, with three doors - Comply

 Translucent glass-sliding windows on side panels, driver and Ambulance compartment separated by a partition with sliding Window for communication – Comply

In addition, ambulance shall be supplied with fitting and medical Equipment to include but not limited to:

(i) Red beacon lamp on the roof – Comply.

(ii) Twin tone electric siren 12 V, amplifier & speaker Microphone (Single tone) - Comply :

in

- (iii) Main stretcher swing type with tyres, telescopic support and safety belts for securing patients Comply
- (iv) Sub stretcher (double folding) scooping stretcher Comply
- (v) Attendant's seat (folding 2 person) with safety belts on the left Comply
- (vi) Plywood & linoleum covered floor-Comply
- (vii)Cabinets with sliding doors on the left side for equipment Comply
  - (viii) Red-cross (crescent) mark; Comply
  - (ix) Medical oxygen cylinder (7 litres) complete with pressure reducing
  - Valve, pressure gauge, flow meter Comply
  - (x) Masks for adults and children Comply
  - (xi) Ambulance bags for adults and children Comply
  - (xii) Oxygen resuscitator (demand valve type) Comply
  - (xiii) Incubations kit Comply
  - (xiv) Nebulizer kit Comply
  - (xv) Spare oxygen cylinder Comply
  - (xvi) Electric suction pump Comply
  - (xvii) Suction pump foot operated Comply
  - (xviii) Hand lamp & connector Comply
  - (xix) Working lamp Comply
  - (xx) Ambulance internal lighting 12v white bulb or fluorescent Comply
  - (xxi) Stainless steel rain on the roof for drip bottle and plasma transfusion Comply
  - (xxii) Roof sign board Comply
  - (xxiii) Dual air connector Comply
  - (xxiv) First Aid Kit with all necessary contents Comply
  - (xxv) Surgical aspirator 12v complete with battery Comply
  - (xxvi) Portable defibrillator Comply
  - (xxvii) Nasogastric tubes for children and adults Comply
  - (xxviii) Catheters of various sizes Comply
  - (xxix) Aerafor centrally positioned on the roof with fan and Extractor Comply
  - (xxx) Electric control boards with various switches to control operation of equipment, fuses and warning lights Comply
  - (xxxi) ECG Monitor Comply
  - (xxxii) Pulsoximeter Comply
  - (xxxiii) Laryngoscope set for adults and children Comply
- 9) Fuel Tank capacity

Not less than 70 liters – Comply180 Liters (90L + 90L)

10) Tyres

7.50x16 or its equivalent - Comply 7.50 R 16

11) Accessories

To include, but not limited to seat belts, air bags for front seats, electronically tuned radio AM/FM with DVD player and USB Port, 2kg fire extinguisher, air condition, spare-tyre, jack, wheel spanner, operator's manual in English for vehicle and equipment—Comply but without DVD player and air bags, See enclosed spec sheet.

M



### Land Cruiser 78

AMBULANCE 4x4 ..

Body type Station Wagon

Engine 4.2 DIESEL

Mud guards, front

External Power Inlet

Spare wheel carrier with lock

Air cleaner with cyclone and snorkel

Side steps and rear step (aluminium) Red cross mark on back door

Front and rear towing hooks

Chrome painted front grille

Red cross marks on both sides

Red cross marks on hood

Beacon lamp, front 55W

Electric roof ventilator fan

131/96

4164

Chrome painted rear bumper with reflector

Torque (Nm) 285

Consumption

**BL**HOOKW



EXTRAS

Metallic paint:

Standard o = Option -= Not available

5 M/T = 5 speed manual transmission

STANDARD

Ś M/T

AMBULANCE Radio AM/FM, MP3, CD

2 speakers

Auxiliary Input USB Front bench seat

Glovebox with key

Front heating system Rubber floor mats, front

Urethane steering wheel

Vinyl leather seat material

Tilt and telescopic power steering column

Plywood and lincleum covered floor

Attendant seat

Safety:

ABS - Anti-lock Braking System

Driver & passenger airbags (SRS)

Fire extinguisher Fire extinguisher

Medical Equipments:

Electric siren

Light Bar

Antenna

Loading Light

1 X Oxygen Mask (Adult & Paediatric)

1 X Ambu Bag, Adult (Gima, Italy)

1 X Ambu Bag, Paediatric (Gima, Italy) 1 X Omron NE-C30E Nebulizer

1 X Manual Suction Unit

1 X Nasopharyngeal Kit

1 X Suction Catheter Set

1 X 2 Fold Stretcher (Shield Medica)

1 X First Aid Kit

1 X Medical Penlight

1 X Main Stretcher with mattress, restraints & fastener kit (Shleid Medica)

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1 X Laryngoscope Set - Mcintosh

1 X Automated External Defibrillator (Zoli AED Plus)

with Electrode

1 X Hand Held Pulse Oximeter

1 X ECG Monitor

Suspension with coil leaf spring

Front & Rear differential

4WD system Steel wheels

Tyre dimensions 7.50 R16-8 (E)

High altitude compensator

Fuel tank capacity 180L (main 90+ sub 90)

Cylinders: 6 in line

Overall width: 1.770 mm

Overall length, 4,990 mm

Overall height 2.115 mm

Min. ground clearance: 235 mm

Min. turning radius (tyre); 6.8 m

Min. turning radius (body): 7.1 m

Ambulance Pack: Medical Cabinets

Fire Extinguisher

Squad Bench/Storage

Oxygen Cylinder 48ft<sup>3</sup> Partition Window

Intake/Outtake Fan

Roof Lights

N Holders

Handralis/Handholds

Spine Backboard Storage Oxygen Outlet with Regulator, Flow Meter and Humidifier

Roof Light Switch

Intake/Outtake Fan Switch

Vacuum Pumo Switch

220V & 12V Power Outlets

Suction Aspirator

Vacuum Outlet Map Reading Light

Main Stretcher

Rear Air Conditioner

Control Panel System

inverter

### CONTACT US:

TOYOTA PUGU BRANCH No.5 Nyerere Road P.O.Box 9060, DSM, Tel: +255 22 2866352 Fax: +255 222866814

TOYOTA SOKOINE BRANCH Sokoine Drive P.O.Box 9060, DSM Tel: +255 22 2118990-1 Fax: +255 222866814

TOYOTA ARUSHA BRANCH Gollondol Road P.O.Box 194, Arusha Tel: +255 27 2544092 Fax: +255 27 254846

TOYOTA TANGA BRANCH Bombo Hospital Road P.O.Box 109, Tanga, Tel: +255 27 2644668 Tel: +255 27 2644669

Website: http://www.toyota.co.tz E-mail: Sales@toyotatz.com



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M. C. Linking L. State of the State Christ And Alexander

# SPECIFICATIONS ON HINO - 500 SERIES 1627 - SLWB - 4x2 - F/C WITH THREE ROOM MAMMOGRAM MOBILE CLINIC

- 1- CLEAT MOUNTING SPEC 1
- 2- UNDER RUN BUMPER 1
- 3- MUDFLAPS WITH METAL MOUNTING GUARD / PAIR
- 4- REFLEXITE TAPE ON SIDES & CAB 2000
- 5- STICKER SPEED LIMIT 80km/h AT REAR 1
- 6- DOOR SINGLE SIDE WITH WALK IN STEP
- 7- STABILIZING SUPPORT LEG (2000kg) ALKO 4
- 8- FIRE EXTINGUISHER + MOUNTING BRACKET 9kg ABC DRY POWDER
- 9- WINDOW GLASS PANEL BUS TYPE SINGLE SLIDER TINTED 1200 x 900mm (CREW CARRIER)
- 10- VINYL ON FLOOR ROUNDED WHERE FLOOR MEETS SIDE WALLS
- 11- SUPPLY AND FIT A 9000BTU SPLIT TYPE AIR CONDITIONER FOR EACH COMPARTMENT
- 12- GENERATOR 7.5 KVA NOT SILENT MOUNTED ON SLIDERS IN GENERATOR BOX
- 13- DB BOARD AND ELECTRICAL INSTALLATION 1
- 14- DB BOARD WILL BE EQUIPPED AND SUITABLE FOR EXTERNAL AND GERERATOR POWER SUPPLY
- 15- POWER LEAD CABLE 30 M WITH A PLUG ON EACH END AND A SOCKET ON THE VEHICLE TO SOURCE POWER FROM AN OUTSIDE POINT

#### DIMENSIONS:

9000 mm (Outside Dimension)

2600 mm (Outside Dimension)

2450 mm (Outside Dimension)

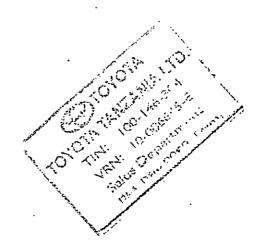
WISA WIRE - HEXA GRIP - 12mm

Back SOLID PANELLING - GRP 300 mm HIGH KICK PLATES

16- AWNING - MANUAL RECTRACTIBLE 4,0M AWNING F45 L400

17- 100L WATER TANK FOR GREY WATER AND DUMP VALVE

18-100L WATER TANK WITH PRESSURE PUMP 3



- 19- SUPPLY AND FIT A MIXER TAP AND PUMP 1
- 20- 220v / 18w AC LIGHT (LED) ON INSIDE OF BODY 1,5m
- 21-24v / 48w DC LED WORKERS LIGHT RECESSED INTO BODY
- 22- 220v / 50w AC LED WORKERS LIGHT RECESSED INTO BODY
- 23- BELLY BOX METAL WITH FLIP UP LID & GAS STAY
- 24- SIDE SKIRTS TO TRIM BELLY BOXES 9000
- 25- PARTITION + SLIDING DOOR GRP BETWEEN CONSULTING ROOMS
- 26- SUPPLY AND FIT L-SHAPE FOAM BOARD CUPBOARDS WITH ONE BASIN IN EXAMINING ROOM.
- 27- WHEEL CHAIR LIFT SUPPLIED AND FITTED WITH AN ACCSEE DOOR TO THE CLINIC
- 28- 0.5mm LEAD LINING FOR MAMMOGRAM ROOM 1
- 29-220V AC EXTRACTOR FAN FOR EACH COMPARTMENT
- 30-3 x DOCTORS + 3 x PATIENT CHAIR 6
- 31- WAITING ROOM CHAIRS 3
- 32- MEDICAL WASTE BIN 3
- 33- EXAMINATION BED 1
- 34- DRESSING TRAYS 1
- 35- 24V DC AUXILIARY BATTERY POWER SUPPLY
- 36- 3000W 12V/24V/48V TO 220V PURE SINE WAVE POWER INVERTER
- 37-15a 220v ac INELEGANT CHARGER 1
- 38- LOGOS AND BRANDING ON EXTERIOR WALLS 1
- 39- OFFICE TABLE SMALL 2
- 40- SMOKE DETECTOR WIRELESS (BATTERY OPERATED)
- 41- FIRE SUPPRESSION BLANKET 1M x1.2M
- 42- BRANDS WILL DIFFER FROM REQUEST DEPENDING ON WHAT IS AVALIBLE IN SOUTH AFRICA
- 43- PRICE EXCLUDES ALL COMPUTER EQUIPMENT
- 44- PRICE EXCLUDES REFRIGERATORS

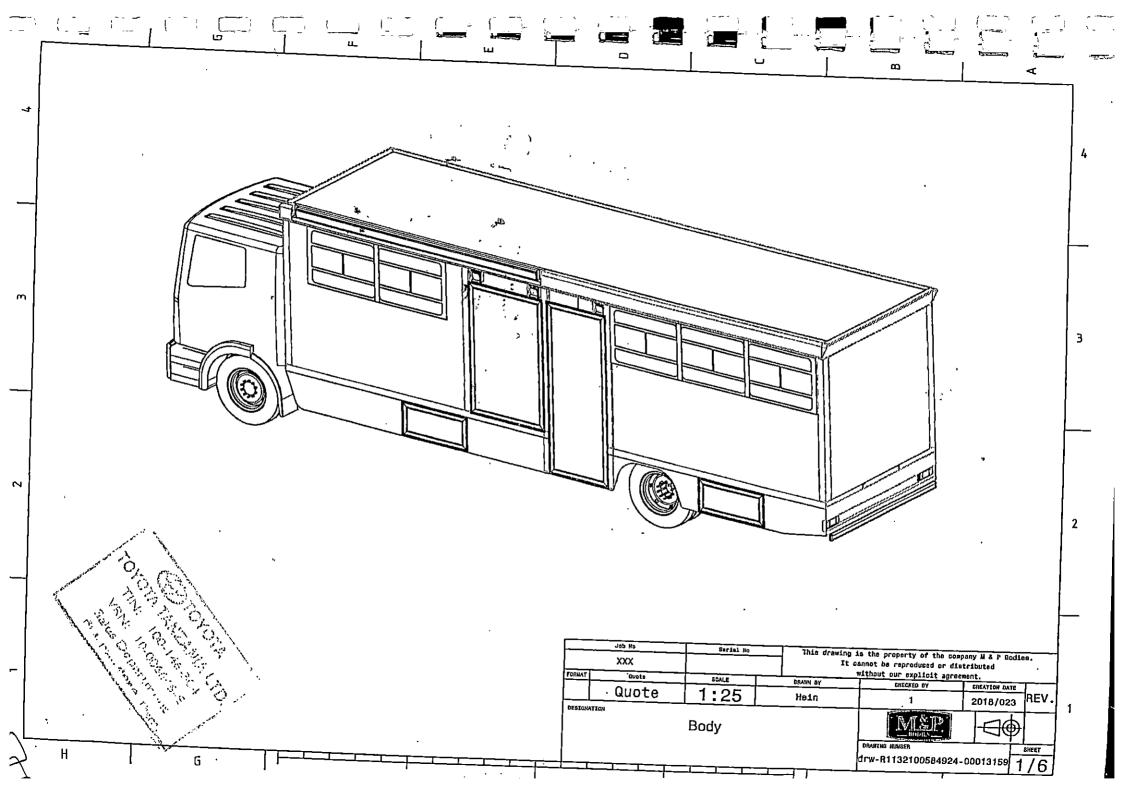
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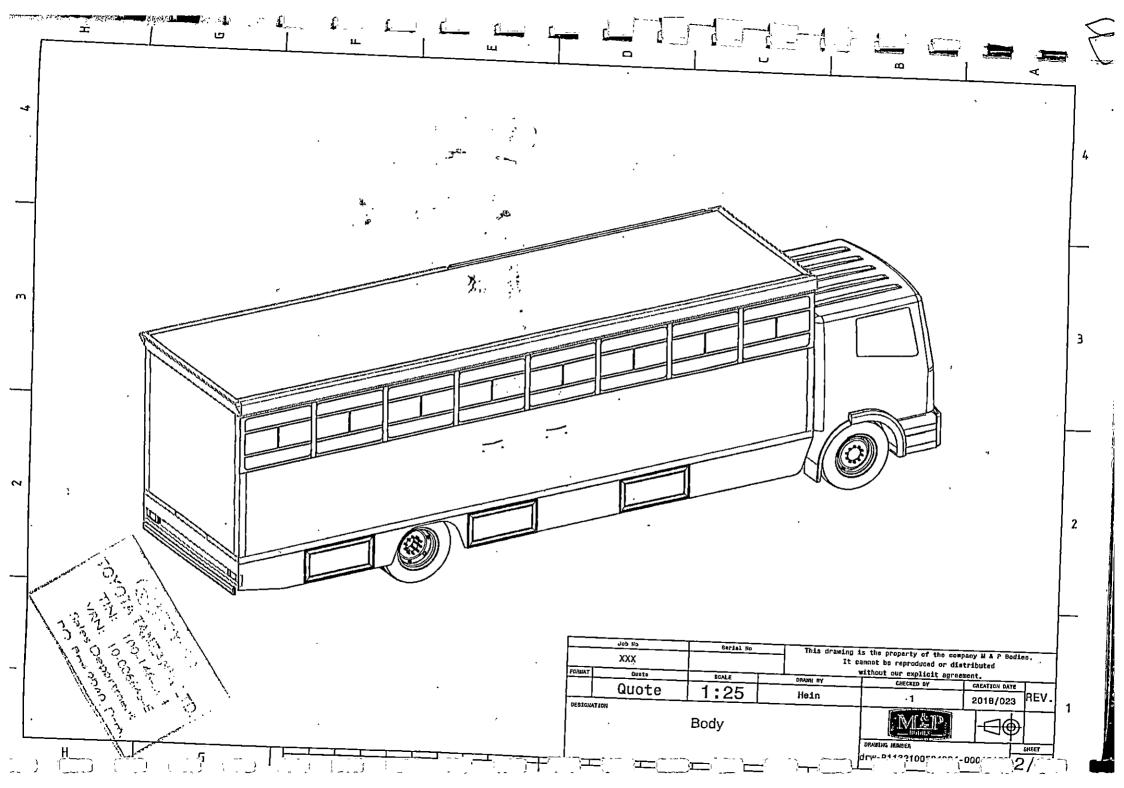
45- ALL MEDICAL EQUIPMENT TO BE SUPPLIED AND FITTED BUY CUSTOMER

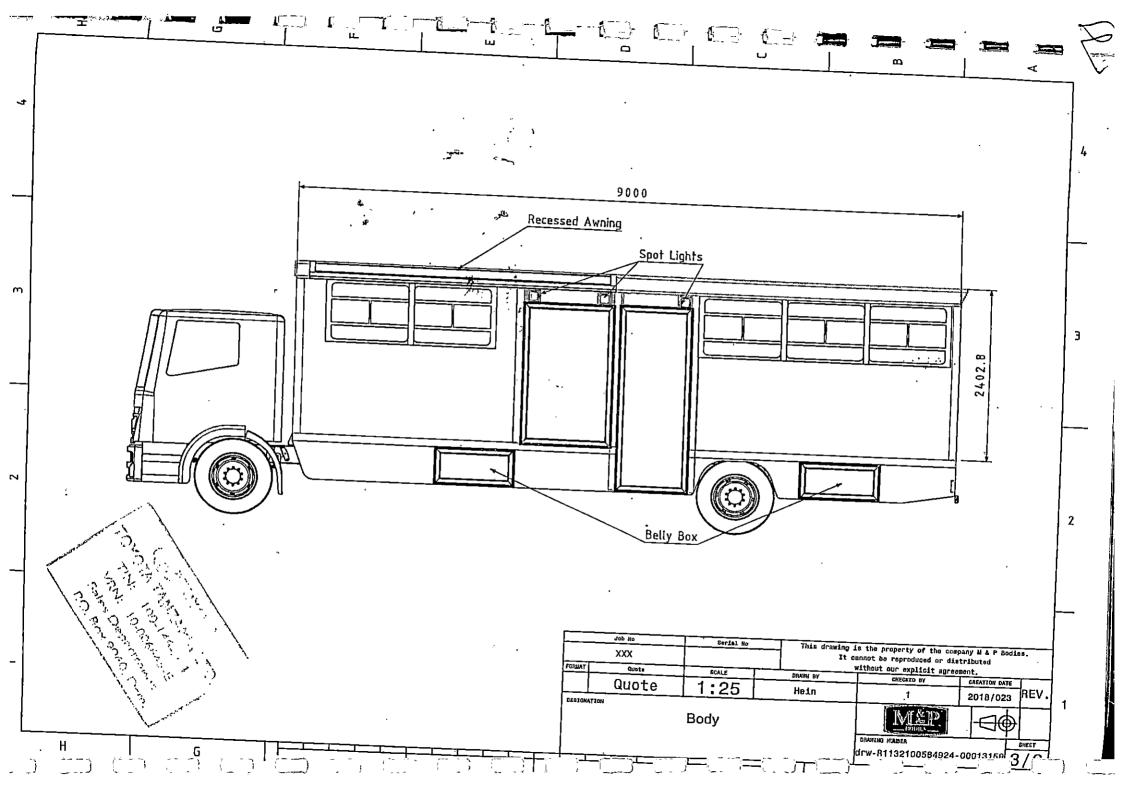
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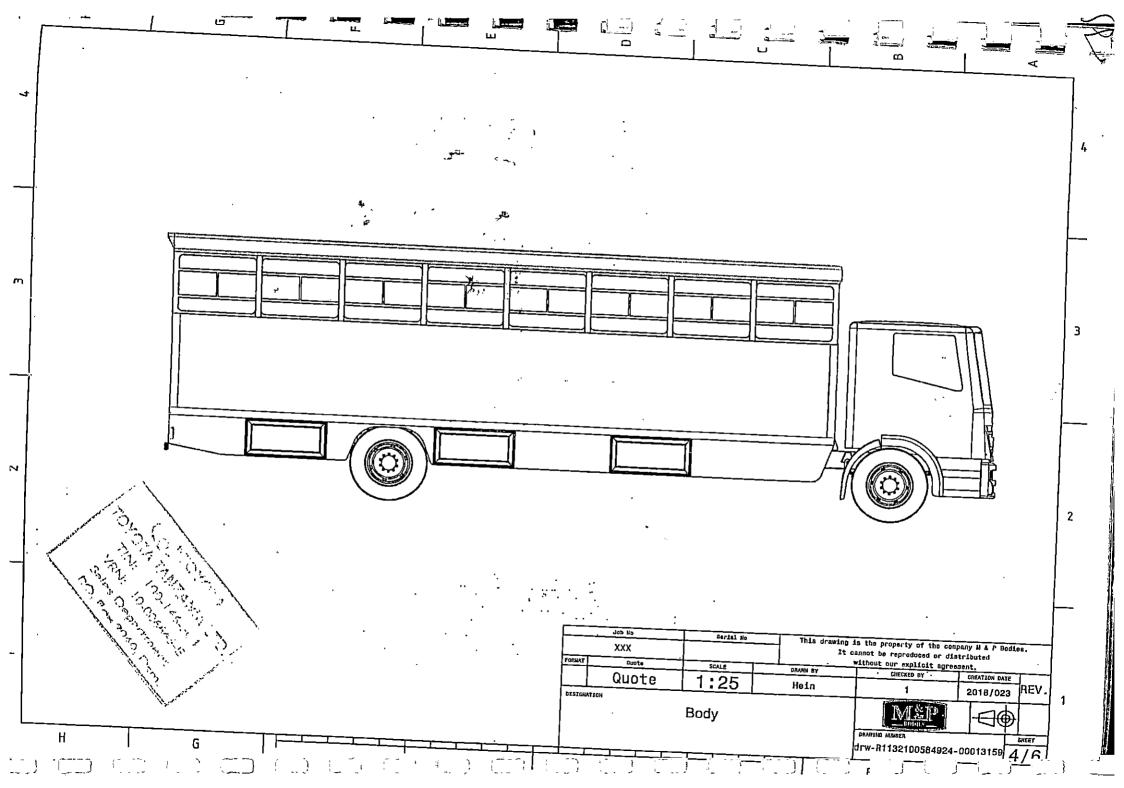
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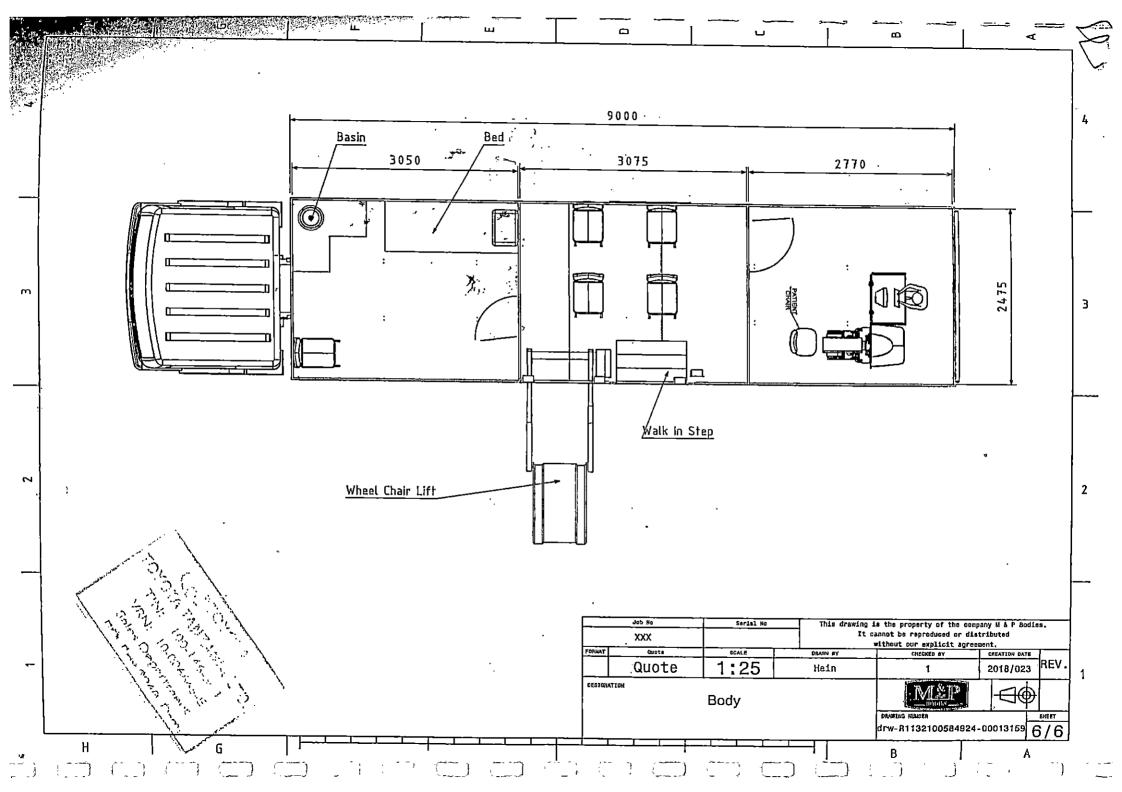
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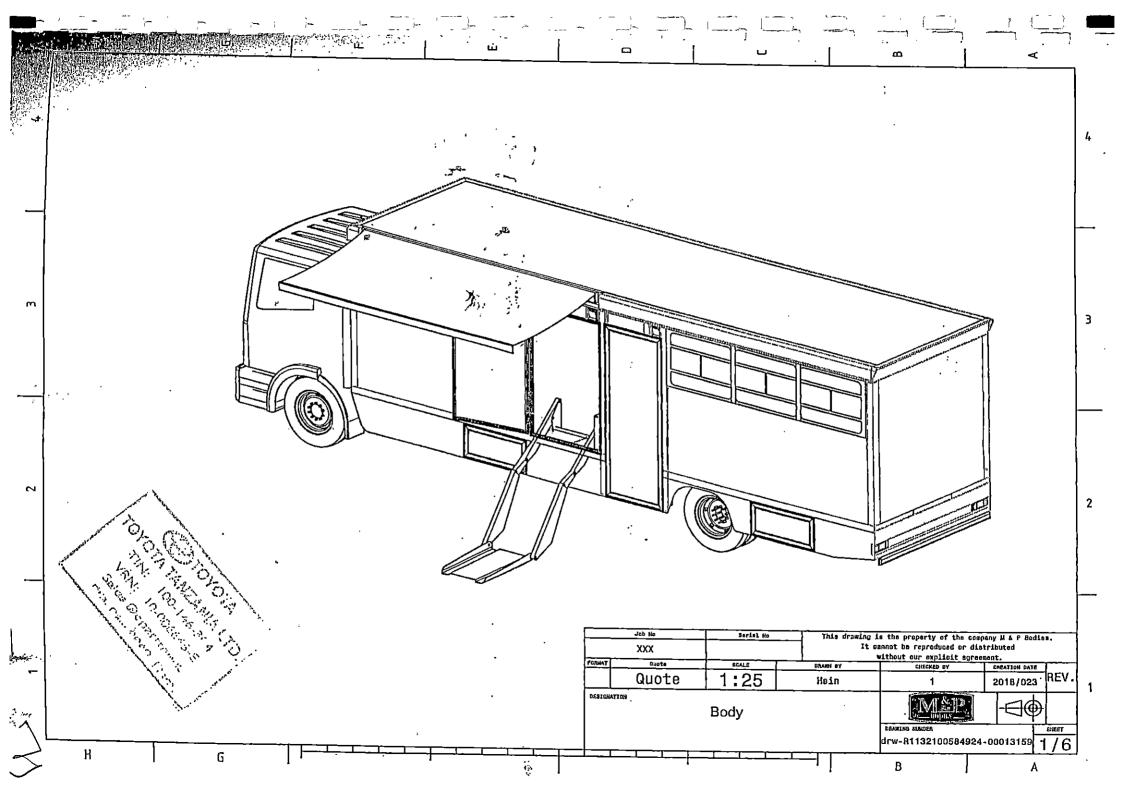


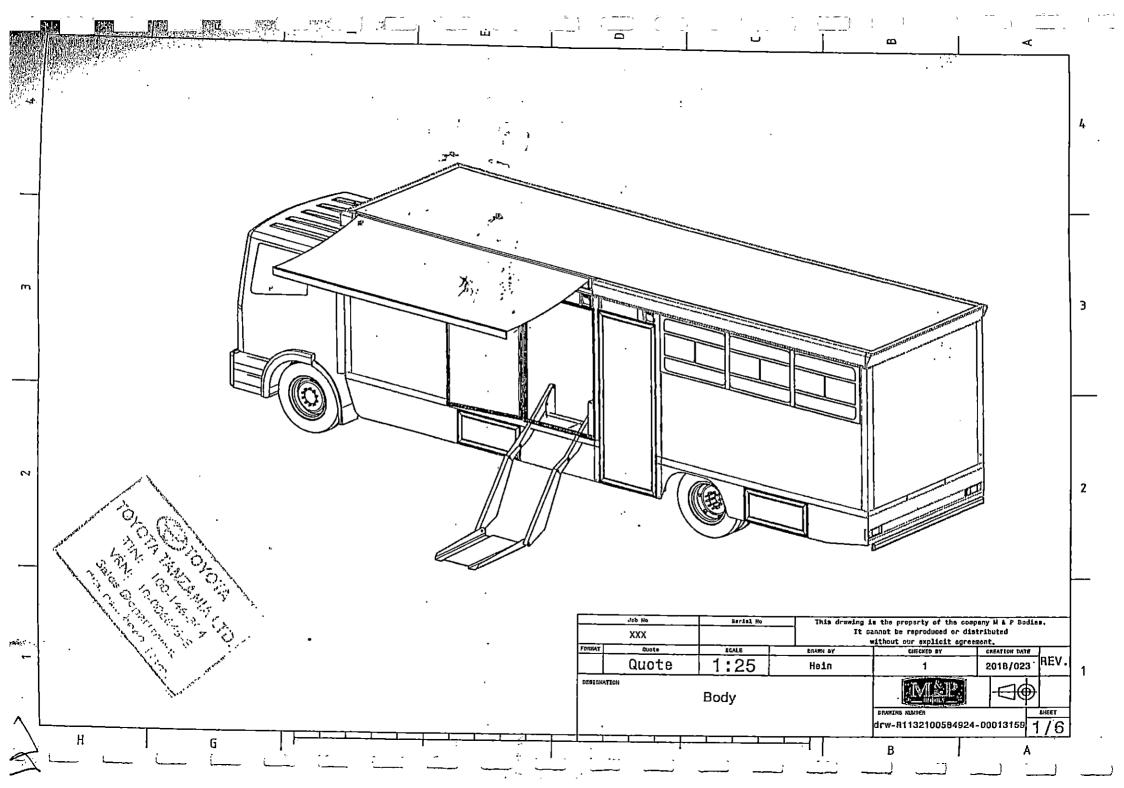












### PURCHASER'S LETTER OF ACCEPTANCE

### THE UNITED REPUBLIC OF TANZANIA MINISTRY OF HEALTH

Telegrams: "AFYA", DODOMA Telephone: +255 026 2323267

Email: Ps@afya.go.tz.

(All letters should be addressed to

The Permanent Secretary)



Government City- Mtumba Afya Street P. O. Box 743 40478 DODOMA

Ref. No.CAB 209/549/03/88

4<sup>th</sup> April, 2022

Managing Director, Toyota Tanzania Ltd, P.O.BOX 9060, DAR ES SALAAM.

> RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO. ME/007/HQ/2021-2022/HQ/G/150 FOR PROCUREMENT OF VEHICLES (20 ADVANCED AMBULANCE, 8 MOBILE VAN PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP).

Reference is made to the above heading.

- 2. Please be informed that, your Tender No: ME/007/2021-2022/HQ/G/150 submitted was approved by Ministerial Tender Board held on 29th March,
- The contract is hereby accepted by the Ministry of Health Community 3. Development, Gender, Elderly and Children at a Contract sum of Tanzania Shillings Eight Billion Ninety-Eight Million Four Hundred Thirty-Three Thousand Five Hundred Nineteen - Eighty-Four Cents (8,098,433,519.84) VAT Inclusive.

Thank you for your cooperation.

PERMANENT SECRETARY

### TOYOTA TANZANIA LTD

No. 5 Nyerere Road P.O. Box 9060, Dar es Salaam, Tanzania T: (255) 22 2866815-9, F: (255) 22-2866814



Ref. No. PFI/SD/27/WK/2022

8th April 2021

Permanent Secretary (Health) Ministry of Health, P. O. Box 743, 40478 Dodoma.

RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER No. ME/007/HQ/2021-2022/HQ/G/150 FOR PROCUREMENT OF VEHICLES (20 ADVANCED AMBULANCE, 8 MOBILE VAN PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP)

We acknowledge with thanks receipt of your tender award letter and are pleased to confirm our acceptance of the award.

Kindly be informed that 8 units Blood Collection Van are expected to arrive in six (6) months from the date of contract signing, while 20 units Ambulance Advance are expected to arrive in 8 to 12 months from the date of contract signing and completion of procurement formalities.

Extended delivery delay for Land Cruiser Hardtop, Ambulance models inclusive is due to the post effects of COVID 19 and other acts of force majeure effects which has resulted to severe global shortages of Semiconductors chips, which forced the Automobile Manufacturers worldwide to scale back their production operations. These microchips devises are used for critical functions in automobiles, such as sensing, safety features, power management, displays and control of the vehicles.

We assure you that after contract signing, your order will be treated with the highest priority, and in case of availability of any units in between you will be notified.

We always assure you of our best attention.

100-146-364

TOYOM TANZANIA LTD.

Npah William-Kadiyamana

NERALMANAGER - TOYOTA TANZANIA LIMITED.

Dar es Salaam Sokolne Drive P.O. Box 9060, Dar es Salaam Tel: +255 22 2118990/1

Galipadol Rd P.O. Box 194. Arusha Fax:+255 27 2548426

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sales@tovotatz.com service@toyolatz.com yamaha@citymotorstz.com case@toyotatz.com









### **NEGOTIATION MINUTES**

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# MINUTES FOR THE NEGOTIATION MEETING AT MINISTRY OF HEALTH -

Project Name: Procurement of 503 Motor vehicles (Toyota land cruiser Hardtop ambulance basic 233 units, Hard Top 5 doors 242 Units, Hardtop Ambulance-Advanced 20 units, and Mobile Blood Collecting Van 8 units) under Tanzania COVID19 social economic recovery plan (TCRP).

Conducted On: 11th January 2022

Venue: DPM Office, 6th Floor-NHIF Building Office- MoH

Prospective Bidder: M/s Toyota Tanzania

Attendance:

| S/N | Name                 | Title                   | Organization         | Position                   |
|-----|----------------------|-------------------------|----------------------|----------------------------|
| 1.  | Mwita J.M. Waibe     | Head of Nutrition       | PO-RALG              | Chairperson                |
| 2.  | Beshuu A. Saleh      | Senior Supplies Officer | МоН                  | Secretary                  |
| 3.  | Mary A. Makata       | PNO& DRM Specialist     | МоН                  | Member                     |
| 4.  | Daniel Mhando        | Senior Accountant       | MoH                  | Member                     |
| 5.  | Josephat Joseph      | Procurement Officer     | PO-RALG              | Member                     |
| 6.  | Shafii Abdulkarim    | Accountant              | PO-RALG <sup>2</sup> | Member                     |
| 7.  | Joseph G.Shauritanga | Transport Officer       | MoH                  | Member                     |
| 8.  | Jamal Chembera       | Sales Manager           | Toyota Tanzania Ltd  | Supplier<br>Representative |
| 9.  | Kadiva Noah William  | General Manager         | Toyota Tanzania Ltd  | Supplier<br>Representative |



#### **AGENDA**

- 1. Opening of the Meeting
- 2. Introduction and adoption of Agenda.
- 3. Discussion points:
  - i) Discussion on the contract price.
  - ii) Discussion on Payment Terms
  - iii) Discussion on the Delivery Schedule
  - iv) Discussion on After Sales Services
  - v) Discussion on Confirmation of Order
- 4. Closing of the meeting.

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### , MINUTES FOR THE NEGOTIATION MEETING AT MINISTRY OF HEALTH -

### 1. OPENING OF THE MEETING:

Chairperson of the meeting opened the meeting at 12:16 pm by welcoming all members and supplier representative

## 2. INTRODUCTION AND ADOPTION OF AGENDA:

Chairperson introduced Members of Negotiation Team and briefing those keys issues of negotiation, members accepted Agenda for Negotiation and discussion.

### 3. DISCUSSIONS AND RESOLUTIONS

|                     | 1-0201010  |
|---------------------|--|
| - Agenda were disci | ussed and agreement reached as follows.  |
| - Samuel Hore disci | and agreement reached as follows   |
| ISSUE               | - The state of the |
| 13302               | AGREEMENT MAITH FULL BETTA   |
|                     | MINCENIENT 1001 COLL 5-4.  |

| ISSUE                | iscussed and agreement reached as follows.  |
|----------------------|---|
| 1000                 | AGREEMENT (WITH FULL DETAILS)   |
| ISSUE Contract price | AGREEMENT (WITH FULL DETAILS)  The negotiation team requested for price reduction from the readout Price as submitted by the Supplier of TZS. 82,824,346,125.84 (VAT Inclusive).  It was explained by the Supplier that, they considered the order as a bulk procurement and therefore, they did offer a discounted competitive Price. Also, the supplier informed negotiation team that, the Price Quoted is in TZS while the payment to the manufacturer will be in foreign currency which create a potential currency fluctuation risk. Basing on the two aforementioned factors the price cannot be much reduced. Therefore |
|                      | following were agreed:  • Supplier agreed to offer extra 2% discount on vehicles prices before taxes for 233 units of Toyota Land Cruiser Hardtop Ambulance Basic: 242 Units of Toyota Land Cruiser Hardtop 5 doors and 20 units of Toyota Land Cruiser Hardtop Ambulance-Advanced.   |
|                      | <ul> <li>The price for 8 units of Mobile Blood Collecting Van to<br/>remain as quoted. The supplier explained that already the<br/>price has increased by 3% since the submission of the<br/>Quotation.</li> </ul>  |
|                      | From the discussion, the negotiation team indicated that there was a need to offer discount because this is a bulk procurement, and it is an emergency or response towards addressing the COVID 19 pandemic and it was agreed by supplier.  |
|                      |   |

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# MINUTES FOR THE NEGOTIATION MEETING AT MINISTRY OF HEALTH –

| and the second s | 700 400 00   |
|--|--|
|  | NB: Following this 2% discount which is TZS.1,154,782,486.00 offered on the respective vehicles' prices before taxes, the Contract Price will change from the initial contract price of TZS. 82,824,346,125.84 (VAT Inclusive) to TZS. 81,669,563,639.84 VAT Inclusive. (See Appendix 2)   |
| Payment Terms  | Negotiation Team requested the payment to be done after Delivery, Inspection and Acceptance of the Motor vehicles  |
|  | Supplier agreed with the proposed terms of Payment and explained that the payment will be made Upon Submission of Memorandum Invoice for Payment supported by Bill of Lading and Packing List Evidencing Availability of Motor vehicles at the Custom Bonded warehouse prior to physical delivery. Procurement Entity will be allowed to Inspect the Motor vehicle at supplier's premises before payment.                      |
|  | <ul> <li>It was agreed by both parties on the payment model<br/>provided by the Supplier. However, payment will be made<br/>depending on the number of motor Vehicles Inspected and<br/>accepted by the Procuring Entity</li> </ul>  |
| Delivery Schedule  | Negotiation Team required the delivery Schedule to be before 30th June 2022, this is due to closure of the IMF funded projects-TCRP.   |
|  | Supplier informed Negotiation team that, because of COVID 19 Pandemic disease, the production of the required vehicles is slow. The supplier has pressed an order from the manufacturer who has provided a delivery schedule from May 2022 to May 2023 (See Appendix 1). The proposed delivery schedule will start on May 2022 and will depend on early confirmation of Order the Procuring Entity (Before 24th January 2022). |
| After Sales Services   | Negotiation Team required the assurance of the warranty time and the services which will be covered during warranty period   |
|  | The Supplier offered three After Sales Services which are.   |
|  | Three years or 100,000KMs manufacturer's warranty of factory-oriented defects, whichever comes first.  |
|  |  |

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# MINUTES FOR THE NEGOTIATION MEETING AT MINISTRY OF HEALTH –

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|--|
| 2) Value Plus free regular maintenance services for thre years or 75,000KMs whichever comes first; the service which will be done at 1000kms first service and thereafte in every 5000kms for new Toyota vehicles only. For Hintrucks the warranty period is 2 Years or 100 000Km and the Service package of 2 Years or 100 000Km.   |
| 3) These benefits are subject to Motor vehicles being maintained by Toyota Tanzania Limited or through Toyota Dealers in all items no 1 and 2 above  |
| In addition, the following services will be rendered by the supplier-Toyota Tanzania.  |
| Assurance of Availability or ordering of Spare parts at Toyota premises whenever required  |
| 5) Availability of Toyota Dealers all over the Country.  |
| The Supplier requested the Procuring Entity to Confirm the Order before 24th January 2022 in order to maintain the Delivery Schedule.  |
|  |

### 4. NEGOTIATION COMMITTEE RECOMMENDATIONS

The Negotiation team advice the Order to be confirmed on or before 24th January 2022 in order to align with the proposed delivery schedule.

### 5. CLOSING OF THE MEETING:

The meeting was closed at 13:43 pm and the chairperson thanked all the members for their constructive comments that lead to meet the negotiation conclusion.

Representative members, to sign for minutes document on behalf of others and their organizations.

| For the Procuring Entity (MINISTRY OF HEALTH) | For the Contractor (TOYOTA TANZANIA LTD) |
|---|--|
| Signature:                                    | Signature:                               |
| Name: WWITA WARE                              | Name: NOTH WILLIAM KADIVA                |
| Position: C PETZON                            | Position: CENERAL MANAGER                |
| N.C.  | CONORA TO TO TO TO                       |

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# APPENDIX 1: PROPOSED DELIVERY SCHEDULE

|  |           | <del></del> |     |     |      |     |     |     |             |              |             |      |             |     |     |     |     |        |
|--|-----------|-------------|-----|-----|------|-----|-----|-----|-------------|--------------|-------------|------|-------------|-----|-----|-----|-----|--------|
| Model & Delivery Time                                  | Units     | Feb         | Mar | T   | May  |     | 1   | T   | <del></del> | <del> </del> | <del></del> | ·    |             |     |     |     |     |        |
| Land Cruiser Ambulance Basic Land Cruiser Hardtop -10- | 233       |             |     | Apr | 2022 | Jun | Jul | Aug | Sep         | Oct          | Nov         | Dec  | Jan         | Feb |     |     | T   |        |
| Seater   | 242       |             |     |     |      | 3   | 5   | S   | 10          | 10           | 10          | 10   | 20          | 20  | Mar | Apr | May | Jun-23 |
| Land Cruiser Ambulance<br>Advance                      |           |             |     |     | 2    | 3   | 5   | 5   | 10          | 13           | 13          | ,, ] |             | 20  | 20  | 35  | 40  | 43     |
| Mobile collecting Van                                  | 20        |             |     |     | 1    | 1   | 3   | 3   | ,           |              |             | 13   | 20          | 20  | 20  | 35  | 40  | 43     |
| Total Unis   | 503       |             |     |     |      | 8 → | 8   |     | 3           | 3            | 3           | 3    |             |     |     |     | ļ   |        |
|  | 303       |             |     |     | 5    | 15  | 13  | 13  | 23          | 26           | <del></del> |      | <del></del> |     |     |     |     |        |
| APPENDIX 2: CALCULATION                                | (A) 30/ 5 |             |     |     |      |     |     |     |             | 20           | 26          | 26   | 40          | 40  | 40  | 70  | 80  | 86     |

# APPENDIX 2: CALCULATION ON 2% DISCOUNT OFFERED BY SUPPLIER

| Type of Motor vehicles                  | Initial Unit Price |     |              |                | Nov. D.I.                     | <del></del>         |                  |
|---|--------------------|-----|--------------|----------------|-------------------------------|---------------------|------------------|
| Land Cruiser Hardtop<br>Ambulance basic |                    |     | 2% Discount  | New Unit Price | New Price with 2%<br>Discount | Initial Tax         | Total Discount   |
| Land Cruiser Hardtop                    | 147,322.534.00     | 233 | 2,946,450.68 |                |                               | Initial Total Price | Offered          |
| Ambulance Advance                       | 107.5              |     | 4,270,430.68 | 144,288,999.00 | 33,619,336,767.00             | 34,326,150,422.00   |                  |
| and Cruiser Hardtop-5 Doors             | 167,061,366.00     | 20  | 3,341,227.33 | 163,622,043.00 | 2 222                         | 7,122.00            |                  |
| Cruiser Hardtop-5 Doors                 | 165,405,942.00     |     |              |                | 3,272,440,860.00              | 3,643,965,080.00    |                  |
| Mobile blood collecting Van             |                    | 242 | 3,308,118.84 | 162,745,529.00 | 39,384,418,018.00             | 40,028,237,964.00   |                  |
| o donceting van                         | 603,249,082.48     | 8   | 0            | 602 240 oz-    |                               | 40,028,237,964.00   |                  |
|   |                    |     | <u></u> _L.  | ,25,062.48     | 4,825,992,659.84              | 4,825,992,659.84    |                  |
|   |                    |     |              |                | 81,669,563,639.84             | 82,824,346,125.84   | 1,154,782,486.00 |

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### REVISED UNIT PRICE SCHEDULE AFTER FURTHER 2% DISCOUNT

| MODEL              | MODEL DESCRIPTION            | πZS Unit-πax<br>Free including<br>Value + |            | ĭ≩FZS:⊍nit | Tax/Paid/inclu | ding yalue + |             | TOTAL UNIT<br>TZS WITH<br>TAXES |
|--------------------|------------------------------|---|------------|------------|----------------|--------------|-------------|---------------------------------|
|                    |                              |   | 25%        | 1.5%       | 10%            | 18%          | TOTAL TAXES |                                 |
|                    |                              |   | import     | rdl        | excise         | vat          |             |                                 |
| HZJ78R-RJMRS (AMB) | LC HARDTOP AMBULANCE BASIC   | 120,827,254                               | •          | 1,451,558  | ,              | 22,010,186   | 23,461,745  | 144,288,999                     |
|                    | LC HARDTOP AMBULANCE ADVANCE | 136,990,015                               | -          | 1,672,733  |                | 24,959,295   | 26,632,028  | 163,622,043                     |
| HZJ76R-RKMRS       | LC HARDTOP 5DOOR - 10 SEATER | 105,965,601                               | 20,483,551 | 1,229,013  | 10,241,775     | 24,825,589   | 56,779,928  | 162,745,529                     |

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