

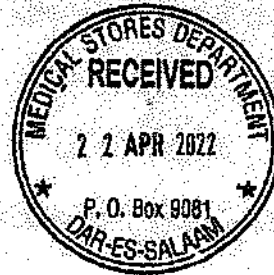


Ref. No. IE-009/2021/2022/HQ/G/112/4/1

13<sup>rd</sup> April, 2022

Pacific Diagnostics Ltd,  
P. O. Box 34056,  
Dar es Salaam,  
TANZANIA.

Tel: +255 22 2701032  
Fax: +255 22 2773440  
Email: info@pacificafrika.com



**RE: CALL-OFF ORDER NO.1 UNDER FRAMEWORK AGREEMENT FOR  
SUPPLY MEDICAL EQUIPMENT  
FROM MANUFACTURERS AND AUTHORISED DEALERS  
UNDER TENDER NO. IE-009/2021/2022/HQ/G/112**

Reference is made to the captioned subject above.

Please we hereby issue this Call-off Order subject to the terms and conditions of the Framework Agreement referenced above. In the event of conflict between this Call-off Order and the Framework Agreement, the latter shall prevail.

Please proceed with delivery of the supplies as detailed and in accordance with terms indicated below:

S/N	Part Number	Brand/Description	Unit	Quantity	Unit Price (TZS)	Total Price (TZS)
1	20060340	Adult Continuous Positive Airway Pressure (ACPAP)	1pc	6	4,000,000.00	24,000,000.00
2	30020019	Central Monitoring Station 8 Channels	1set	1	14,928,355.00	14,928,355.00
3	20060002	Endotracheal Tube (ETT)	1pc	100	2,296.67	229,667.00
4	20060004	Nasopharyngeal Air Way (NAP)	1pc	100	4,593.34	459,334.00
5	20060043	Nebulizer	1pc	14	205,000.00	2,870,000.00
6	20060343	Patient Monitor	1pc	47	12,000,000.00	564,000,000.00
<b>Total price, DDP MSD Warehouse Dar es Salaam</b>						<b>606,487,356.00</b>

Req No. 1186938, 1186941, 1186942, 1186944, 1186946, 1186947, 1186948.

The total value of this Call-off Order is Tshs 606,487,356.00 (Tanzanian Shillings six hundred six million four hundred eighty-seven thousand three hundred fifty-six) only Zero rated VAT.

The goods indicated above shall be invoiced and delivered at Medical Stores Department Central Warehouse Dar es Salaam, immediately and not later than 15<sup>th</sup> July, 2022.

Dp/jv/gn

ES/OM/WH/11  
0755868532

a) For the Procuring Entity

Signature: [Signature] Date: 13 April 2022  
Major General Gabriel Saul Mhidze (Dr) Director General

Witness: [Signature] Date: 13th April 2022  
Christopher Kamugisha Chief Legal Counsel

b) For the Supplier

Signature: [Signature] Date: 21<sup>st</sup> April 2022  
NALIAI PAULIP C.O.O.  
(Full Name) (Designation)

Witness: NELICE BAGIRA Date: 21/04/2022  
[Signature] TENDER OFFICER  
(Full Name) (Designation)



## FORM OF FRAMEWORK AGREEMENT

**This Agreement Ref. NO. IE-009/2021/2022/HQ/G/112/4** is made on 28<sup>th</sup> March, 2022 between The Director General, Medical Stores Department of P. O. Box 9081 Dar es Salaam (hereinafter referred to as **"The Procuring Entity"**) of the one part, and Pacific Diagnostics Ltd, P. O. Box 34056, Dar es Salaam, Tanzania. (hereinafter referred to as **"The Supplier"**) of the other part.

**Whereas** the Procuring Entity invited tenderers for Supply of Medical Equipment (hereinafter referred to as **"The Goods"**) under Framework Agreement; **and**

**Whereas** the said Procuring Entity has accepted the bid by the Supplier to supply the goods at the agreed unit prices indicated herein;

### Now This Agreement Witnesseth as Follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in this Agreement.
2. That the following attached documents shall be construed as forming part of this Agreement:
  - a) This Form of Framework Agreement;
  - b) General conditions of Contract;
  - c) Special Condition of Contract;
  - d) Form of Tender and Price Schedule submitted by the supplier;
  - e) Procuring Entity's Notification of Acceptance of Award of Contract;
  - f) Supplier's Acceptance Letter;
  - g) Technical Specifications;
  - h) Power of Attorney.
3. The Supplier covenants with the Procuring Entity to supply the following goods in conformity with the Technical Specifications forming part of this Agreement:

S/N	Goods Description	UoM	Manufacturer/Origin	U/ Price (TZS)
1	Adult Continuous Positive Airway Pressure (ACPAP)	1pc	Resvent/China	4,000,000.00
2	Central Monitoring Station 8 Channels	1set	BPL Medical/India	14,928,355.00
3	Endotracheal Tube (ETT)	1pc	HBM/China	2,296.67
4	Nasopharyngeal Air Way (NAP)	1pc	HBM/China	4,593.34
5	Nebulizer	1pc	BPL Medical/India	205,000.00
6	Patient Monitor	1pc	BPL Medical/India	12,000,000.00

4. In consideration of the supply of the goods, the Procuring Entity hereby covenants to pay the Supplier the contract price at agreed unit prices indicated in paragraph 3 above as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Procuring Entity shall order from the Supplier the goods specified during the contract period as the need shall arise by issuing Call-Off Orders which shall be issued as notices and signed by the Procuring Entity.

Dp/jt/grm

6. The Supplier shall deliver the goods as per delivery schedule stated in the Call off Order. Where the goods will be urgently needed and in the event the Supplier will be unable to deliver the goods within the indicated timeframe, the Procuring Entity shall be at liberty to procure the goods from other alternative sources available.
7. The Supplier shall ensure the goods supplied shall be in good quality and standard and shall not be less than 80% or 24 months of the total shelf life at the time of delivery.
8. The Procuring Entity shall have right to inspect, test and, where necessary, reject the goods that fail to conform to specifications irrespective of having previously been inspected and passed before delivery to MSD.
9. In the event of rejection of the goods for any reason, the Supplier shall pick the rejected goods immediately and not more than 3 days after the notice of rejection has been communicated. A daily storage charge shall be imposed on any unpicked goods after expiry of the grace period of 3 days as the Procuring Entity shall determine.
10. Payment terms shall be hundred (100) percent of the received goods price and shall be paid within thirty (30) days after receipt of the goods upon submission of an invoice for each Call-Off Orders.
11. The Procuring Entity shall apply a vendor rating system through which the Supplier's performance will be continuously measured in respect of adherence to agreed delivery schedules, quality of consignments received, quality of communications during the contract period and all conditions of contract in general. Such performance rating shall be used in future evaluations and may influence future contract awards.
12. The Supplier shall submit the performance security of 10% of the call off orders which shall be issued as notices and signed by procuring Entity.
13. This Framework Agreement shall run for a period of 36 months effective from 01<sup>st</sup> April, 2022 to 02<sup>nd</sup> April, 2022.

a) **The Procuring Entity**

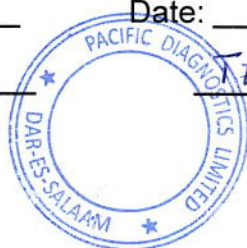
Signature: \_\_\_\_\_ Date: 30 March 2022  
**Major General Gabriel Saul Mhidze (Dr)** **Director General**

Witness: \_\_\_\_\_ Date: 28th March 2022  
**Christopher Kamugisha** **(Chief Legal Counsel)**

b) **The Supplier**

Signature: \_\_\_\_\_ Date: 28th March 2022  
NARIAL PHUMIT C.O.O  
**(Full Name)** **(Designation)**

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
NELICE BAGIRA TENDER OFFICER  
**(Full Name)** **(Designation)**





**MINUTES OF NEGOTIATION MEETING FOR TENDER ID No. IE-009/2021/2022/HQ/G/112 FOR SUPPLY OF MEDICAL EQUIPMENT FROM MANUFACTURERS AND AUTHORIZED DEALERS UNDER IMF FUNDING WHICH WAS HELD AT MSD ON 04/01/2022**

**Attendance:**

S/No	Name	Title	Organization
1	Manfred Mjimba	Accounts Assistant II	Medical Stores Department (MSD)
2	Mbwana Likaba	Senior Customer Service Officer	Medical Stores Department (MSD)
3	Greyson Mwakalindile	Radiographer	Medical Stores Department (MSD)
4	Abraham Okore	Managing Director	Pacific Diagnostic Limited

**Agenda:**

1. Introduction
2. Opening of the meeting,
3. Discussion on Price reduction,
4. Conclusion
5. Closure of the meeting

**1. Introduction**

Medical Stores Department invited Pacific Diagnostic Limited for negotiation because PMU noted the quoted price is high than the approved budget and market price. The negotiation was intended to achieve price reduction.

**2. Opening**

The meeting was held at MSD Keko in the MSD conference room 1<sup>st</sup> Floor on Tuesday 04<sup>th</sup> January 2022.

The chairperson opened the meeting at 15:10hrs. After self-introduction, chairperson informed the members that the main purpose of the meeting was to discuss on the above agenda specifically on agenda number three.

**3. Discussion on Price Reduction;**

The chairperson informed the representatives from Pacific Diagnostic Limited that after review of the proforma in the said quote, the team noted that price quoted is

high compared to the approved budget so in this case MSD is requesting a price reduction.

The representative explained that quoted prices are reasonable and very competitive due to the quality and quantity needed by MSD

After long discussion, the supplier agreed to reduce the price as stated on the analysis below.

S/N	Item	Qty	Unit Price before discount	Unit Price after discount	Discount received	Discount Rate
1	Adult Continuous Positive Airway	6	4,593,340.00	4,000,000.00	593,340.00	12.91%
2	Nebulizer	14	252,633.70	205,000.00	47,633.70	18.85%
3	Patient Monitor	47	12,631,685.00	12,000,000.00	631,685.00	5.00%


#### 4. Conclusion

Supplier agreed to reduce price as per above analysis.

#### 5. Closure of the meeting:

The Chairperson closed the meeting at 1540hrs.

  
Mbwana Likaba  
Chairperson

  
Abraham Okore  
Pacific Diagnostic Limited

# Pacific Diagnostics

medical imaging solutions

25<sup>th</sup> February 2022

PDL/MSD/ACCEPT/034/2022

EXECUTIVE DIRECTOR,  
MEDICAL STORES DEPARTMENT  
P.O. BOX 9081,  
DAR ES SALAAM,  
TANZANIA.

Dear Sir/Madam,

**RE: ACCEPTANCE OF OFFER UNDER TENDER NO: IE-009/2021/2022/HQ/G/112 FOR SUPPLY OF MEDICAL EQUIPMENT FROM MANUFACTURERS AND AUTHORIZED DEALER UNDER IMF FUND**

We hereby acknowledge with pleasure the receipt of your letter with Ref No. BA.99/169/01F/95 dated 23<sup>rd</sup> February 2022.

With this letter, we confirm our acceptance of the offer accordingly and we pledge to deliver the best in the course of execution.

We are looking forward to working with you on the next step for signing the contract.

Yours faithfully,

For PACIFIC DIAGNOSTICS LTD



Naftal Phillip  
Chief Operations Officer



12

13

14





UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH  
MEDICAL STORES DEPARTMENT



In reply please quote:

Ref. No: BA.99/169/01F/95

23<sup>rd</sup> February, 2022.

Pacific Diagnostics Ltd,  
P. O. Box 34056,  
Dar es Salaam,  
TANZANIA.

Tel: +255 22 2701032  
Fax: +255 22 2773440  
Email: [info@pacificafrika.com](mailto:info@pacificafrika.com)

Dear Sirs,

**RE: NOTIFICATION OF ACCEPTANCE OF OFFER UNDER TENDER NO. IE-009/2021/2022/HQ/G/112 FOR SUPPLY OF MEDICAL EQUIPMENT FROM MANUFACTURERS AND AUTHORIZED DEALER UNDER IMF FUND**

Reference is made to the above mentioned subject.

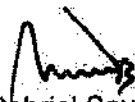
2. Kindly be notified that, we have accepted your offer to supply the following items using Framework Agreement of 3 years as detailed below:

S/N	Goods Description	UoM	U/ Price (TZS)
1	Adult Continuous Positive Airway Pressure (ACPAP)	1pc	4,000,000.00
2	Central Monitoring Station 8 Channels	1set	14,928,355.00
3	Endotracheal Tube (ETT)	1pc	2,296.67
4	Nasopharyngeal Air Way (NAP)	1pc	4,593.34
5	Nebulizer	1pc	205,000.00
6	Patient Monitor	1pc	12,000,000.00

**Incoterm DDP to Dar es Salaam MSD HQ Warehouse.**

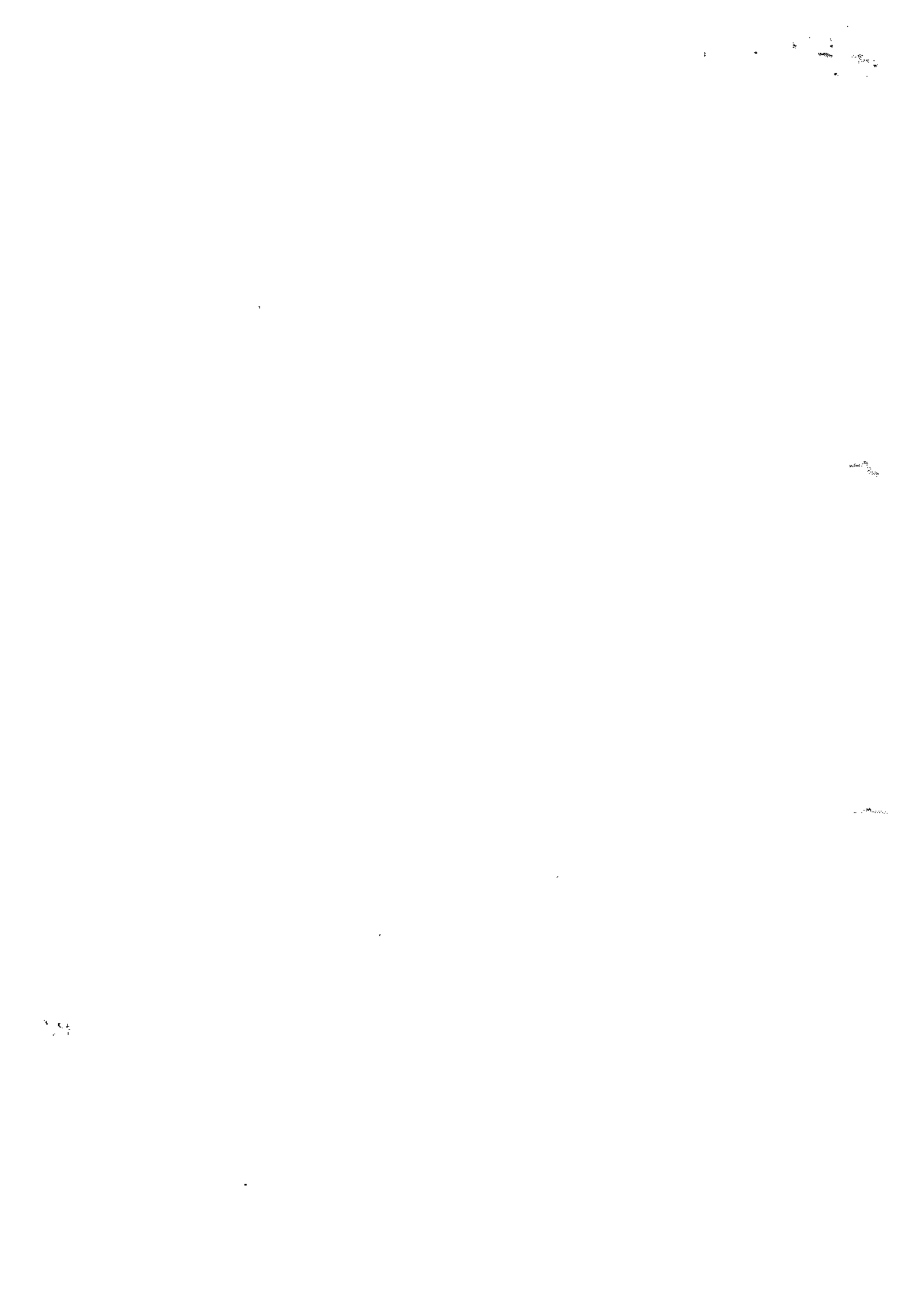
3. Please acknowledge receipt of acceptance of this offer to the Secretary, MSD Tender Board not later than 25<sup>th</sup> February, 2022 for our further action.

Thank you for your cooperation,

  
Major General Gabriel Saul Mhidze (Dr)  
DIRECTOR GENERAL

Medical Stores Department, Off Nyerere Road, Napinduzi Street, P.O. Box 9084, Temeke, Dar es Salaam.  
Phone: +255(22)2860890/7, Fax: +255(22)2865814/19, Email: [info@msd.go.tz](mailto:info@msd.go.tz), Website: [www.msd.go.tz](http://www.msd.go.tz)

Dpfb/mak



**CONFIDENTIAL**

**THE UNITED REPUBLIC OF TANZANIA  
THE OFFICE OF THE ATTORNEY GENERAL**

Telegraphic Address: "LEGAL"  
Telephone: +255-26-2961941  
+255-26-2961942  
Email: [dag@agctz.go.tz](mailto:dag@agctz.go.tz)  
Website: [www.agctz.go.tz](http://www.agctz.go.tz)  
In reply please quote:



Government City Mtumba,  
Mwanasheria Road,  
P. O. Box 630,  
**DODOMA.**  
**TANZANIA.**

Ref. No. CBD. 99/217/01/12

22<sup>nd</sup> March, 2022

Director General,  
Medical Stores Department,  
Off Nyerere Road, Keko Mwanga,  
P. O. Box 9081,  
**DAR ES SALAAM.**

**RE: VETTING OF CONTRACT NO. IE-009/2021/2022/HQ/G/112/4 FOR  
SUPPLY OF MEDICAL EQUIPMENT FROM MANUFACTURERS AND  
AUTHORISED DEALERS**

---

Reference is made to the above subject and your letter with Ref. No. CBA.20/169/01/117 dated 10<sup>th</sup> March, 2022 submitted the above draft framework Agreement to this office for vetting on 18<sup>th</sup> March, 2022.

We have gone through the above named draft contract awarded to **Pacific Diagnostics** and the following is our advice:-

1. We failed to find the Form of Tender and it does not appear on the list of documents forming part of the Agreement under clause 2 of the Form of Framework Agreement. Kindly be advised to satisfy yourself on the modality of tendering used and ensure that it does not violate the Public Procurement Act, 2011 as amended and its 2013 Regulations.
2. Manufacture authorisation form is attached but not listed as documents forming part of the Agreement under clause 2 of the Form of Agreement. Kindly be advised to have it listed as such.
3. SCC 4 correspond with GCC 3.2, kindly be advised to rectify the error.

**CONFIDENTIAL**

**CONFIDENTIAL**

4. Clause 2 of the form of Framework Agreement, kindly be advised to provide the order of priority in-case of ambiguity.
5. Under clause 12 of the Form of Framework Agreement ensure that the effective date is known and inserted before signing the contract, for smooth execution of the contract.
6. SCC 8/ GCC 10 Kindly ensure that the Supplier submits to you performance Security as agreed upon, and your Office should verify its authenticity.
7. We did not comment on the Contract Price on the Contract Price believing that prior your Office made through verifications of the same during tender evaluation. However take note that, the onus to ensure value for money through this tender, lies on your office.
8. We believe that you have conducted due diligence on competence, existence and ability of the Supplier; if not, kindly be advised to conduct the same prior to signing of the contract.

Take note that we have vetted this draft contract on the understanding that all technical aspects of the contract including Technical Specifications and Schedule of Price have been thoroughly verified by your good office before the award of the tender and that you are satisfied with the technical competence of the intended supplier. Furthermore it is also our understanding that, the Public Procurement Act, 2011 as amended particularly section 4A and its 2013 Regulations inclusive of Regulations 4, 5 and 10(4), were duly considered.



Richard R. Nkaina

For: **ATTORNEY GENERAL**

**CONFIDENTIAL**

## General Conditions of Contract

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the 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 t 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 tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, ad includes the legal successors or permitted assigns of the supplier.
  - (k) "The Project Site" where applicable, means the place or places **named in SCC**.

- (l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
- (m) "Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
- (p) "Day" means calendar day.

- 2. **Application**
  - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
  - 2.2 These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.
- 3. **Nature and Period of Contract**
  - 3.1 The type of Contract is a Standing Offer Agreement
  - 3.2 The Contract is a Framework Contract; the Period of the Contract is **Stated in the SCC**. The Contract shall Commence in accordance with the **nomination in the SCC**, being either a specific date or the Date of acceptance

- |   |     |   |
|---|-----|---|
| 4. <b>Governing Language</b>  | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language <b>specified in SCC</b> . Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.  |
| 5. <b>Applicable Law</b>  | 5.1 | The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise <b>specified in SCC</b> .   |
| 6. <b>Country of Origin</b>   | 6.1 | The origin of Goods and Services is distinct from the nationality of the Supplier.  |
| 7. <b>Standards</b>   | 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. <b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b> | 8.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
|   | 8.2 | The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.   |
|   | 8.3 | Any document, other than the Contract itself, enumerated in GCC Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.   |
|   | 8.4 | The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of 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 Copy Rights**

- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

**10. Performance Security**

- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in SCC.**
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; or
  - (b) A cashier's or certified check.
- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the 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 Purchaser 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. Review Meetings,  
Reports,  
Inspections and  
Tests**

- 11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the 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 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 Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract
- 11.5 Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.
- 11.6 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.7 Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

## 12. Packing

- 12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

## 13. Delivery and Documents

- 13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
- 13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
- 13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.
- 13.4 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.
- 13.5 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 13.6 Documents to be submitted by the Supplier are **specified in 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. **Transportation** 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the 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.
- 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 Services** 16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.

16.2 Prices charged by the Supplier for incidental services, if not included in the 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.

## 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:

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

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

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

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

## 18. Warranty

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

- 18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, **unless specified otherwise in SCC.**
- 18.3 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 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 Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in 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.

## 19. Payment

- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of units delivered and accepted in accordance with the Contract.
- 19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing 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 Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3 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 a rate **specified in the SCC.**

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **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 17.4

## 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 Purchaser's request for tender validity extension, as the case may be.

## 21. Estimated Quantities and Change Orders

21.1 The estimated quantities required are shown in the schedule of requirements. Although every endeavor has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.

21.2 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract and any one or more of the following:

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

- 21.3 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21.4 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 22. Contract Amendments** 22.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 23. Assignment** 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 24. Subcontracts** 24.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 24.2 Subcontracts must comply with the provision of GCC Clause 3.
- 25. Delays in the Supplier's Performance** 25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the 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 Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

25.3 Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

**26. Liquidated 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 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 27.

**27. Termination for Default.**

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

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

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
- b) The Supplier fails to perform any other obligation(s) under the Contract;
- 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
- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.

For the purpose of this clause:

- a) "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;
- b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- c) "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

d) "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

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

27. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, 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.

## 28. Force Majeure

28. Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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.

28. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the 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. 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.

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

**29. Termination for Insolvency**

29. 1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**30. Termination for Convenience**

30. 1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

30. 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.

**31. Disputes**

31. 1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

31. 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.

31. 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.

**32. Procedure for Disputes**

32. 1 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.

32. 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.
32. 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 of Adjudicator**
33. 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.
34. **Limitation of Liability**
- 34.1 Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
- (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.
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 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**.

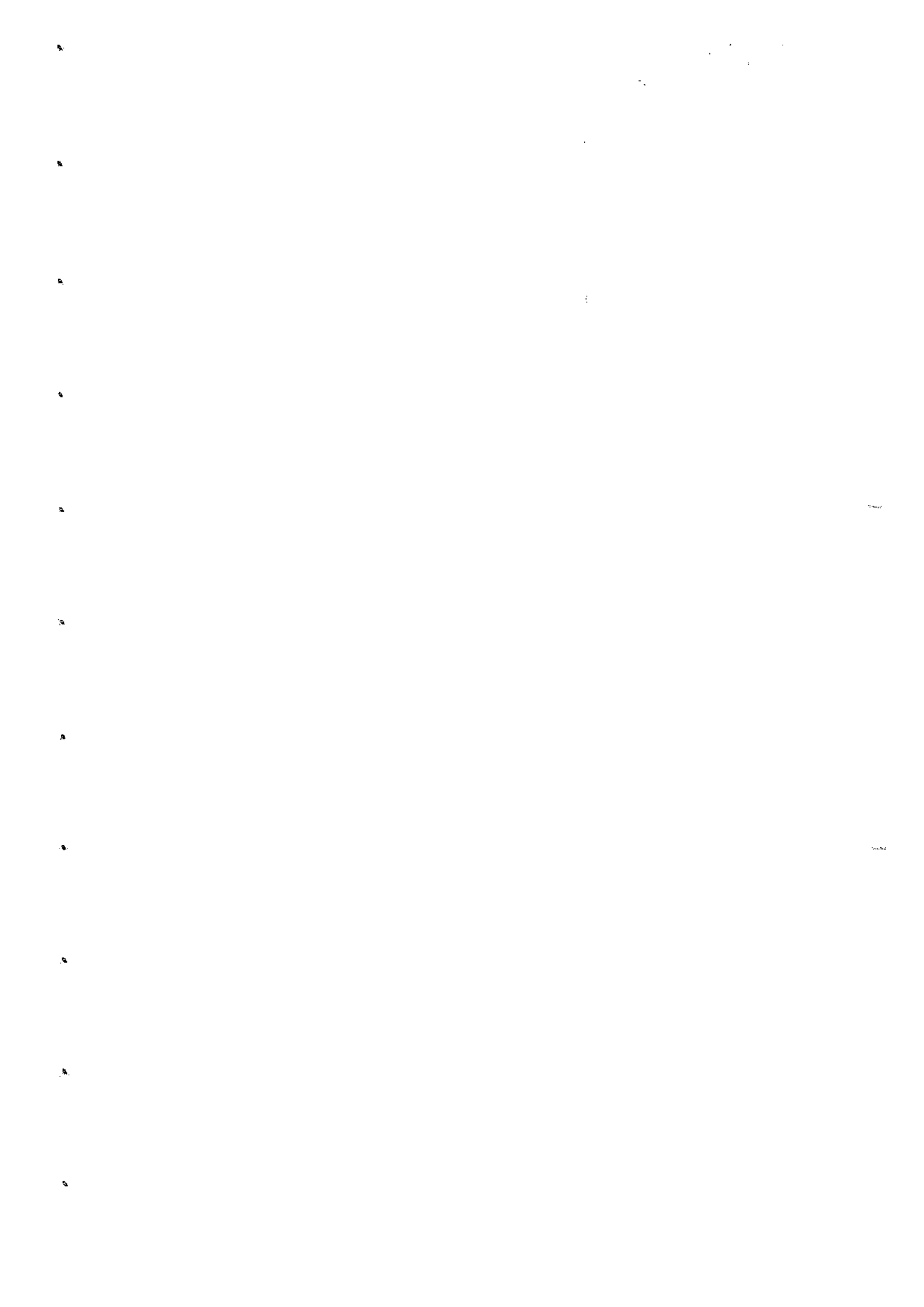
34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**36. Taxes and 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 Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. 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.

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 Purchaser.



## General Conditions of Contract

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the 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 t 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 tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, ad includes the legal successors or permitted assigns of the supplier.
  - (k) "The Project Site" where applicable, means the place or places **named in SCC.**

- (l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
- (m) "Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
- (p) "Day" means calendar day.

- 2. **Application**
  - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
  - 2.2 These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.
- 3. **Nature and Period of Contract**
  - 3.1 The type of Contract is a Standing Offer Agreement
  - 3.2 The Contract is a Framework Contract; the Period of the Contract is **Stated in the SCC**. The Contract shall Commence in accordance with the **nomination in the SCC**, being either a specific date or the Date of acceptance



- |   |     |   |
|---|-----|---|
| 4. <b>Governing Language</b>  | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language <b>specified in SCC</b> . Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.  |
| 5. <b>Applicable Law</b>  | 5.1 | The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise <b>specified in SCC</b> .   |
| 6. <b>Country of Origin</b>   | 6.1 | The origin of Goods and Services is distinct from the nationality of the Supplier.  |
| 7. <b>Standards</b>   | 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. <b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b> | 8.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
|   | 8.2 | The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.   |
|   | 8.3 | Any document, other than the Contract itself, enumerated in GCC Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.   |
|   | 8.4 | The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of 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 Copy Rights**
- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. **Performance Security**
- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in SCC.**
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; or
  - (b) A cashier's or certified check.
- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the 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 Purchaser 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. Review Meetings, Reports, Inspections and Tests**

- 11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the 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 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 Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract.
- 11.5 Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.
- 11.6 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.7 Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

## 12. Packing

- 12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

## 13. Delivery and Documents

- 13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
- 13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
- 13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.
- 13.4 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.
- 13.5 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 13.6 Documents to be submitted by the Supplier are **specified in 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. **Transportation** 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the 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.
- 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 Services** 16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**
- (a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.

16.2 Prices charged by the Supplier for incidental services, if not included in the 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.

## 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:

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

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

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

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

## 18. Warranty

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

- 18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC.**
- 18.3 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 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 Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in 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.

## 19. Payment

- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC.** But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of units delivered and accepted in accordance with the Contract.
- 19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing 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 Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3 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 a rate **specified in the SCC.**

- 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **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 17.4
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 Purchaser's request for tender validity extension, as the case may be.
21. **Estimated Quantities and Change Orders**
- 21.1 The estimated quantities required are shown in the schedule of requirements. Although every endeavor has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.
- 21.2 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract and any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) The method of shipment or packing;
  - (c) The place of delivery; and / or
  - (d) The Services to be provided by the Supplier.



- 21.3 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21.4 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 22. Contract Amendments** 22.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 23. Assignment** 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 24. Subcontracts** 24.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 24.2 Subcontracts must comply with the provision of GCC Clause 3.
- 25. Delays in the Supplier's Performance** 25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the 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 Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

25.3 Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

**26. Liquidated 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 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 27.

**27. Termination for Default**

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

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

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
- b) The Supplier fails to perform any other obligation(s) under the Contract;
- 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
- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.

For the purpose of this clause:

- a) "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;
- b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- c) "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

d) "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

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

27. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, 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.

## 28. Force Majeure

28. Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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.

28. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the 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. 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.

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

29. **Termination for Insolvency** 29. 1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. **Termination for Convenience** 30. 1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
30. 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.
31. **Disputes** 31. 1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
31. 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.
31. 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.
32. **Procedure for Disputes** 32. 1 The Adjudicator stated in the **SCC** shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.

32. 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.
32. 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 of Adjudicator**
- 33.1 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.
34. **Limitation of Liability**
- 34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to Clause 9,
- (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.
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 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**.

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

**36. Taxes and 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 Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. 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.

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 Purchaser.

Handwritten notes or a diagram at the top of the page, possibly including a list of items or a small sketch. The text is mostly illegible due to fading and blurring.

A vertical column of small, dark marks or characters on the left side of the page, possibly serving as a margin or a list of items.

A vertical column of small, dark marks or characters on the right side of the page, possibly serving as a margin or a list of items.



## 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
<b>Definitions (GCC Clause 1)</b>		
1.	1.1(i)	The purchaser is Medical Stores Department P.o Box 9081 Dar es Salaam
2.	1.1(j)	The Supplier is Pacific Diagnostics Ltd, P.o Box 34056, Dar es Salaam
3.	1.1(k)	The Project Site is MSD Headquarter
<b>Nature of Contract and Governing Language (GCC Clause 3 and 4)</b>		
4.	3.1	The Framework Contract period is 36 Months The Contract commences from 01 <sup>st</sup> April,2022 to 02 <sup>nd</sup> April,2025
5.	4.1	The Governing Language shall be: ENGLISH Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.
<b>Applicable Law (GCC Clause 5)</b>		
6.	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania
<b>Country of Origin (GCC Clause 6)</b>		
7.	6.1	Country of Origin N/A
<b>Performance Security (GCC Clause 10)</b>		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be <b>ten (10) percent of the Contract Price</b>
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 18.2.
<b>Review Meetings, Reports, Inspections and Tests (GCC Clause 11)</b>		
10.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:  Quality and quantity inspection shall be carried out prior to shipment of Goods by the 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 Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
<b>Packing (GCC Clause 12)</b>		
11.	12.2	The following SCC shall supplement GCC Clause 12.2:  The Goods shall be packed properly in accordance with

		<p>standard export packing specified by the Procuring Entity in the Technical Specification.</p> <p>The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to MSD. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and precipitation during transit and storage.</p> <p><b>In addition:</b></p> <ul style="list-style-type: none"> <li>a. All products must indicate the dates of manufacture and expiry where applicable and they must reach at MSD with a remaining shelf life of not less than 80% or 2 years of the total stipulated shelf life at the time of manufacturer.</li> <li>b. Label for products should include Content per pack, Special storage requirements, batch number, date of manufacture and date of expiry where applicable.</li> <li>c. MSD/GoT Logo should be placed at the visible place of the Equipment (Artwork will be submitted with Call off Order)</li> <li>d. Packaging; Carton case and wooden case, fumigation certificate should be attached</li> </ul>
<b>Delivery and Documents (GCC Clause 13)</b>		
12.	13.4, 13.6	<p><b>For Goods from within the United Republic of Tanzania:</b></p> <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"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or</li> </ul>

		<p>equivalent authority in the country of origin in duplicate.</p> <p>(vi.) Copy of signed Agreement and Call-Off order</p> <p>(vii.) PVOC certificate issued by TBS agent where applicable</p> <p>(viii.) TFDA Certificate of registration</p> <p>(ix.) Certificate of analysis/conformity where applicable</p> <p>(x.) EFD receipt</p> <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>
<b>Insurance (GCC Clause 14)</b>		
13.	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. 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.
<b>Incidental Services (GCC Clause 16)</b>		
14.	16.1	<b>Applicable</b>
15.	17.1	<b>Applicable, Availability of spare parts for 5 years after warranty or turnkey period with estimated prices</b>
<b>Warranty (GCC Clause 18)</b>		
16.	18.2	<p>GCC 18.2—In partial modification of the provisions, the warranty period shall be <b>60 months</b> from date of installation of the Goods for non Turnkey Items. 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:</p> <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><b>or</b></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>

17.	18.4& 18.5	The period for correction of defects in the warranty period is: one (1) month.
<b>Payment (GCC Clause 19)</b>		
18.	19.1	<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b> Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in <b>Contract currency as follows:</b></p> <p><b>On delivery and acceptance:</b> Hundred (100) percent of the received goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
19.	19.3	Not Applicable
	19.4	Tanzania Shillings
<b>Prices (GCC Clause 20)</b>		
20.	20.2	Not Applicable
<b>Liquidated Damages (GCC Clause 26)</b>		
21.	26.1	Applicable rate: 0.2 percent per day of undelivered materials/good's value. Maximum deduction is equal to the performance security (10% of contract price).
<b>Procedures for Disputes (GCC Clause 32)</b>		
22.	32.3	In case of difference disputes between the parties, the parties shall make every effort to resolve amicably difference dispute by mutual consultation, failure of which and after expiry of thirty days either parties may refer the matter to Tanzania Institute of Arbitrators for arbitration. Rules and procedures published by the TIA shall apply. The place of Arbitration shall be DSM, Tanzania.
		The hourly rate of fees and types of reimbursable expenses payable to the Adjudicator shall be in accordance with the rules of the Tanzania Institute of Arbitrators (TIA).
		The Arbitration shall be conducted in Dar es Salaam in accordance with the rules and procedures published by the Tanzania Institute of Arbitrators (TIA).
		Appointing Authority for the Arbitrators: Tanzania Institute of Arbitrators (TIA).
<b>Notices (GCC Clause 35)</b>		
23	35.1	<p>The purchaser's address for notice purposes: The Director General Medical Stores Department Off Nyerere Road, Keko Mwangi P.O Box 9081 Dar es Salaam</p> <p>The supplier's address for notice purposes: Pacific Diagnostics Ltd,</p>

P.o Box 34056,  
Dar es Salaam

Tel: +255 22 2701032

Fax: +255 22 2773440

Email: [info@pacificafrika.com](mailto:info@pacificafrika.com)

