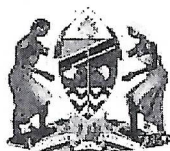


MWANANYAMALA REGIONAL REFERRAL HOSPITAL



**CONTRACT FOR NON CONSULTANCY SERVICES
CONTRACT NUMBER: ME/ MRRH/2021-2022/NC/06**

**BETWEEN
MWANANYAMALA REGIONAL REFERRAL HOSPITAL
P.O.BOX 61665 DAR ES SALAAM.
(THE CLIENT)**

AND

**M/S MEDICA EAST AFRICA TECHNOLOGIES LTD
P. O. BOX 34580 DAR ES SALAAM.
(SERVICE PROVIDER)**

**FOR
SUPPLY, INSTALL, AND COMMISSION OF MEDICAL GAS PIPING WITH
ALARM SYSTEM**

JUNE, 2022.

CONTENTS:

1. Letter of Acceptance,
2. Quotation Submission Form,
3. Special Conditions of Contract,
4. General Conditions of Contract,
5. Statement of Requirements and Schedule of Prices,
6. Other documents forming part of the Contracts :-
 - a) Special Power of Attorney
 - b) Certificate of Registration of a Factory/Workplace

SECTION I: FORM OF AGREEMENT

This Contact Agreement is made this 24th JUNE 2022

Between

MWANANYAMALA REGIONAL REFERRAL HOSPITAL of P.O. BOX 61665,
DAR ES SALAAM (hereinafter called "the Client") of the one part

And

M/S MEDICA EAST AFRICA TECHNOLOGIES LTD

P. O. BOX 34580 DAR ES SALAAM.

(hereinafter called the "the Service Provider") of the other part:

WHEREAS, the Client invited quotations for **SUPPLY, INSTALL, TEST AND COMMISSION OF MEDICAL GAS PIPING WITH ALARM SYSTEM FOR MANANYAMALA REGIONAL REFERRAL HOSPITAL**, and has accepted Quotation by the Service Provider for services in the sum of **Tanzanian Shilling Thirty-seven million eight hundred seven thousand one hundred Only (Tshs 37,807,100.00) VAT exclusive** called "The Contract Price"

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:-
 - i. Form of Agreement,
 - ii. Letter of Acceptance,
 - iii. Quotation Submission Form,
 - iv. Special Conditions of Contract,
 - v. General Conditions of Contract,
 - vi. Statement of Requirements and Schedule of Prices,
 - vii. Any other documents forming part of the Contract :-
 - a) Special Power of Attorney
 - b) Certificate of Registration of a Factory/Workplace

3. All the aforesaid documents are hereinafter referred to as "the Contract" and shall be taken as complementary and mutual explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set above.
4. In consideration of the payments to be made by the Client to the Service Provider hereinafter mentioned, the Service Provider hereby covenants with the Client to execute and complete the services in conformity, in all respects, with the provisions of the Contract.
- The Client hereby covenants to pay the Service Provider in consideration to the execution and completion of the services, the sum of **Tanzanian Shilling Thirty-seven million eight hundred seven thousand one hundred Only (Tshs 37,807,100.00) VAT exclusive** called "The Contract Price at the times and in the manner prescribed by the Contract.
5. The works shall commence on the 24/06/2022..... And be completed on 31/07/2022..... (hereinafter referred to as "the date of completion") or such other dates as may be extended under the provisions of the Contract.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT

<p>FOR AND ON BEHALF OF THE CLIENT: MWANANYAMALA REGIONAL REFERRAL HOSPITAL, P.O. Box 61665 DAR ES SALAAM.</p>	<p>WITNESS</p>
<p>Signature: <i>[Signature]</i> Name: <i>Dr. Javary Benek</i> Date: <i>24/06/2022</i> Address: P.O. Box 61665 DAR ES SALAAM. Designation: <i>MOIC</i> Official seal: <i>[Seal]</i></p>	<p>In the presence of: Signature: <i>[Signature]</i> Name: <i>Elton Mshumchi</i> Date: <i>24/06/2022</i> Address: P.O. Box DAR ES SALAAM. Designation: <i>BMST</i> Official seal:</p>
<p>FOR AND ON BEHALF OF THE SERVICE PROVIDER: M/s MEDICA EAST AFRICA TECHNOLOGIES LTD P.O.BOX 34580 DAR ES SALAAM.</p>	<p>WITNESS</p>
<p>In the presence of: Signature: <i>[Signature]</i> Name: <i>JOEL LULINGA</i> Date: <i>24th JUNE 2022</i> Address: P.O. Box <i>34580</i> DAR ES SALAAM. Designation: <i>LEGAL OFFICER</i> Official seal: <i>[Seal]</i></p>	<p>In the presence of: Signature: <i>[Signature]</i> Name: <i>Albert Njunwa</i> Date: <i>24/06/2022</i> Address: P.O. Box DAR ES SALAAM. Designation: <i>Technician</i> Official seal:</p>



SEC III: QUOTATION SUBMISSION FORM

[insert letterhead paper of the Tenderer full postal address, and telephone, facsimile and telex numbers and cable address]

QUOTATION SUBMISSION FORM

To: *[insert full address of Procuring Entity (PE)]**[date]*

We offer to provide the *[insert description of service and Quotation No.]* in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of *[insert amount in words, figures and currency]*.

We also offer to complete the said services within a period of *[insert period]* that includes mobilization period.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Quotation for the Validity Period specified in ITT 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation Documents.

We declares that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression.

We hereby confirm that this quotation complies with the conditions required by the Invitation for Quotations.

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

SECTION IV: SPECIAL CONDITIONS OF CONTRACT FOR LPO

SECTION IV: SPECIAL CONDITIONS OF CONTRACT FOR LPO

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC No.	GCC No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: <i>English</i>
2	19.0	Contract start date: <i>24/06/2022</i>after date of signing the contract
3	19.0	Time for completion is <i>31/07/2022</i>from the contract start date.
4	21.1	Advance payment (if applicable) is <i>[Insert percentage up to a maximum of 20%]</i> of contract price. <i>N/A</i> Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
5	21.2	Percentage of retention money (if applicable): <i>[Insert percentage]</i> of value of claim for that month. <i>N/A</i> Such retention money will be released within <i>[insert period]</i> after the completion of the contract. <i>N/A</i> The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within 30 Days after submission of Invoice by the SP .
6	21.4	If the Client fails to make payment within <i>[insert period]</i> the Client shall pay to the SP interest at the rate <i>[insert rate of interest]</i> <i>N/A</i>
7	23.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitrators (TIA)
8	23.5	Arbitration institution shall be Tanzania Institute of Arbitrators (TIA) Place for carrying out Arbitration <i>Dar es Salaam, Tanzania</i>

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

GCC 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in GCC 6.

GCC 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

The Client means the Government Entity procuring the services as named in the Contract.

Service Provider means the person or persons or firm whose quotation has been accepted by the Client.

Service means the Service to be provided in accordance with the contract.

GCC 3: Instructions

Instructions given by the Client shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the SP shall comply with such instruction. Within a period of seven (7) days, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

GCC 4: Language

All notices, instructions, correspondence or any other written documentation concerning the contract shall be specified in the Special Conditions of Contract (SCC).

GCC 5: Applicable Law

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

GCC 6: Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

- i) Local Purchase Order;
- ii) Letter of Acceptance;
- iii) Quotation Submission Form;
- iv) Special Conditions of Contract;
- v) General Conditions of Contract;
- vi) Drawings if any;
- vii) Statement of Requirements and Schedule of Prices; and
- viii) Any other document forming part of the contract (ie. Negotiation minutes, Minutes of clarifications, anti-bribery memorandum).

GCC 7: Execution of the Contract.

The Service Provider (SP) shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The SP shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

GCC 8: Sub-contracting

The SP shall not sub-contract the whole or part of the work under this contract without prior written approval of the Client. Such approval shall not relieve the SP from any liability or obligation under the contract and the SP shall be responsible for default or negligence of any of the sub-contractor(s).

GCC 9: Supervision of Services by Service Provider

The SP shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific

requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the SP to correct the situation.

GCC 10: Inspection

The Client or his authorized representative has the right to inspect the services and the SP shall provide reasonable assistance for the same as and when required by the Client.

GCC 11: Rejected Services

Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the SP shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.

GCC 12: Insurances

The SP shall provide, in the joint names of the Client and the SP, insurance cover for loss, or damage, theft and other related situation to Client's office, equipment, plant, and materials that may be caused by negligence of the staff of the SP. The SP shall also provide insurance cover for compensation of personal injury or death of the employee of the SP while they are at work.

GCC 13: Liabilities of the Service Provider

The SP shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.

GCC 14: Force Majeure

14.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

14.2 Notwithstanding the provisions of GCC 22 and 23, the SP shall not be liable for 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.

- 14.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
- 14.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 14.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the SP, the SP must provide a revised Program rescheduling the service to minimize the effect of the prevention or delay caused by the event of Force Majeure.
- 14.6 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be born by both the Client and the SP.

GCC 15: Quality of Service and Workmanship

All services and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Clients instructions and subjected to such tests as the Client may require.

GCC 16: Access to Materials

The SP shall identify all sources of materials required for works prior to the commencement of the services. The Client shall where required facilitate access to such sources. The SP shall not use materials designed under this contract without prior written authorization of the Client.

GCC 17: Exit of Site

Upon completion of the services the SP shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.

GCC 18: Health and Safety and Protection of the Environment.

The SP shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The SP shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

GCC 19: Commencement and Completion of Service.

The SP shall commence and complete the services within the time specified in the SCC or within an extended contract period if such extended time is allowed by the Client.

GCC 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the SP accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The

amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the SP.

GCC 21: Payments

21.1 Advance Payment

An advance payment of the percentage specified in the SCC of contract value may be provided upon submission of acceptable collateral as specified in the SCC. This advance payment will be deducted in equal installments against each bill submitted by the SP, and shall be wholly recovered.

21.2 Interim Payments

Payments will be made to the SP monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. With each Invoice, retention money of amount stated in the SCC will be withheld up to a maximum of 10% of contract price. Such retention money will be released within the period specified in the SCC.

The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within the time specified in the SCC after submission of Invoice by the SP.

21.3 Final Payment

The Final Invoice shall be affected within twenty eight (28) working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.

21.4 Delayed Payments

If the Client fails to make payment within the time stated, the Client shall pay to the SP interest at the rate stated in the SCC.

21.5 Deductions to Payments

The Client shall be entitled to deduct any sums, advances or debts recoverable from the SP to the Client from any sums payable by the Client to the SP under this contract provided that this provision shall not affect any other remedy by action at law or otherwise by which the Client may be entitled to the recovery of any such moneys.

21.6 Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold payments from the SP. The Client shall make use of such withheld payments to pay the SP's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the SP under this contract.

GCC 22: Liquidated Damages

If the SP fails to perform the services within the time stated in the contract or within any extended time allowed for by the Client the SP shall pay to the Client as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

GCC 23: Settlement of Disputes

- 23.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 23.2 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 twenty eight (28) days of receipt of a notification of a dispute.
- 23.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 23.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.

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

23.6 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Client shall pay the SP any monies due the SP.

23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its costs and expenses incurred.

23.8 Should the Adjudicator resign or die, or should the Client and the SP agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed by the Appointing Authority.

GCC 24: Termination of Contract

24.1 If the SP fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new SP to provide the Service.

24.2 If the Client fails to pay the SP within 60 days of the date of the submission of claim by the SP, the SP may terminate the contract

24.3 If the Client determines, based on the reasonable evidence that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.

24.4 Notwithstanding the above, the Client may terminate the Contract for convenience.

- 23.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 23.6 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Client shall pay the SP any monies due the SP.
- 23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its costs and expenses incurred.
- 23.8 Should the Adjudicator resign or die, or should the Client and the SP agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed by the Appointing Authority.

GCC 24: Termination of Contract

- 24.1 If the SP fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new SP to provide the Service.
- 24.2 If the Client fails to pay the SP within 60 days of the date of the submission of claim by the SP, the SP may terminate the contract
- 24.3 If the Client determines, based on the reasonable evidence that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.
- 24.4 Notwithstanding the above, the Client may terminate the Contract for convenience.

24.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

GCC 25: Payment if Contract Terminated

If the contract is terminated, the SP shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the SP, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this GCC the Client shall be entitled to be credited with any outstanding balances due from the SP for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the SP in respect of the provision of the services.

GCC 25: Assignment

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

GCC 26: Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order (LPO).

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

GCC 27: Change of Laws and Regulations

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

**SECTION VI: STATEMENT OF REQUIREMENTS AND SCHEDULE
OF PRICES**

1) Schedule Of Prices for Supply, Install, Test and Commission of Medical gas piping with Alarm System at Mwananyamala Regional Referral Hospital

S/No	Description of the Service	Unit of measure	Quantit y/ Scope	Rate (Tshs)	Amount in Tshs
1.	Copper pipe 22mm	M	2	48,900.00	97,800.00
2.	Copper pipe 15mm	M	200	48,600.00	9,720,000.00
3.	Copper pipe 12mm	M	110	48,500.00	5,335,000.00
4.	Elbow 15	Pc	100	8,500.00	850,000.00
5.	Elbow 12	Pc	100	8,500.00	850,000.00
6.	Equal tee 15mm	Pc	50	9,500.00	475,000.00
7.	Equal tee 12mm	Pc	1	8,900.00	8,900.00
8.	Copper silver brazing rods	Pc	5	100,000.00	500,000.00
9.	Acetylene gas (R600)	Cyl	2	400,000.00	800,000.00
10.	White sport Nitrogen purging	No	2	450,000.00	900,000.00
11.	AVISU Compact module 3 gases, 22mm c/w digital alarm and transducers	Pc	1	3,000,000.00	3,000,000.00
12.	Master alarm system	Pc	1	3,900,000.00	3,900,000.00
13.	Alarm digital cable	Pc	1	100,000.00	100,000.00
14.	Fisher and screws 8mm	Pkt	10	8,000.00	80,000.00
15.	Gypsum screws	Pkt	10	20,000.00	200,000.00
16.	Fitting reducers 22x15mm	Pc	6	10,500.00	63,000.00
17.	Fitting reducers 15x12mm	Pc	6	9,900.00	59,400.00
18.	Straight coupler 15mm	Pc	30	9,900.00	297,000.00
19.	Straight coupler 12mm	Pc	30	9,600.00	288,000.00
20.	Brass saddle 15mm	Pc	30	12,600.00	378,000.00
21.	Brass saddle 12mm	Pc	30	11,500.00	345,000.00
22.	Isolation valve 12mm	Pc	6	250,000.00	1,500,000.00
23.	PVIC Conduit pipe	Pc	20	3,000.00	60,000.00
24.	Labor charge	Pc	1	8,000,000.00	8,000,000.00
Subtotal					37,807,100.00
VAT 18%					0
Total Amount for the Services including VAT					37,807,100.00

Supplier/Service Provider

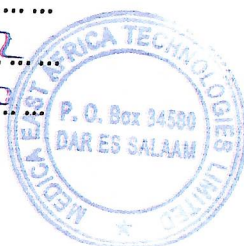
Name of Signatory... JOEL LULWGA

Authorized Signature... [Signature]

Title of Signatory... LEGAL OFFICER

Date & Official Stamp... 24/06/2022

Contacts: Mobile/Email... 0653404050



SECTION VII: ANY OTHER DOCUMENT FORMING PART OF THE CONTRACT

(a) Special Power of Attorney

(b) Certificate of Registration of a Factory/Workplace

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution Noofday of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

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

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

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*
.....

SEALED and DELIVERED by the
Common Seal of *[insert name of the donor/coy]* }
This *[insert date, month and year]* }

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

**UNDERTAKING BY SERVICE PROVIDER ON ANTI - BRIBERY POLICY/ CODE
OF CONDUCT AND COMPLIANCE PROGRAMME**

We, *[insert name of the service provider]*, place importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. We are pleased to confirm that we will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer, their relations or business associates, in connection with this quotation, or in the subsequent performance of the contract if it is successful.

We have an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by our management and employees as well as by all third parties working with us on the public sector projects or contract including agents, consultants, consortium partners, sub-contractors and service providers. Copies of our Anti- Bribery Policy/Code Conduct and Compliance Program are attached.

(Name of the Authorized Person)

Signature

Date

Company stamp/seal