

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY
AND CHILDREN
MWANANYAMALA REGIONAL REFERRAL HOSPITAL



CONTRACT

FOR

THE SUPPLY OF CEMENT FOR EMD AND ICU BLOCKS

AT

MWANANYAMALA REGIONAL REFERRAL HOSPITAL

CONTRACT NO.

JANUARY 2022

**EMPLOYER
PROVIDER**

MEDICAL OFFICER IN CHARGE,

MWANANYAMALA REGIONAL REFERRAL HOSPITAL,
P.O.BOX 61665,

DAR ES SALAAM.

SERVICE

KOMBE BUILDING
MATERIALS CO. LTD
P.O.BOX. 31578
DAR ES SALAAM

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between **Mwananyamala Regional Referral Hospital** of Tanzania (hereinafter called "the PE") of the one part and **KOMBE Building Materials Co. Ltd** of **DAR ES SALAAM P.O.BOX. 31578** (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **Supply of Cement, 50 Kgs, 42.5 for the construction of EMD and ICU blocks** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **Tanzania Shillings Seventy Seventy Two Million Six Hundred Thirty Four Thousand Nine Hundred Ninety Two Only (72,634,992.00) With VAT** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of agreement;
 - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the GCC;
 - (g) the Purchaser's Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of

Name of Employer Dr. ZAVERY BENELA

THIS AGREEMENT made the ____ day of _____ 20____ between **Mwananyamala Regional Referral Hospital** of Tanzania (hereinafter called "the PE") of the one part and **KOMBE Building Materials Co. Ltd** of **DAR ES SALAAM P.O.BOX. 31578** (hereinafter called "the Supplier") of the other part:

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For and on behalf of

Name of Employer Dr. ZAVERY BENELA

Signature Bendi
Occupation Medical Officer In charge.
Date 21/01/2022.

MEDICAL OFFICER INCHARGE
MWANANYAMALA HOSPITAL
P. O. Box 61665
DAR ES SALAAM

In the Presence of:
Name Dennis Mushi
Signature Dennis Mushi
Designation Mushi

For and on behalf of Service Provider

Name CHARLES RICHARD KOMBE
Signature [Signature]
Occupation DIRECTOR.
Date 24/01/2022.



In the Presence of:
Name CHRISTOPHER CHARLES KOMBE.
Signature [Signature]
Date 24/01/2022.

Your quotation reference ME/007/2021-22/MRRH/W/02(006) and ME/007/2021-22/MRRH/W/02(006) dated 15/12/2021 and 21/12/2021 respectively is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Contract or Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Contract Sum:** The Contract Sum is TZS 72,634,992.00 VAT inclusive.

2. **Delivery Period:** The goods are to be delivered within days/weeks/months from the date of this LPO.
3. **Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within **03 days** otherwise 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 Purchaser may have against the Supplier under the contract

4. **Delivery point:** The goods are to be delivered to *Mwananyamala Regional Referral Hospital*
Contact Person: Notices, enquiries and documentation should be addressed to [insert name and position of individual] at [insert address]

5. Payment to Supplier:

Payment will be made within 30 days [or state alternative agreed payment terms] on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatch of the goods;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order];
- Electronic Fiscal Device (EFD) receipt; and
- [List other documents required e.g. packing lists, certificates, special shipping documents]

Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
ICU CEMENT						
1	Cement, 50bags, 42.5	Bags	1,316	12,372.88	16,282,710.08	
	Total Amount for Supply of Goods excluding VAT					16,282,710.08
	Add VAT					2,930,887.82
	Total Amount for Supply of Goods (including VAT)					19,213,597.90/=
	Goods to supplied to [Mwananyamala hospital]					

Total Amount in TZS.(in words)	Nineteen million two hundred thirteen thousand five hundred ninety seven and ninety cents only.
The delivery period offered is:	Within 72 hours.

14600
/



Schedule of Requirements and Prices

EMD - Cement

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
EMD Block						
1	Cement, 50bags, 42.5	Bags	3,659	12,542.40	45,892,641.60/=	
	Total Amount for Supply of Goods excluding VAT					45,892,641.60/
	Add VAT					8,260,675.5
	Total Amount for Supply of Goods (including VAT) Goods to supplied to [insert destination of goods]					54,153,317.11/=

45,272,303

45,272,303

53,490,268

53,421,394.1

Total Amount in TZS.(in words)	Forty five million eight ninety two thousand six hundred forty one shillings and sixty cents only.
The delivery period offered is:	Withing five working days.

21/12/2021

Signature



72,841,912
73,922,97

Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
EMD Block						
1	Cement, 50bags, 42.5	Bags	3,659			
	Total Amount for Supply of Goods excluding VAT					
	Add VAT					
	Total Amount for Supply of Goods (including VAT)					
	Goods to supplied to [insert destination of goods]					

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding VAT]
The delivery period offered is:	[insert number] days/ weeks/ months from date of LPO

Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
ICU Block						
1	Cement, 50bags, 42.5	Bags	1,316			
	Total Amount for Supply of Goods excluding VAT					
	Add VAT					
	Total Amount for Supply of Goods (including VAT)					
	Goods to supplied to [insert destination of goods]					

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding
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	VAT]
The delivery period offered is:	[insert number] days/ weeks/ months from date of LPO

**GENERAL CONDITIONS OF CONTRACT FOR
LOCAL PURCHASE ORDER**

1.0 Definitions

- 1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

"The Incidental 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, and other such obligations of the Supplier covered under the Contract.

"The Purchaser" means the Government Entity purchasing the Goods, as named in the SCC.

"The Supplier" means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the PE.

2.0 Eligibility

- 2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.
- 2.3 For purposes of this GCC, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing,

or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

3.0 Standards

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

4.0 Use of Contract Documents and Information

- 4.1 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.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC 4.1, other than the Contract itself, 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.

5.0 Patent Rights

- 5.1 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, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

6.0 Performance Security

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award,

the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.

- 6.2 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.
- 6.3 The performance security shall be denominated in Tanzania 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 format provided in the invitation for quotations or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 6.4 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 as specified in the SCC.

7.0 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. 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.
- 7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason

of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

- 7.5 Nothing in GCC 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Packing

- 8.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 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 specified in the SCC and through any subsequent instructions issued by the Purchaser.

9.0 Delivery and Documents

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC and LPO**.
- 9.2 For purposes of the Contract, "EXW," "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.
- 9.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

10.0 Insurance

- 10.1 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.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

11.0 Transportation

- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC 9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.0 Incidental Services

- 12.1 A Supplier may be required to provide any additional services as specified within the LPO.

13.0 Spare Parts

- 13.1 If specified in the SCC, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:
 - (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, blueprints, drawings, and specifications of the spare parts, if requested.

14.0 Warranty

- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the **SCC and LPO**. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the **SCC and LPO** after final acceptance of the Goods by the Purchaser.
- 14.4 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.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and LPO**, 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.

15.0 Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and LPO**.
- 15.2 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, works completed or services performed, and by

documents submitted pursuant to GCC 9, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and LPO** after submission of an invoice or claim by the Supplier.

15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the **SCC and LPO**.

16.0 Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

17.0 Change Orders

17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) methods of shipment, packing, construction or performance;
- (c) the place of delivery; and/or
- (d) incidental services to be provided by the Supplier.

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

18.0 Contract Amendments

18.1 Subject to GCC 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19.0 Assignment

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

20.0 Sub-contracts

- 20.1 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. Subcontracts must comply with the provisions of GCC 2.

21.0 Delays in the Supplier's Performance

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the SCC.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or 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.
- 21.3 Except as provided under GCC 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages.

22.0 Liquidated Damages

- 22.1 Subject to GCC 24 and if stated in the SCC if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC 23.

23.0 Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 21; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.0 Force Majeure

- 24.1 Notwithstanding the provisions of GCC 21, 22, and 23, 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.
- 24.2 For purposes of this GCC, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. 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, and freight embargoes.
- 24.3 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.

25.0 Termination for Insolvency

25.1 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.

26.0 Termination for Convenience

- 26.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 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 prices. 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, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

27.0 Settlement of Disputes

- 27.1 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.
- 27.2 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.
- 27.3 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 delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
- 27.5 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 Purchaser shall pay the Supplier any monies due the Supplier.

28.0 Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5,
- (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.

29.0 Governing Language

29.1 The Governing Language of the Contract shall be specified in the SCC.

30.0 Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania as specified in the SCC.

31.0 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 SCC.

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

32.0 Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

33.0 Change of Laws and Regulations

33.1 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 delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.

SPECIAL CONDITION OF THE CONTRACT

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: Medical Officer Incharge, Mwananyamala Regional Referral Hospital
2.	1.1	The Supplier is: Kombe Building Materials CO. LTD
3.	1.1	The Project is: Proposed Construction of EMD and ICU (Supply of Cement)
		Performance Security (GCC 6)
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: 10%
5.	6.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 14.1.
		Packing (GCC 8)
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification.
		Delivery and Documents (GCC 9)
7.	9.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

		(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. <i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i>
8.	9.1	For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate;

		(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. <i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i>
8.	9.1	For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate;

		(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. (vi.) The goods will be delivered basing on our request from time to time either using Local Purchase Order (LPO) or letter
	Insurance (GCC 10)	
9.	10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 12)	
10.	12.1	Incidental services to be provided are: <i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC 14)	
11.	14.1	The warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of

		these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
12.	14.6	The period for correction of defects in the warranty period is:[insert period]
	Payment (GCC 15)	
13.	15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (_____) (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE. (ii) On Shipment: ——— percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9. (iii) On Acceptance: 100 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE. Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.
		Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United

		Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE. (ii) On Delivery 100 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9. (iii) On Acceptance: The remaining percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be <i>[insert rate]</i> .NA
	Prices (GCC 16)	
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.] NA</i>
	Spare Parts (GCC 17)	
16.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.
	Liquidated Damages (GCC 22)	
17.	22.1	Applicable rate: 0.1 percent of the contract value Maximum deduction: is equal to the performance security.

		<i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;.</i>
	Procedure for Dispute Resolution (GCC 27)	
18.	27.1	Appointing Authority for the Adjudicator shall be [insert name of the Appointing Authority]
19.	27.2	Arbitration institution shall be [insert: institution] Place for carrying out Arbitration [insert: full address of the place/location]
	Governing Language (GCC 29)	
20.	29.1	The Governing Language shall be: English
	Applicable Law (GCC 30)	
21.	30.1	The Applicable Law shall be: Laws of the Tanzania
	Notices (GCC 31)	
22.	31.1	i) PE's address for notice purposes: Medical Officer In charge, Mwananyamala Regional Referral Hospital, P.O.BOX DAR ES SALAAM. ii) Supplier's address for notice purposes: KOMBE Building Material C. Ltd. P.O.BOX. 31578 DSM, Mob: 0715 313 904

		<i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;.</i>
	Procedure for Dispute Resolution (GCC 27)	
18.	27.1	Appointing Authority for the Adjudicator shall be [insert name of the Appointing Authority]
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