



**UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH**



**NATIONAL INSTITUTE FOR MEDICAL RESEARCH**

**CONTRACT NO. PA/019/2021-22/HQ/G/58-LOT 3**

**FOR**

**SUPPLY AND INSTALLATION OF BIOCHEMISTRY ANALYZER, HEMATOLOGIC  
ANALYZER AND DISTILLER**

**BETWEEN**

**NATIONAL INSTITUTE FOR MEDICAL RESEARCH(NIMR)**

**AND**

**M/s KOME EAST AFRICA LTD**

**JUNE, 2022**

## 1. Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this 7<sup>th</sup> June, 2022 between the **National Institute for Medical Research (NIMR)** (hereinafter called "the Purchaser") of the one part and **Kome EAST Africa Ltd** (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, *viz.*, Supply and Installation of Biochemistry Analyzer, Hematologic Analyzer and Distiller and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of TZS 264,620,430 (Tanzanian Shillings Two Hundred Sixty-Four Million Six Hundred Twenty Thousand Four Hundred Thirty Only) inclusive of taxes] (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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) Form of Agreement,
  - (b) Letter of Acceptance
  - (c) Minutes of Negotiations (if any)
  - (d) Form of Tender
  - (e) Special Conditions of Contract,
  - (f) General Conditions of Contract,
  - (g) Specifications
  - (h) Completed Schedules (including Price Schedules), and
  - (i) Minutes of Negotiations
3. The mutual rights and obligations of the Employer and the Supplier shall be as set forth in the Contract, in particular:
  - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  - b. The Purchaser 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 Agreement to be executed in their respective names as of the day, month and year specified above.



SEALED with the COMMON SEAL of THE  
NATIONAL INSTITUTE FOR MEDICAL RESEARCH  
and DELIVERED at DAR ES SALAAM

} SEAL

this 7<sup>th</sup> day of June 2022

Signature [Signature]

Name Prof. Yunus David Mgaya

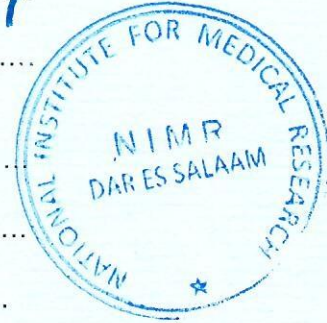
Position Director General

In the presence of

Signature [Signature]

Name OGORRA PETER SARIMA

Designation LEGAL OFFICER



SEALED with the COMMON SEAL of  
KOME EAST AFRICAL LIMITED  
at DAR ES SALAAM this ..... day of ..... 2022

} SEAL

Signature [Signature]

Name FARAJA F. MASSAWO

Designation MD



P O Box 65038, Dar es Salaam, Tanzania  
Email: info@kome.co.tz, www.kome.co.tz

In the presence of

Signature BENSON RICHARD [Signature]

Name BENSON RICHARD

Designation FINANCE MANAGER

**(b) Letter of Acceptance**





UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

NATIONAL INSTITUTE FOR MEDICAL RESEARCH



*In reply please quote:*

Ref. NO: PA/019/2021-22/HQ/G/58/10

7<sup>th</sup> June, 2022

Managing Director,  
KOME EAS AFRICA LTD  
P.O. Box 65038  
DAR ES SALAAM, TANZANIA  
Email: info@kome.co.tz

**RE: LETTER OF ACCEPTANCE**

This is to notify you that the National Institute for Medical Research Tender Board through its circular dated May, 2022 approved your submission dated 28<sup>th</sup> January, 2022 for Tender No. PA/019/2021-22/HQ/G//58 Lot 3: Supply and Installation of Biochemistry Analyzer, Hematologic Analyzer and Distiller. The Contract price is TZS 264,620,430 (Tanzanian Shillings Two Hundred Sixty-Four Million Six Hundred Twenty Thousand Four Hundred Thirty Only) inclusive of taxes as corrected and modified in accordance with the instructions to tender.

2. In case of dispute during implementation of the project, the Adjudicator shall be appointed by the National Construction Council.
3. Preparation of the contract for the said Tender for which you will be invited to sign is underway. You are required to submit performance guarantee to the tune of 10% of the contract price and valid for the duration of the contract as soon as possible.

**Prof. Yunus D. Mgaya**  
**DIRECTOR GENERAL**

---

Headquarters: 3 Barack Obama Drive, P.O. Box 9653, 11101 Dar es Salaam, Tanzania,  
Email: [info@nimr.or.tz](mailto:info@nimr.or.tz), Website: [www.nimr.or.tz](http://www.nimr.or.tz)

NIMR Amani  
P.O. Box 51  
Muhoza, Tanga  
Tanzania  
Email: [amani@nimr.or.tz](mailto:amani@nimr.or.tz)

NIMR Dodoma  
Benjamin Mkapa Hospital  
P.O. Box 505  
41119 Dodoma, Tanzania  
Email: [dodoma@nimr.or.tz](mailto:dodoma@nimr.or.tz)

NIMR Mbeya  
Hospital Hill  
P.O. Box 2410  
Mbeya, Tanzania  
Email: [mbeya@nimr.or.tz](mailto:mbeya@nimr.or.tz)

NIMR Muhimbili  
P.O. Box 3439  
Dar es Salaam, Tanzania  
Email: [muhimbili@nimr.or.tz](mailto:muhimbili@nimr.or.tz)

NIMR Mwanza  
P.O. Box 1462  
Mwanza  
Tanzania  
Email: [mwanza@nimr.or.tz](mailto:mwanza@nimr.or.tz)

NIMR Ngongonaro  
P.O. Box 514  
USA River, Arusha  
Tanzania  
Email: [ngongonaro@nimr.or.tz](mailto:ngongonaro@nimr.or.tz)

NIMR Tabora  
P.O. Box 482  
Tabora  
Tanzania  
Email: [tabora@nimr.or.tz](mailto:tabora@nimr.or.tz)

NIMR Tanga  
P.O. Box 5004  
Tanga  
Tanzania  
Email: [tanga@nimr.or.tz](mailto:tanga@nimr.or.tz)

**(c) Minutes of Negotiations**



**(d) Form of Tender**



KOME-FORM OF  
TENDER-LOT 3.pdf

Date: 02<sup>ND</sup> MAY 2022

PE specify: "IFT No.: .....  
PA/019/2021-22/HQ/G/58 TENDER FOR SUPPLY OF  
PRODUCTION MACHINES AND LABOUR

To: Managing Director,  
National Institute of Medical Research  
P.O. Box 9653  
Dar Es Salaam, Tanzania

Dear Sir or Madam:

Having examined the Tendering Documents including Addenda Nos:1 & 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Supply and Installation of Biochemistry Analyser, Haematologic Analyser and Distiller (LOT 3)* in conformity with the said Tendering Documents for the sum of **[total Tender Amount in words and figures] Tanzanian Shillings Two Hundred Sixty Four Million Six Hundred Twenty Thousand Four Hundred and Thirty; TZS 264, 620, 430.00** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

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

We agree to abide by this Tender for the Tender Validity Period specified in Clause 18.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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



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

<u>Name and address of Agent Or recipient</u>	<u>Amount and currency</u>	<u>Purpose of Commission or gratuities</u>
NONE	NONE	NONE

(if none state "none")

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 02<sup>ND</sup> day of MAY, 2022.

Signed:



FARAJA FAUSTINE MASSAWE



Date: 02<sup>ND</sup> May, 2022

In the capacity of *Managing Director*

Duly authorized to sign this Tender for and on behalf of **KOME EAST AFRICA LIMITED**

**(e) Special Conditions of Contract,**



## SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (**SCC**) shall supplement the General Condition Contract (**SCC**). 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 Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is National Construction Council
2.	End User	1.1 (h)	The end user is: National institute for Medical Research
3.	Final Destination	1.1 (p)	The Final Destination is: 3 Barack Obama Drive, 11101 Dar es Salaam, NIMR Headquarters, 1st Floor, Room No. 1.13
4.	Name of Purchaser	1.1 (q)	The Purchaser is: National Institute for Medical Research
5.	Name of Supplier	1.1 (t)	The Supplier Is KOME EAST AFRICA LIMITED
6.	Other Documents Forming the Contract	<b>2.3(i)</b>	List other documents that form part of the contract if any: Minutes of Negotiation
7.	Conditions Precedent	<b>3.1</b>	Conditions Precedent to Contract Effectiveness; Submission of Performance Guarantee and Advance payment Guarantee in the form of Bank Guarantee if advance payment is required.
8	Country of Origin	<b>6.1</b>	The Country of origin is CHINA AND SOUTH AFRICA
9.	Date for Meeting Condition Precedent	<b>3.2</b>	Date for meeting condition precedent is 14 days from the date of signing
10.	Governing Language	4.1	Governing language shall be: English
11.	Governing Law	5.1	The Contract shall be interpreted in accordance with the laws of the: United Republic of Tanzania.
12.	Certification of Goods	9.1	i) Certified Copy of registration certificate of product tendered from



			<p>Regulatory Authority in the country of manufacturer to supply the goods.</p> <p>ii) Copies of documentary evidence to prove that the equipment are manufactured according to GMP (Good manufacturing practice)/ISO or CE</p> <p>iii) Certificate of registration from TMDA, PHLB, GCLA or TBS (where applicable)</p>
13.	Effective date of Contract	9.2	The Effective Date of the Contract is: the date of signing the contract
14.	Time Period	9.3	The time period shall be: 14 days
15.	Performance Security/Performance Securing Declaration	10.1	<p>Performance Security is applicable</p> <p>In the case of Performance Security, it shall be in the form of: bank guarantee or surety bond</p> <p>The amount of Performance Security shall be. [insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price]</p>
16.	Discharge of Performance Security	10.3	Discharge of the Performance Security shall take place in accordance with GCC 15.6.
17.	Inspection and Tests	11.1 & 11.2	List down all Inspections and Tests to be carried out: actual demonstration of operation of the machines or equipment after installation.
18.	Packing Requirements	12.2	Comply with standard manufacturing and packaging requirement of the equipment
19.	Delivery and Documents	13.1 & 13.3	<p><b>For Goods supplied form abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and them send by courier the following documents to the</p>



		<p>Purchaser, with a copy to the insurance company:</p> <ul style="list-style-type: none"> <li>i) three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal.</li> <li>ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct number of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</li> <li>iii) four copies of the packing list identifying contents of each package;</li> <li>iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;</li> <li>vi) one original of the Supplier's Certificate of Origin covering all items supplied;</li> <li>vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</li> </ul>
--	--	---



		<p>For goods shipped by sea the following documents to be submitted immediately by email and original documents to be submitted atleast 14 days prior to ship arrival.</p> <ul style="list-style-type: none"> <li>viii) Certificate of analysis/ conformity for medical supplies and equipments to be included as the delivery document</li> <li>ix) EFD receipt to be included for VAT registered suppliers (local)</li> <li>x) Endorsed Import permit to be included in the delivery documents for imported goods.</li> <li>xi) any other procurement-specific documents required for delivery / payment purposes.</li> </ul> <p><b>For Goods from within the United Republic of Tanzania.</b></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;</li> <li>ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [<i>enter correct name of Purchaser for customs purposes</i>] and delivery through to final destination as stated in the Contract.</li> <li>iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary,</li> <li>iv) four copies of the packing list identifying contents of each package;</li> </ul>
--	--	--



			<p>v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>vi) one original of the Supplier's Certificate of Origin covering all items supplied'</p> <p>vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>viii) other procurement-specific documents required for delivery / payment purposes.</p> <p><b>Note:</b> In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 14) above.</p>
20.	Insurance	14.1	The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes (only if contract placed on CIF or CIP BASIS]
21.	Incidental Services	16.1	Incidental services to be provided are:  services covered under GCC 15 [Transportation] and services related to clearing and forwarding of equipment as well as delivering the goods to the final destination and any other service required to bring the goods to the final destination.
22.	Warranty of Goods	17.1	State there are no SCC applicable to GCC
23.	Period for the Replacement of Defective Goods	27.4	The period for the replacement of defective goods is: 30 days
24.	Payment to be made to the Supplier	21.1, 21.3& 21.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p>



			<p>Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner:</p> <p>100% percent of the shipped 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> <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 as follows:</p> <p>i) On delivery and acceptance: 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>
25.	Currency of Payment	21.5	List down the Currencies of Payments
26.	Prices	22.1	Prices shall be: Fixed and firm for the duration of the Contract
27.	Liquidated Damages	28.1	<p>Applicable rate: 0.1 percent and 0.2 percent per day of undelivered goods' value]</p> <p><b>Maximum deduction:</b> is equal to the performance security</p>
28.	Dispute Resolution Mechanism	33.2	In the case of a dispute between the Purchaser and a Supplier who is a national of the United Republic of Tanzania, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania



29.	Notices	34.1	<p>The Purchaser's address for notice purposes: Director, General National Institute for Medical Research 3 Barack Obama Drive, 11101 Dar es Salaam, NIMR Headquarters, 1<sup>st</sup> Floor, Room No. 1.13</p> <p>The Supplier's address for notice purposes: Managing Director, KOME EAS AFRICA LTD P.O. Box 65038 <b>DAR ES SALAAM, TANZANIA</b> Email: <a href="mailto:info@kome.co.tz">info@kome.co.tz</a></p>
-----	---------	------	---

**(f) General Conditions of Contract**



# GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF HEALTH SECTOR GOODS

## TABLE OF CONTENTS

1. Definitions .....	5
2. Application and Interpretation .....	6
3. Condition Precedent .....	7
4. Governing Language .....	7
5. Applicable Law .....	7
6. Country of Origin .....	7
7. Standards .....	7
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania .....	7
9. Certification of Goods in Accordance with Laws of the United Republic of Tanzania .....	8
10. Performance Security .....	8
11. Inspections and Tests .....	9
12. Packing .....	11
13. Delivery and Documents .....	11
14. Insurance .....	11
15. Transportation .....	12
16. Incidental Services .....	12
17. Warranty .....	13
18. Patent and Copy Rights .....	14
19. Limitation of Liability .....	14
20. Changes in Laws and Regulations .....	14
21. Payment .....	15
22. Prices .....	16
23. Change Orders and Contract Amendments .....	16
24. Extensions of Time .....	17
25. Assignment .....	17
26. Subcontracting .....	17
27. Delays in the Supplier's Performance .....	17
28. Liquidated Damages .....	18

29. Termination for Default .....	18
30. Force Majeure .....	19
31. Termination for Insolvency .....	20
32. Termination for Convenience .....	20
33. Settlement of Disputes .....	20
34. Notices .....	21
35. Taxes and Duties .....	21
36. Suspension of Financing .....	21



<p><b>1. Definitions</b></p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</li> <li>b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</li> <li>c) "Day" means calendar day.</li> <li>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.</li> <li>e) "Effective Date" means the date on which this Contract becomes effective pursuant to <b>GCC</b> 11.2.</li> <li>f) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.</li> <li>g) "End User" means the organization(s) where the goods will be used, as named in the <b>SCC</b>.</li> <li>h) "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.</li> <li>i) "<b>GCC</b>" means the General Conditions of Contract contained in this section.</li> <li>j) "<b>SCC</b>" means the Special Conditions of Contract.</li> <li>k) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</li> <li>l) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.</li> <li>m) "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.</li> </ul>
------------------------------	------------	--



		<p>n) "The Contract Price" means the price the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>o) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>p) "The Final Destination " where applicable, means the place or places named in the <b>SCC</b>.</p> <p>q) "The Purchaser" means the organization purchasing the Goods, as named in the <b>SCC</b>.</p> <p>r) "The Related Services" means those services ancillary to the supply of the Goods, such 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 Contract.</p> <p>s) "The Services" means those services the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>t) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the <b>SCC</b>.</p>
<b>2. Application and Interpretation</b>	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined
	2.2	If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under <b>GCC 2.1</b> above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> <li>a) Form of Agreement,</li> <li>b) Letter of Acceptance</li> <li>c) Negotiation Minutes</li> <li>d) Form of Tender</li> <li>e) Special Conditions of Contract,</li> </ul>



		<ul style="list-style-type: none"> <li>f) General Conditions of Contract,</li> <li>g) Specifications</li> <li>h) Completed Schedules (including Price Schedules), and</li> <li>i) Any other document listed in the <b>SCCs</b> forming part of the Contract.</li> </ul>
<b>3. Condition Precedent</b>	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the <b>SCC</b> .
	3.2	If the Condition precedent stipulated on <b>GCC 3.1</b> is not met by the date specified in the <b>SCC</b> this contract shall not come into effect;
	3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Supplier a certificate of Contract commencement, which shall confirm the start date.
<b>4. Governing Language</b>	4.1	The Contract shall be written in the language specified in the <b>SCC</b> . Subject to this clause, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
<b>5. Applicable Law</b>	5.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the <b>SCC</b> .
<b>6. Country of Origin</b>	6.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the <b>SCC</b> .
	6.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	6.3	The origin of Goods and Services may be distinct from the nationality of the Supplier.
<b>7. 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.
<b>8. Use of Contract Documents and</b>	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision



<b>Information; Inspection and Audit by the Government of Tanzania</b>		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 <b>GCC 7.1 [Standards]</b> except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in <b>GCC 7.1 [Standards]</b> 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 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 Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.
<b>9. Certification of Goods in Accordance with Laws of the United Republic of Tanzania</b>	9.1	If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the <b>SCC</b> . The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
	9.2	Unless otherwise specified in the <b>SCC</b> , the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
	9.2	If thirty (30) days, or such longer period specified in the <b>SCC</b> , elapse from the date of Contract signing and the Contract has not become effective pursuant to <b>GCC 9.2</b> above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
<b>10. Performance Securities</b>	10.1	The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract



		Price is payable as specified in the <b>SCC</b> .
	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 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 <b>SCC</b> .
	10.4	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 for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
<b>11. Inspections and Tests</b>	11.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b> .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b> . Subject to <b>GCC11.3</b> , if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser
	11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in <b>GCC11.2</b> , provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated



		<p>representative to attend the test and/or inspection.</p> <p>(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p> <p>(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>(c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.</p>
	11.5	<p>Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by GCC11.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.</p>
	11.6	<p>The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications' codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p>



	11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to <b>GCC11.4</b> .
	11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to <b>GCC11.7</b> , shall release the Supplier from any warranties or other obligations under the Contract.
<b>12. Packing</b>	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 the <b>SCC</b> or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
<b>13. Delivery and Documents</b>	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the <b>Schedule of Requirements</b> . The details of shipping and/or other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
	13.2	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in the <b>SCC</b> .
<b>14. Insurance</b>	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 <b>SCC</b> .
	14.2	Where delivery of the 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. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
<b>15. Transportation</b>	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 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.
	15.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
<b>16. Incidental Services</b>	16.1	The Supplier shall provide such incidental services, if any, as are specified in the <b>SCC</b> .
	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
<b>17. Warranty</b>	17.1	<p>All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.</p> <p>The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the <b>SCC</b>; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.</p>
	17.2	<p>The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p>
	17.3	<p>In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.</p>
	17.4	<p>If, after being notified that the defect has been confirmed pursuant to GCC 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the <b>SCC</b>, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.</p>
	17.5	<p>In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or</p>



		destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
<b>18. Patent and Copy Rights</b>	18.1	<p>The Supplier shall, subject to the Purchaser's compliance with <b>GCC18.2</b>, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
	18.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in <b>GCC18.1</b> , the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	18.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	18.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	18.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses,



		which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
<b>19. Limitation of Liability</b>	19.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 18,</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
<b>20. Change of Laws and Regulations</b>	20.1	Unless otherwise specified in the Contract, if after the date of 28 days prior to the deadline date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the 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. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with <b>GCC 22 [Prices]</b> .
<b>21. Payment</b>	21.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the <b>SCC</b> .
	21.2	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 <b>GCC 13 [Delivery and</b>



		Documents], and upon fulfillment of other obligations stipulated in the Contract.
	21.3	Payments shall be made promptly by the Purchaser, in the mode of payment specified in the <b>SCC</b> , but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	21.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the <b>SCC</b> 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.
	21.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>GCC 21.4</b> .
<b>22. Prices</b>	22.1	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.
	22.2	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 the <b>SCC</b> or in the Purchaser's request for tender validity extension, as the case may be.
	22.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components shall be done in accordance with the formula shown in the <b>SCC</b> .
<b>23. Change Orders and Contract Amendments</b>	23.1	The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>b) the method of shipment or packing;</li> <li>c) the place of delivery, and/or</li> <li>d) the Services to be provided by the Supplier.</li> </ul>
	23.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
	23.3	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the



		prevailing rates charged to other parties by the Supplier for similar services.
	23.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the <b>SCC</b> , any variation to the contract resulting from a value engineering proposal agreed between the parties
<b>24. Extensions of Time</b>	24.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to <b>GCC13</b> [Delivery and Documents], the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract
	24.2	Except in case of Force Majeure, as provided under <b>GCC30</b> , a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC28</b> [Liquidated Damages], unless an extension of time is agreed upon, pursuant to <b>GCC24.1</b>
<b>25. Assignment</b>	25.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
<b>26. Subcontracting</b>	26.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
<b>27. Delays in the Supplier's Performance</b>	27.1	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.
	27.2	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.



	27.3	Except as provided under <b>GCC 30</b> [Force Majeure], 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 <b>GCC86</b> [Liquidated Damages], unless an extension of time is agreed upon pursuant to <b>GCC 27.2</b> without the application of liquidated damages.
<b>28. Liquidated Damages</b>	28.1	Subject to <b>GCC 30</b> [Force Majeure], 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 the <b>SCC</b> 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 the <b>SCC</b> . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to <b>GCC 29</b> [Termination for Default].
<b>29. Termination for Default</b>	29.1	<p>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:</p> <ul style="list-style-type: none"> <li>a) if 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 <b>GCC 27</b> [Delays in the Supplier's Performance]; or</li> <li>b) if the Goods do not meet the Technical Specifications stated in the Contract; or</li> <li>c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or</li> <li>d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p> <p>"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;</p> <p>"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 of that party in connection with public procurement or in furtherance of</p>



		<p>corrupt practice or fraudulent practice;</p> <p>“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</p> <p>“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;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>e) if the Supplier fails to perform any other obligations) under the Contract.</p>
	29.2	<p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to <b>GCC 29.1</b>, 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.</p>
<b>30. Force Majeure</b>	30.1	<p>Notwithstanding the provisions of <b>GCC 27</b> [Delays in Supplier Performance], <b>GCC28</b>, [Liquidated Damages] and <b>GCC 29</b> [Termination for Default], 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.</p>
	30.2	<p>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, 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.</p>



31. Termination for Insolvency	31.1	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 that has accrued or will accrue thereafter to the Purchaser.
32. Termination for Convenience	32.1	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.
	32.2	<p>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 prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> <li>a) to have any portion completed and delivered at the Contract terms and prices, and/or</li> <li>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.</li> </ul>
33. Settlement of Disputes	33.1	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.
	33.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
	33.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the <b>SCC</b> .
	33.4	<p>Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> </ul>



		b) the Purchaser shall pay the Supplier any monies due the Supplier.
<b>34. Notices</b>	34.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or 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 <b>SCC</b> .
	34.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
<b>35. Taxes and Duties</b>	35.1	A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.
	35.2	A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.
	35.3	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.
<b>36. Suspension of Financing</b>	36.1	In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> <li>a) The Purchaser is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.</li> <li>b) If the Contractor has not received sums due it within the 28 days for payment provided for in <b>GCC 21.3 [Payment]</b>, the Contractor may immediately issue a 14-day termination notice.</li> </ul>







## Form- PER 1

### Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: **KOME EAST AFRICA LIMITED**

Date: **03/ MAY/ 2022**

Joint Venture Member Name: **N/A**

Tender No. and title: **PA/019/2021-22/HQ/G/58 LOT 3, SUPPLY AND INSTALLATION OF BIOCHEMISTRY ANALYZER, HEMATOLOGICAL ANALYZER AND DISTILLER**

Page 1 of 2 pages

Non-Performed Contracts in accordance with Section IV Qualification and Evaluation Criteria			
<input checked="" type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and TZS equivalent)
NONE	NONE	NONE	NONE
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input checked="" type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)
NONE	NONE	NONE	NONE
<input checked="" type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.			
<input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			




P O Box 65038, Dar es Salaam, Tanzania  
 Email: info@kome.co.tz, www.kome.co.tz



Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)
NONE	NONE	NONE	NONE
<input checked="" type="checkbox"/> Proof of Payment of Taxes since 1 <sup>st</sup> January 2017 specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5 <input checked="" type="checkbox"/> Proof of Payment of Social Security Contributions since 1 <sup>st</sup> January 2017 specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5. <input checked="" type="checkbox"/> No Consistent History of abuse of Employment Laws since 1 <sup>st</sup> January 2017 specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.			
Payment of Taxes		<i>[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.</i> <b>ATTACHED</b>	
Social Security Contributions		<i>[Provide a certified copy of Social Security Contributions for the specified Period]</i> <b>ATTACHED</b>	
History of Employment Related Cases		1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i>  2. <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>  <b>NOT AVAILABLE</b>	



P.O. Box 65038, Dar es Salaam, Tanzania  
 Email: info@kome.co.tz, www.kome.co.tz



**(h) Completed Schedules (including Price Schedules)**



Revised Price  
Schedule for Goods O

1. [Faint, illegible text]

[Faint, illegible text]

2. [Faint, illegible text]



# 1. Price Schedule for Goods Offered from Abroad to be imported LOT 3

## (Group C Tenders)

Name of Tenderer: KOMÉ EAST AFRICA LIMITED . IFT Number PA/019/2021-22/HQ/G/58 LOT 3		Page 1 of 1														
1	2	3	4	5	6	7			8	9	10	11	12	13	14	
Product code	Product	Strength	Dosage form	Unit pack	Qty. Offered	Unit prices			Total unit Price	Total price per item [6x8]	Local agent's Commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufacturer	Ctry. of Origin	Pharmacopoeial standard	
				Size		(a) unit price FOB or FCA port or place of loading	(b) CIF at port of entry or CIP named place of destination (specify one)	(c) Inland transp. insurance & other local incidentals to deliver if specified	(d) Other incidental costs as defined in the SCC	[a+c+d] Or [b+c+d]						
1	BIOCHEMISTRY ANALYZER MACHINE (ARCHITECT c4000 - Abbott)	-	-	PC 1	1	195,624.00 0.00	-	-	-	195,624.00 0.00	-	445KG 250*300* 60	DIRUI INDUSTRIAL LTD	CHI NA	-	
2	HAEMOTOLOGICAL ANALYSER (Cell dyne 2400)	-	-	PC 1	1	6,722.430 00	-	-	-	6,722.430 00	-	14KG 80*70*50	BIOEVOP EAK CO. LTD	CHI NA	-	
3	Steam DISTILLER	-	-	PC 1	1	45,474.000 .00	-	-	-	45,474.000 .00	-	700KG 220*200* 220	Shanghai Fengxun Co. Ltd	CHI NA	-	

FREIGHT CHARGES: - 15,600,000.00  
PORT CHARGES & AGENT FEES: - 1,200,000.00

### Note:

- Column 7[c] is optional and it will be applicable only when required in accordance with ITT sub-Clause 16.8 (b) and the related provisions in the Tender Data Sheet.
- For column 9, pursuant to ITT 29.1, in the case of discrepancy between unit price and total price, the unit price shall prevail

Total Tender Price: 264,620,430.00

Currency: TZS

In figures: 264,620,430.00

In words: Two hundred and sixty four million, six hundred and twenty thousands, four hundred and thirty Tanzanian shillings



P. O. Box 65038, Dar es Salaam, Tanzania  
Email: info@kome.co.tz, www.kome.co.tz

*[Signature]*

Signed:

Dated:

FARAJA FAUSTINE MASSAWE

09<sup>TH</sup> MAY 2022

In the capacity of Managing Director



**Note:**

- i) Column 7[c] is optional and it will be applicable only when required in accordance with ITT sub-Clause 16.8 (b) and the related provisions in the Tender Data Sheet.
- ii) For column 9, pursuant to ITT 29.1, in the case of discrepancy between unit price and total price, the unit price shall prevail

Total Tender Price: 72,679,200.00  
Currency: Tanzanian Shillings  
In figures: 72,679,200.00  
In words: Seventy-two million, six hundred seventy-nine thousand and two hundred Tanzanian Shillings

Signed:  
Dated:



P O Box 66038, Dar es Salaam, Tanzania  
Email: info@koma.co.tz, www.koma.co.tz

---

In the capacity of: *[insert: title or other appropriate designation]*