



**UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH**



NATIONAL INSTITUTE FOR MEDICAL RESEARCH

CONTRACT NO. PA/019/2021-22/HQ/G/58-LOT 5

FOR

**SUPPLY AND INSTALLATION OF AUTOMATIC BOTTLE FILLING AND CAPPING
MACHINES**

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 7th 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 72,679,200 (Tanzanian Shillings Seventy-Two Million Six Hundred Seventy-Nine Thousand Two Hundred 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 7th day of June 2022

Signature

Name Prop. Yunus David Ngaya

Position Director General

In the presence of

Signature

Name OGOORA 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

Name PAPAIA F. M. ASSANE

Designation MD



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

In the presence of

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/58/12

7th 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 28th January, 2022 for Tender No. PA/019/2021-22/HQ/G//58 Lot 5: Supply and installation of various Production Machines and Lab Equipment. The contract price is TZS 72,679,200 (Tanzanian Shillings Seventy-Two Million Six Hundred Seventy-Nine Thousand Two Hundred 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, Website: www.nimr.or.tz

NIMR Amani
P.O. Box 91
Muhara, Tanga
Tanzania
Email: amani@nimr.or.tz

NIMR Dodoma
Benjamin Mkapa Hospital
P.O. Box 805
41118 Dodoma, Tanzania
Email: dodoma@nimr.or.tz

NIMR Mbeya
Hospital Hill
P.O. Box 2410
Mbeya, Tanzania
Email: mbeya@nimr.or.tz

NIMR Muhimbili
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Dar es Salaam, Tanzania
Email: muhimbili@nimr.or.tz

NIMR Mwanza
P.O. Box 1462
Mwanza
Tanzania
Email: mwanza@nimr.or.tz

NIMR Ngongongoro
P.O. Box 514
UJA River, Arusha
Tanzania
Email: ngongongoro@nimr.or.tz

NIMR Tabora
P.O. Box 482
Tabora
Tanzania
Email: tabora@nimr.or.tz

NIMR Tanga
P.O. Box 6004
Tanga
Tanzania
Email: tanga@nimr.or.tz

(c) **Minutes of Negotiations**



UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

NATIONAL INSTITUTE FOR MEDICAL RESEARCH



MINUTES OF NEGOTIATION FOR TENDER No. PA. 019/2021-2022/HQ/G/58 LOT 1,3&5, SUPPLY OF PRODUCTION MACHINES AND LABORATORY EQUIPMENT, HELD ON 1ST JUNE, 2022 AT NIMR CONFERENCE ROOM.

ATTENDANCE

1. Dr. Justine Omolo	Chairman
2. Mr. Richard Sunguruma	Member
3. Dr. Emanuel Peter	Member
4. Mr. Johansen Japhary	Secretariat
5. Mr. Pharma Azand Ayab	KOME EAST AFRICA LTD
6. Mr. Faraja F. Massawe	KOME EAST AFRICA LTD
7. Mr. Adam Shaborish	KOME EAST AFRICA LTD
8. Mrs. Mariam Rweyemamu	KOME EAST AFRICA LTD

2.1 AGENDA ITEM No 1

OPENING OF THE MEETING

The meeting was opened at 11: 15 am, by the Chairman welcoming members to the meeting.

AGENDA ITEM No 2

2.2 2.2 ADOPTION OF THE AGENDA

The following agendas were adopted for the meeting

- 2.1 Opening of the Meeting
- 2.2 Adoption of the agenda
- 2.3 Submission of the power of attorney.
- 2.4 Scope of the assignment
- 2.5 Duration of the assignment.
- 2.6 Terms of payment.
- 2.7 Contract Price

2.8 Contract

2.9 Performance guarantee

2.10 Communication and response to queries

2.11 Closing of the meeting

2.3 AGENDA ITEM No 3. Submission of the power of attorney

One of the representatives of **M/s KOME EAST AFRICA LTD**, Mr. Faraja F. Massawe who was given the power to represent the supplier attended the negotiation meeting and the same was confirmed.

2.4 AGENDA ITEM No 4 The scope of the assignment was confirmed in each lot as follows:

LOT No.1

During the meeting, the scope of the assignment in Lot No.1 was reviewed item by item to confirm understanding by each part of the technical specifications that were provided. Due to budgetary reasons, quantities for Items No. 1,2,3,5,6, 7, and 9 were reduced by one item.

LOT No.3.

There were no changes to this lot, it was agreed the scope to remain the same.

LOT No. 5

There were no changes to this lot, it was agreed the scope to remain the same.

2.5 AGENDA ITEM No 5. Duration of The Assignment

It was agreed that the duration of the supplier shall deliver agreed scope within three months from contract signing date.

2.6 AGENDA ITEM No 6. Terms of Payment

It was agreed that the purchaser shall pay advance payment to the supplier equal to 10% of the contract amount upon submission of the advance payment guarantee. Advance payment shall be recovered from the invoices to be raised by the supplier. It was further agreed that 100% of the contract amount shall be paid upon complete delivery, installation, orientation of users, and acceptance by receiving committee of the required equipment.

2.7 AGENDA ITEM No.7. CONTRACT PRICE

Table 1: The following contract prices were agreed; Revised price schedules and form of contract are attached as annex I of the minutes.

LOT	BIDDER	AMOUNT
1	Supply and installation of various Production Machines and Lab Equipment	401,375,547.50
3	Supply and Installation of Automatic Bottle Filling and Capping Machines	264,620,430.00
5	Supply and Installation of Biochemistry Analyzer,	72,679,200.00

5	Supply and Installation of Biochemistry Analyzer, Hematologic Analyzer and Distiller	72,679,200.00
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2.8 AGENDA ITEM NO 8. CONTRACT

It was agreed that the soft copy of the contract will be sent to the supplier for review and comments before contract signing.

2.9 AGENDA ITEM NO 9. PERFORMANCE GUARANTEE

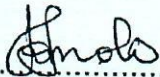
Performance Guarantee in terms of bank guarantee will be provided by the supplier within 28 days after issuing of a letter of acceptance.

2.10 AGENDA ITEM NO 10. COMMUNICATION AND RESPONSE TO QUERIES.

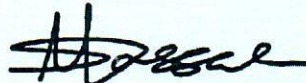
It was agreed that an official email will be used to communicate all queries to the representative of the purchaser to be named in the contract.

2.11 AGENDA ITEM NO 11. CLOSING OF THE MEETING

The Meeting was closed at 13:35 pm by chairperson giving thanks to members for valuable contributions.



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For: NIMR
Dr. Justin Omolo



.....
FOR: KOME EAST AFRICA
Mr. Faraja Masawe

Date: 02ND 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 Automatic Bottle Filling and Capping Machines (LOT 5)* in conformity with the said Tendering Documents for the sum of **[total Tender Amount in words and figures] Tanzanian Shillings Seventy Two Million Six Hundred Seventy Nine Thousand and Two Hundred Only; TZS 72, 679, 200.00** 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 02ND day of MAY, 2022

Signed:



FARAJA FAUSTINE MASSAWE



Date: 02ND May, 2022

In the capacity of **Managing Director**

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

(d) Form of Tender



KOME-FORM OF
TENDER-LOT 3.pdf



(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	2.3(i)	List other documents that form part of the contract if any: Minutes of Negotiation.
7.	Conditions Precedent	3.1	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	6.1	The Country of origin is CHINA
9.	Date for Meeting Condition Precedent	3.2	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 Regulatory Authority in the country of manufacturer to supply the goods.

			<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>For Goods supplied form abroad:</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 Purchaser, with a copy to the insurance company.</p>

		<p>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.</p> <p>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;</p> <p>iii) four copies of the packing list identifying contents of each package;</p> <p>iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</p> <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>For goods shipped by sea the following documents to be submitted immediately by email and original documents to be</p>
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		<p>submitted at least 14 days prior to ship arrival.</p> <ul style="list-style-type: none"> viii) Certificate of analysis/ conformity for medical supplies and equipments to be included as the delivery document ix) EFD receipt to be included for VAT registered suppliers (local) x) Endorsed Import permit to be included in the delivery documents for imported goods. xi) any other procurement-specific documents required for delivery / payment purposes. <p>For Goods from within the United Republic of Tanzania.</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"> (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; 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. iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary, iv) four copies of the packing list identifying contents of each package; v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
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			<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>Note: 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>Payment for Goods supplied from abroad: 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, tamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>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 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	Applicable rate: 0.1 percent and 0.2 percent per day of undelivered goods' value] Maximum deduction: is equal to the performance security.
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	The Purchaser's address for notice purposes: Director General National Institute for Medical Research

		<p>3 Barack Obama Drive, 11101 Dar es Salaam, NIMR Headquarters, 1st Floor, Room No. 1.13</p> <p>The Supplier's address for notice purposes: Managing Director, KOME EAS AFRICA LTD P.O Box 65038 DAR ES SALAAM, TANZANIA Email: info@kome.co.tz</p>
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(f) General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF HEALTH SECTOR GOODS

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<p>1. Definitions</p>	<p>1.1</p>	<p>in this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes. b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. c) "Day" means calendar day. 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. e) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC 11.2. f) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution. g) "End User" means the organization(s) where the goods will be used, as named in the SCC. 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. i) "GCC" means the General Conditions of Contract contained in this section. j) "SCC" means the Special Conditions of Contract. 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. 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. 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.
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		<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 SCC.</p> <p>q) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</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 SCC.</p>
2. Application and Interpretation	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 GCC 2.1 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"> a) Form of Agreement, b) Letter of Acceptance c) Negotiation Minutes d) Form of Tender e) Special Conditions of Contract.

		<ul style="list-style-type: none"> f) General Conditions of Contract, g) Specifications h) Completed Schedules (including Price Schedules), and i) Any other document listed in the SCCs forming part of the Contract.
3. Condition Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC .
	3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3	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.
4. Governing Language	4.1	The Contract shall be written in the language specified in the SCC . 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.
5. Applicable Law	5.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC .
6. Country of Origin	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 SCC .
	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.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision

Information; Inspection and Audit by the Government of Tanzania		thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] 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.
9. Certification of Goods in Accordance with Laws of the United Republic of Tanzania	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 SCC . 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 SCC , 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 SCC , elapse from the date of Contract signing and the Contract has not become effective pursuant to GCC 9.2 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.
10. Performance Securities	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 SCC .
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
	10.4	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.
11. Inspections and Tests	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 SCC .
	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 SCC . Subject to GCC11.3 , 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 GCC11.2 , 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 GCC11.4 .
	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 GCC11.7 , shall release the Supplier from any warranties or other obligations under the Contract.
12. Packing	12.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements . The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC .
	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 SCC .
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner

		specified in the SCC .
	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.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination, or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the 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.
16. Incidental Services	16.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC .
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by

		the Supplier for similar services.
17. Warranty	17.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. 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 SCC ; 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.
	17.2	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.
	17.3	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.
	17.4	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 SCC , 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.
	17.5	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

		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.
18. Patent and Copy Rights	18.1	<p>The Supplier shall, subject to the Purchaser's compliance with GCC18.2, 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"> a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods. <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 GCC18.1, 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.
19. Limitation of Liability	19.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 18,</p> <p>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</p> <p>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.</p>
20. Change of Laws and Regulations	20.1	<p>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 GCC 22 [Prices].</p>
21. Payment	21.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC .
	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 GCC 13 [Delivery and

		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 SCC , 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 SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
	21.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 21.4 .
22. Prices	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 SCC 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 SCC .
23. Change Orders and Contract Amendments	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"> a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and/or d) the Services to be provided by the Supplier.
	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 SCC , any variation to the contract resulting from a value engineering proposal agreed between the parties
24. Extensions of Time	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 GCC13 [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 GCC30 , 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 GCC28 [Liquidated Damages], unless an extension of time is agreed upon, pursuant to GCC24.1
25. Assignment	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.
26. Subcontracting	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.
27. Delays in the Supplier's Performance	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 GCC 30 [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 GCC86 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 27.2 without the application of liquidated damages.
28. Liquidated Damages	28.1	Subject to GCC 30 [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 SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC 29 [Termination for Default].
29. Termination for Default	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"> 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 GCC 27 [Delays in the Supplier's Performance]; or b) if the Goods do not meet the Technical Specifications stated in the Contract; or 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 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. <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 GCC 29.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
30. Force Majeure	30.1	<p>Notwithstanding the provisions of GCC 27 [Delays in Supplier Performance], GCC28 [Liquidated Damages] and GCC 29 [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"> a) to have any portion completed and delivered at the Contract terms and prices; and/or b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services, and for materials and parts previously procured by the Supplier.
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 SCC .
	33.4	<p>Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> 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.
34. Notices	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 SCC .
	34.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
35. Taxes and Duties	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 United 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.
36. Suspension of Financing	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"> a) The Purchaser is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice. b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 21.3 [Payment], the Contractor may immediately issue a 14-day termination notice.

(g) Specifications

Lot 5: Supply and Installation of Automatic Bottle Filling and Capping Machines				
Item No.	Description of items <i>[A detailed list, Statement of Requirement/Specifications]</i>	Quantity	Unit of measure	
1	AUTOMATIC BOTTLE FILLING MACHINE	1	PC	COMPLY
	DIMENSION 2400mm(L)x1100(W)x2200mm(H)			
	FILLING HEAD 16			
	CAPACITY 1L 4800B/H			
	POWER 3 KW			
	SUITABLE BOTTLE Diameter 40mm-100ml Height 80mm-280mm			
	NECK DIAMETER 18mm			
	FILLING RANGE 50ml-1000mls			
	AIR PRESSURE 0.6Mpa-0.8Mpa			
	POWER SUPPLY 380v :50HZ/60HZ			
	2			
CAPACITY 3000 BOTTLES PER HOUR				
CAPPING HEAD 1				
CAP FEEDING SYSTEM BOTTLENECK TAKE CAP				
PERCENT PASS 99%				
APPLICABLE BOTTLE TYPE Round Bottle 50-140mm Height, 230-340mm				
CAPS SPECIFICATION 30-65mm H 15-30mm				
AIR PRESSURE 0.6-0.8Mpa				
POWER SOURCE 380v/50hz				
POWER RATE 3KW				
WEIGHT 800-1000kg				
END				



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L ot 1: supply and installation of various Production Machines and Lab Equipment	
Item No.	Description of items
1	Rotary evaporator
	Temperature Range: Ambient temperature + 5°C - 180°C or above, Accuracy: + 1°C or better Display: Microprocessor LED/LCD display,
	Rotation Speed: 20-200 rpm with DC brushless motor, Distillation Condenser: Diagonal Type, Evaporating Flask: 500-2000ml with connector & seal,
	Collecting Flask: 500ml-1000ml with connector & seal,
	System Lifting: Motorized with manual system on power cut off,
	Timer: Must be available Power Supply: 220-VAC-50Hz.
2	Chiller
	Temperature range: -10°C to ambient, Precise temperature control of ± 0.2°C,
	Flow: more than 6l/min,
	Cooling capacity: up to 560 watts @20°C,
	Fluid level indicator: Low flow shut off and high/low temperature alarms, Digital display.
3.	Vacuum pump
	Two stage oil free diaphragm pump made from chemically resistant material, Suction capacity in m ³ /hour: 2.0 m ³ /h or better, Vacuum pump should have ultimate vacuum of 7mbar or better, Power input in watt: 180
4.	Freeze dryer and its vacuum pump
	Performance (drying rate): at least 2-Kg/24-hour Ice Capacity: at least 2.5 Kg Ice Condenser Capacity: at least 3.5Liters Ice Condenser Temperature: minimum -55 deg C Compressor power: more than 0.5-HP Dimension of the Base unit (in mm): should not exceed 350 x 350 x 500 (W x H x D) Electrical Connection: 230V, 50 Hz.
	Vacuum pump should be chemical resistant. It should be with pumping speed of 5.9 m ³ /h or better. The items such as vacuum hose, various filters for vacuum pump, drying chamber, rubber valves, etc which is necessary for the smooth operation of the instrument should be included.
5.	Centrifuge
	Speed: Maximum 15,000 rpm, Centrifugal force (RCF): Maximum 18,000xg, Tube size: Maximum 100 ml, Capacity: Maximum 400 ml, Rotary angle head: 8 x 50 ml, Temperature range: Ambient, display multifunctional: LCD/LED, Power supply: 220 VAC ±10%, 47 to 53 Hz Protection: Auto shut down for imbalance, Accessories: Voltage stabilizer, Features: Microprocessor controlled, Door safety lock: Auto magnetic rotor identification
6.	Hot air oven
	Size in cm (W x D x H): Internal 60 x 60 x 60; External Size 90 x 85 x 110; Capacity 215 lit Double wall design, Outer cabinet and Inner chamber stainless steel 304 grade, Digital Temperature Indication and Control, Silicon door gasket, Temperature range: Ambient +5 °C to 250 °C; Temperature control accuracy ±1 °C of set point, 3½ digital LED display, Stainless steel wire mesh shelves, no of shelves 3; Optional items: Motorized blower for air circulation.
7.	Incubator
	Should be sturdy rigid and having aesthetic look, Construction and fabrication on fully automatic CNC machines for giving consistency in performance and aesthetic look, High quality insulation between inner and outer wall, Full length inner acrylic door with roller type latch for monitoring without disturbing inside temperature, (Temperature range 350 C above ambient to 600 C with temperature accuracy ± 10

	<p>C.) Temperature range ambient + 5 0 C above ambient to 600 C, Power supply :- 220V AC + 25%,47 TO 53Hz,Approx.400 Watt, Temperature should be controlled by best quality thermostatic control and digital display, Inner chamber made of stainless steel (S. S. 304) and outer chamber M.S. with powder coating, Inner dimension 45x45x45 cm, Accessories:- Suitable thermometer having 0.10 C, 3 shelves Thermometer access hole to display inside temperature. Digital control and digital display with scak timer</p>
8.	<p>Analytical balance it should be electronic, digital display, top-loading, with serial interface 0– 300 g □ 0.001 g (i.e. to 3 decimal places = 1 mg).</p>
9.	<p>Large refrigerator Pharmaceutical, 2 doors. Pharmaceutical Refrigerator with built in -20°C Deep Freezer One unit with dual temperature zone Refrigerator capacity should be >300L with temp. range from +2°C to +14°C Freezer capacity should be >75L with temp. range from -20°C to -30°C Should have overall dimensions approximate 75cmW x 55cmD x 175 cmH Exterior material: Galvanised steel with baked on finish Interior material for Refrigerator: Stainless steel and Interior material for Freezer: Colored aluminum plate</p>
10.	<p>UV lamp Wavelength 254 nm -366 nm</p>
11.	Vortex Mixer
12.	<p>Heating mantle Material: Stainless Steel Voltage: 220-240 V Power Source: Electric</p>
13	<p>LAB SCALE MINI Tablet PRESS Capacity: 14000 TABLETS/HOURS Power Consumption: 1.5 HP, 3 Material: Stainless Steel Grade: Automatic</p>
14	<p>Fully-automatic Shrink wrapping machine ST455 Shrink Tunnel</p>
15	<p>Belt conveyer machine Specification: SIZE: - 8' (L) x 33" (W) x 31"± 2" (H), MOTOR: - " HINDUSTAN " MAKE (0.25 HP x 1400 RPM), GEAR: - " BONFIGLIOLI " MAKE, Belt: - 9" (W) x 2mmThk PVC.</p>
16	<p>Pulverizing machine Specification: Model: CSJ-120 Capacity: 100-500kg/h</p>

	Size of input granules: ≤ 100 mm
	Size of output granules 0.5-20 mm
	Powe: 4kw
	Speed of principal axis: 940 rpm
	Overall size:(L*W*H) (1080*530*1460 mm)
17	LABORATORY SCALE Liquid packing machine
	Technical parameter
	Speed (Bag/min)
	28-50,
	Filling capacity (ml)
	1-100
	Bag size range (mm)
	(L) 50-205 (L) 40-140,
	Seal style
	3 side
	Measuring Method
	Piston pump
	Power
	1.35
Weight	
270	
Dimension	
(L*W*H)	
(995*800*1975)	
18	Gel and Liquid mixing machine for hand sanitizer, lotion and cream
	Capacity: 500 L
	Gross weight per unit product: 500 kg
	Package size per unit product: 1900.00cm * 1600.00cm * 2400.00cm
	Homogenizer Speed: 0-3300 rpm
Material: Stainless Steel	
19	Automatic Sticker Machine with Date Code Printer Machine Cone Bottle Labelling System
	speed 60-150 bottle per minute
	Label length 25mm-280mm
	Label Thickness: 0.035mm-0.13
	Label material PVC.PET.OPS
	BOTTLE/CAN height 15mm-380mm
	BOTTLE/CAN DIAMETER 28mm-125mm
	BOTTLE/ CAN SHAPE Round and oval containers with contours
	CONTAINER TYPE Glass, Plastic and metal
	POWER 2KW
	SHRINKING POWDER 15kw
CODING DEVICE: Ribcn Coder	
VOLTAGE: 380V/220;50/60Hz	
20	BAG FILLING MACHINE
	production speed 40-80(bag/min)

	2.filling volume 5g-1000g
	3.measurement precision $\pm 1.5\%$
	4.maximum bag size 140(W) \times 180(H)mm
	5.minimum bag size 60(W) \times 70(H)mm
	6.maximumfilm-roll diameter 500mm
	7.roll's interior diameter 70-80mm
	8.total power 3.5kw
	9.voltage AC380V,50/60Hz
21	Muffle furnace; HMG India Voltage: 230 Volts A. C Max Temperature: 1200°C Body Material: Mild Steel
22	PRECISA'S MOISTURE ANALYSER fully automatic moisture analysis
23	Kjeltec™ FOSS 8200
24	Threshing machine Capacity: 0.6--2 TPH Power: 15 KW Speed: 2800 RPM Weight: 240 Kg
25	LABORATORY SCALE CAPSULES FILLING MACHINE
26	AUTOMATIC TABLET HARDNESS TESTER Measurement range: Hardness 3 - 500 N (± 1 N) Measurement range: Diameter: Length 2 - 23mm (± 0.05 mm) 2 - 28mm (± 0.05 mm) Measurement range: Thickness 2 - 10 mm (± 0.05 mm) Measurement range: Weight 20,0 mg - 120 g (± 0.0001 g) Measurement range: Width 2 - 15mm (± 0.05 mm) Measurement principle: constant speed 0,05 - 3,0 mm/sec Measurement principle: constant force 10 - 100 N /sec Power 100 - 240 V / 50-60 hz Width / Depth / Hight 627/643/613mm Weight 50 kg
27	SIEVE SYSTEM-MULTILAYER STANDAD AUTO LAB TEST SHAKER Sieve layer: 8 layers Diameter: 200 mm Granularity: 0.038-3 mm Noise: 50 db Capacity: 200 g Vibration amplitude: 5mm Voltage: 220-240 V Motor: 1400 RPM Power: 0.12 KW Dimensions: 300mmL, 360mmW,736mmH

(h) Completed Schedules (including Price Schedules)



Revised Price
Schedule for Goods Q

Revised Price
Schedule for Goods Q

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

(Group C Tenders)

Name of Tenderer		IFT Number		Page		of										
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	Local agent's Commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufacturer	Ctry. of Origin	Pharmaceutical 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 transport, insurance & other local costs included delivery if specified	(d) Other incidental costs as defined in the SCC	[a+c+d] Or [b+c+d]	[6x8]					
1.	AUTOMATIC BOTTLE FILLING MACHINE	-	-	PIECE	1	28,173,600.00	-	-	-	28,173,600.00	28,173,600.00	-	280kg 400X380 X200	ZONESUN TECHNOLOGY LIMITED	CHINA	-
2.	AUTOMATIC CAPPING Machine	-	-	PIECE	1	27,705,600.00	-	-	-	27,705,600.00	27,705,600.00	-	200kg 670X400 X150	ZONESUN TECHNOLOGY LIMITED	CHINA	-

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



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