

THE UNITED REPUBLIC OF TANZANIA



MINISTRY OF HEALTH

NJOMBE REGIONAL REFERRAL HOSPITAL

Contract

For

Supply of Office Furniture

Contract Number: ME/007/18882/2021/22/G/05

March, 2022

Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this 23rd day of March, 2022 between Medical Officer Incharge of Njombe Regional Referral Hospital of P. O Box 1044, Njombe (hereinafter called "the Purchaser") of the one part and Managing Director Mandela Furniture Company Ltd of P. O Box 1860 Iringa (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited quotation for certain goods and ancillary services, viz., for Supply of Office Furniture and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of Ninety Nine Million Eight Hundred Twenty Thousands Tanzanian Shillings (99,820,000/=) VAT inclusive (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) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Completed Schedules (including Price Schedules), and
3. The mutual rights and obligations of the Employer and the Service Provider 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.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

Name: WINIFRED P KYAMBILE

(Authorized Representative)

Designation: MEDICAL OFFICER INCHARGE

Signature: [Signature]

Date: 23 MARCH 2022

THE SUPPLIER

Name: VIVA MSANGI

(Authorized Representative)

Designation: WI MANAGER

Signature: [Signature]

Date: 23 103 2022

WITNESS

MEDICAL OFFICER INCHARGE
NJOMBE REGIONAL REFERRAL HOSPITAL
P. O. Box 1044
NJOMBE

Name: GODFREY NCHINA

Designation: MHS

[Signature]

WITNESS

Name: INNOCENT KILIBIKA

Designation: SALES MAN



LETTER OF ACCEPTANCE



CONFIDENTIAL

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH

NJOMBE REGIONAL

Address : HEALTH

Phone No. +25526-2782912

Fax Na. +225 – 262782914

Email: njomberrh@afya.go.tz

In reply please quote:

Ref. NJBRRH/CTB/01/27



Njombe Regional Referral Hospital,
P.O.BOX 1044,
NJOMBE.

Date: 15/03/2022

To: Director
Mandela Furniture Co. Ltd
P. O BOX 1860 ,
Iringa

LETTER OF ACCEPTANCE

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. ME/007/18882/2021-22/W/05] FOR SUPPLY OF OFFICE FURNITURE

This is to notify you that, your quotation dated 10/03/2022 for supply of Office Furniture , for the Accepted Contract Amount of the equivalent of Ninety Nine Million Eight Hundred Twenty Thousand Tanzanian Shillings (99,820,000/=) only VAT inclusive, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the Performance Securing Declaration within 14 days in accordance with the Conditions of Contract.

A handwritten signature in black ink, appearing to read 'Winfred Kyambile'.

Winfred Kyambile
Medical Officer Incharge
Njombe Regional Referral Hospital

MEDICAL OFFICER INCHARGE
NJOMBE REGIONAL REFERRAL HOSPITAL
P. O. Box 1044
NJOMBE

CONFIDENTIAL

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. 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. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers***

| Ser. No | Information/Data Required | GCC Clause 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 RAS, Njombe Regional Secretariat, P. O Box 1044, Njombe. |
| 2. | Commencement Date | 1.1(d) | The Commencement Date is: 14 days from the date of contract signing |
| 3. | Intended Delivery Date | 1.1(n) | The Intended Delivery Date is: 30 Days from the date of commencement |
| 4. | Name of Purchaser | 1.1(k & p) | The Purchaser is: Medical Officer Incharge, Njombe RRH, P. O Box 1044, Njombe |
| 5. | Name of Supplier | 1.1(q) | The Supplier is: Mandela Furniture Company Ltd |
| 6. | Project Name | 1.1(r) | The Project name is: Purchase of Office Furniture |
| 7. | End User | 1.1(u) | The End User is <i>Njombe RRH.</i> |
| 8. | Conditions Precedent | 3.1 | Conditions precedent to Contract effectiveness shall be[list down if any otherwise state not applicable] N/A |
| 9. | Date for meeting Condition precedent | 3.2 | Date for meeting Condition precedent [insert date] N/A |
| 10. | Governing Language | 4.1 | The Governing Language shall be: English |
| 11. | Applicable Law | 5.1 | The Applicable Law shall be: Laws of the Tanzania |
| 12. | Performance Security/Performance Securing Declaration | 10.1 | <p><i>(Performance Security/ Performance Securing Declaration) is applicable.</i></p> <p>In the case of Performance Security, it shall be in the form of: <i>Performance Securing Declaration</i></p> <p>The amount of Performance Security shall be. <i>[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]</i></p> |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---|-------------------|--|
| 13. | Reduction of Amount of Performance Security | 10.3 | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2 |
| 14. | Required Inspections and Tests | 11.1 | <p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p> |
| 15. | Packing of Goods | 12.2 | <p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p> |
| 16. | Delivery Documents of Goods from Abroad | 13.1 | <p>For Goods supplied from abroad: N/A</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---|-------------------|---|
| | | | <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p> |
| 17. | Incoterms | 13.2 | Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i> |
| 18. | Delivery Documents of Goods from Tanzania | 13.3 | <p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---------------------------------|-------------------|---|
| 19. | 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. |
| 20. | Incidental Services | 16.1 | Incidental services to be provided are: N/A |
| 21. | Spare Parts | 17.1 | Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. |
| 22. | Warranty Period | 18.2 | GCC 17.2—In partial modification of the provisions, the warranty period shall be 24 hours of operation from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. |
| 23. | Period of Correction of Defects | 18.4 & 18.5 | The period for correction of defects in the warranty period is: One (1) Year |
| 24. | Payment of Goods from Abroad | 19.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (|

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---------------------------------------|-------------------|--|
| | | | <p>) [currency of the Contract Price] in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1. (iii) On Acceptance:percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. <p>Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |
| 25. | Payment of Goods from Within Tanzania | 19.1 | <p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. N/A (ii) On Delivery:percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. N/A |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|--|-------------------|--|
| | | | (iii) On Acceptance: 100% of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |
| 26. | Interest on Late Payment | 19.3 | Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 1%. |
| 27. | Currencies of Payment | 19.4 & 19.5 | Currency(ies) of Payment shall be Tanzanian Shillings (TZS) |
| 28. | Price Adjustment | 20.2 & 20.3 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A |
| 29. | Liquidated Damages | 26.1 | Applicable rate: 0.1% Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value. |
| 30. | Arbitration Institution and Place for Carrying out Arbitration | 31.3 | Arbitration institution shall be Tanzania Institute of Arbitration (TIA) Place for carrying out Arbitration: Njombe RC's Office Along Makambako – Songea Road. P. O Box 668 Njombe. |
| 31. | Addresses for Issuing Notices | 33.1 | —Purchaser's address for notice purposes: Medical Officer Incharge of Njombe Regional Referral Hospital of P. O Box 1044, Njombe —Supplier's address for notice purposes: Managing Director Mandela Furniture Company Ltd of P. O Box 1860 Iringa |

GENERAL CONDITIONS OF CONTACT

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

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| 1. Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | <p>a) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>b) "The Contract" means the agreement entered into between the Purchaser (PE) 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.</p> <p>c) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p> <p>d) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract</p> <p>e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract</p> <p>f) Days are calendar days</p> <p>g) "Defective Goods" are goods which are below standards, requirements or specifications stated by the Contract.</p> <p>h) "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.</p> <p>i) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the condition's precedent stipulated in GCC 3.</p> <p>j) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>k) "End User" means the organization(s) where the goods will be used, as named in the SCC.</p> <p>l) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or</p> |

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| | | <p>lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>m) "GCC" means the General Conditions of Contract contained in this section.</p> <p>n) The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC</p> <p>o) "The Purchaser" means the Procuring Entity purchasing the Goods and related service as named in the SCC</p> <p>p) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>q) "The Project Name" means the name of the project stated in SCC.</p> <p>r) "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.</p> <p>s) SCC" means the Special Conditions of Contract.</p> <p>t) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>u) The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p> |
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| | | v) The Supplier's Tender is the completed Tender document submitted by the Supplier to the Purchaser |
| 2. Application and Interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| | 2.2 | 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. |
| | 2.3 | The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> (1) Form of Contract, (2) Letter of Acceptance (3) Negotiation Minutes (4) Form of Tender (5) Special Conditions of Contract, (6) General Conditions of Contract, (7) Specifications (8) Completed Schedules (including Price Schedules), and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| 3. Conditions 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. |

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| 4. Governing Language | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation. |
| 5. Applicable Law | 5.1 | The contract shall be governed and interpreted in accordance with the laws of Tanzania, unless otherwise specified in SCC . |
| 6. Country of Origin | 6.1 | 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 Information; Inspection and Audit by the Government of Tanzania | 8.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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. |

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| 9. Patent and Copy Rights | 9.1 | The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania. |
| | 9.2 | The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party. |
| 10. Performance Securities | 10.1 | The Performance Security or Performance Securing Declaration 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 the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority. |

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| 11. Inspections and Test | 11.1 | The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | 11.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 11.3 | Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser. |
| | 11.4 | The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the United Republic of Tanzania shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin. |
| | 11.5 | Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract. |
| 12. Packing | 12.1 | The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. |
| | 12.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Purchaser. |

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| 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 of goods from abroad and/or other documents to be furnished by the Supplier shall be specified in 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 as specified in the SCC . |
| | 13.3 | Documents to be submitted by the Supplier for goods delivered from Tanzania are specified in SCC . |
| 14. Insurance | 14.1 | The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC . |
| 15. Transportation | 15.1 | Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
| | 15.2 | Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
| | 15.3 | Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. |
| 16. Incidental Services | 16.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC : |
| | | a) Performance or supervision of on-site assembly |

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| | | and/or start-up of the supplied Goods; |
| | | b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; |
| | | c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; |
| | | d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | | e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
| | 16.2 | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 17. Spare Parts | 17.1 | As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: |
| | | a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and |
| | | b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |

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| 18. Warranty | 18.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania. |
| | 18.2 | This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC . |
| | 18.3 | The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |
| | 18.4 | Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination. |
| | 18.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 19. Payment | 19.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC . |
| | 19.2 | The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract. |

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| | 19.3 | Payments shall be made promptly by the Purchaser, within twenty-eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC . |
| | 19.4 | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender. |
| | 19.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4 |
| 20. Prices | 20.1 | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| | 20.2 | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be. |
| | 20.3 | 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 . |
| 21. Change Orders | 21.1 | The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following: |
| | a) | Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; |
| | b) | The method of shipment or packing; |
| | c) | The place of delivery; and/or |
| | d) | The Services to be provided by the Supplier. |

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| | 21.2 | 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. |
| | 21.3 | 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. |
| 22. Contract Amendments | 22.1 | Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 23. Assignment | 23.1 | Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 24. Subcontracting | 24.1 | 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. |
| 25. Delays in the Supplier's Performance | 25.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. |
| | 25.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | 25.3 | Except as provided under GCC 28 [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 GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages. |

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| 26. Liquidated Damages | 26.1 | Subject to GCC Clause 28 [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 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 performance security specified in SCC . Once the said maximum is reached, the Purchaser may consider termination of the Contract pursuant to this Clause. |
| 27. Termination for Default | 27.1 | The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | 27.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |
| | | a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or |
| | | b) the Supplier fails to perform any other obligation(s) under the Contract; |
| | | c) The supplier has abandoned or repudiated the contract. |
| | | d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
| | | e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment; |
| | | f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and |
| | | g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | | For the purpose of this clause: “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; “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any |

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| | | <p>party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</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 Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser 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 Contract;</p> |
| | 27.4 | <p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> |
| 28. Force Majeure | 28.1 | <p>Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> |
| | 28.2 | <p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |

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| | 31.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC . |
| 32. Limitation of Liability | 32.1 | Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8, |
| | | a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and |
| | | b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| 33. Notices | 33.1 | 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 SCC . |
| | 33.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 34. Taxes and Duties | 34.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania. |
| | 34.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | 34.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |

COMPLETED SCHEDULES (INCLUDING PRICE
SCHEDULES)

Schedule of Supplies or Services required

| S/N | ITEM | UNIT | UNIT AMOUNT | QTY | AMOUNT |
|--------------------|---|------|-------------|-----|---------------------|
| 01. | Office Chairs | Pc | 296,610 | 31 | 9,194,915 |
| 02. | Tables | Pc | 567,797 | 20 | 11,355,932 |
| 03. | Consumable Cabinet | Pc | 805,085 | 3 | 2,415,255 |
| 04. | Long Lockable Shelves for Changing Room | Pc | 661,017 | 2 | 1,322,034 |
| 05. | Long Cupboards | Pc | 381,356 | 7 | 3,813,559 |
| 06. | Small Cabinet | Pc | 830,508 | 10 | 5,813,559 |
| 07. | Patient Lockers with Shelves wooden | Pc | 313,559 | 30 | 9,406,780 |
| SUB TOTAL | | | | | 43,322,034 |
| VAT 18% | | | | | 7,797,966 |
| GRAND TOTAL | | | | | 51,120,000/- |

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above within three working days after the receipt.

Please return this document fully completed.

Authorized Signature: 

Name of Signatory: INNOCENT KILIBIKA.

Title of Signatory: SALES.



**COMPLETED SCHEDULES (INCLUDING PRICE
SCHEDULES)**

| | | | |
|-----|--------------------|-------|-------------------|
| 06. | Office Chairs | Pc 20 | |
| 07. | Tables(normal) | Pc 20 | |
| 08. | Consumable Cabinet | Pc 6 | COMPLY COMPLY. |

Schedule of Supplies or Services required

| S/ N | ITEM | UNIT | UNIT AMOUNT | QTY | AMOUNT |
|--------------------|---|------|----------------|-----|--------------|
| 01. | Table (Long Table) | Pc | 830,508 | 04 | 3,322,034 |
| 02. | Wall Cabinets | Pc | 508,475 | 06 | 3,050,847 |
| 03. | Shelves(small) | Pc | 415,254 | 08 | 3,322,034 |
| 04. | supplies and Shelves equipment storage and organization systems(large)(e.g shelving ,drawers) | Pc | 576,271 | 12 | 6,915,254 |
| 05. | Visitors Chairs | Pc | 127,119 | 20 | 2,542,373 |
| 06. | Office Chairs | Pc | 296,610 | 20 | 5,932,203 |
| 07. | Tables(normal) | Pc | 567,797 | 20 | 11,355,932 |
| 08. | Consumable Cabinet | Pc | 825,085 | 06 | 4,830,510 |
| SUB TOTAL | | | | | 41,271,187 |
| VAT 18% | | | | | 7,428,813 |
| GRAND TOTAL | | | | | 48,700,000/- |

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above within three working days after the receipt.

Please return this document fully completed.

Authorized Signature: 

Name of Signatory: WOODCOTT KILIBIKA

Title of Signatory: SALES

