



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY
DEVELOPMENT, GENDER, ELDERY, CHILDREN
MUHIMBILI NATIONAL HOSPITAL**



**LOCAL PURCHASE ORDER
FOR PROVISION OF LABOUR FOR VARIOUS MNH BUIDINGS
RENOVATIONS
TENDER NO. PA/009/2021-2022/HQ/G/52 LOT 6**

BETWEEN

MUHIMBILI NATIONAL HOSPITAL

AND

SERICO COMPANY LTD

P.O Box 2786

DAR ES SALAAM

To: **SERICO COMPANY LIMITED**

Your quotation reference PA/009/2021-2022/HQ/G/52 LOT 6 dated 11/11/2021 is accepted and you are required to provide services as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Contract Sum:** The Contract Sum is Tshs 86,355,500 (Tanzania Shillings Eighty Six Million Three Hundred Fifty Five Thousand Five Hundred) *VAT Inclusive*
2. **Delivery Period:** The services are to be performed within *two (2)* months from the date of this LPO.
3. **Delivery point:** The services are to be performed at Muhimbili National Hospital_Upanga
Contact Person: Notices, enquiries and documentation should be addressed to *Director of Technical Services at Muhimbili National Hospital, P.O Box 65000 Dar es Salaam*
4. **Payment to Supplier:**
Payment will be made within *thirty (30)* days on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:
 - a) An original and two copies of an Invoice;
 - b) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order/service];
 - c) Electronic Fiscal Device (EFD) receipt; and
5. The following documents form part of this Contract (LPO):
 - a) Local Purchase Order (LPO)
 - b) Letter of Acceptance
 - c) Quotation Submission Form
 - d) Schedule of Requirements and Prices
 - e) Negotiation Minutes
 - f) Special Conditions of Contract for LPO
 - g) General Conditions of Contract for LPO

6. Local Purchase Order.

Item No.	DESCRIPTION OF SERVICE	Unit of Measure	QUANTITY/ SCOPE	PRICE
1	PROVISION OF LABOUR FOR VARIOUS MNH BUILDINGS RENOVATIONS	NOS	1	86,355,500.00
TOTAL AMOUNT (VAT INCLUSIVE)				86,355,500.00

For Client:
MUHIMBILI NATIONAL HOSPITAL

Signature:..... *Laufen*

Name:..... *Prof L.M. Olsen*

Designation:..... *(A)*

Date:..... *03.12.2021*

For Service Provider:
SERICO COMPANY LTD

Signature:..... *[Signature]*

Name:..... *Eng. Richard M. Mamba*

Designation:..... *Director*

Date:..... *03.12.2021*



LETTER OF ACCEPTANCE



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY
DEVELOPMENT, GENDER, ELDERLY, CHILDREN
MUHIMBILI NATIONAL HOSPITAL



In reply please quote:

Ref.No. MNH/CSO/TENDER/VOL III/506/2021

Date: 24/11/2021

DIRECTOR
SERICO COMPANY LIMITED
P.O Box 2786,
DAR ES SALAAM,
TANZANIA

RE: LETTER OF ACCEPTANCE

This is to notify you that your Tender dated 11th November, 2021 for execution of the Provision Of Labour for Various MNH Buildings Renovations Tender No. PA/009/2021-2022/HQ/G/52 LOT 6 for the Contract price of Tshs 86,355,500 (Tanzania Shillings Eighty Six Million Three Hundred Fifty Five Thousand Five Hundred), as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that Adjudicator shall be appointed by Tanzania Institute of Arbitrators.

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: **MUHIMBILI NATIONAL HOSPITAL**

Attachment: Contract

Copy: Appointing Authority, PPRA, TAU, CAG & Attorney General, Government Asset Management Division, Internal Auditor General and TRA

Note: You are required to submit the Performance Security within two weeks after signing the contract.

QUOTATION SUBMISSION FORM

1. QUOTATION SUBMISSION FORM

11th November, 2021

To: MUHIMBILI NATIONAL HOSPITAL
P.O Box 65000,
Dar es Salaam

We agree to supply the goods specified in the Schedule of Requirement and prices of the **PROVISION OF LABOUR FOR VARIOUS MNH BUILDINGS RENOVATIONS Tender No. PA/009/2021-2022/HQ/G/52 LOT 6** in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of **TSH 89,145,200.00** in Tanzanian Shillings. Eighty Nine Million One Hundred Forty Five Thousand Two Hundred Only VAT INCLUSIVE

We also offer to delivery the said goods within the period of **Three months** as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

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

We agree to abide by this Tender for the Tender Validity Period specified in ITT 6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

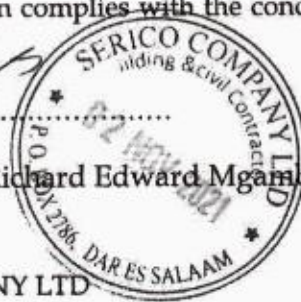
Authorized Signature:

Name and Title of Signatory: Eng Richard Edward Mgambo (MANAGING DIRECTOR)

Date: 11th November, 2021

Name of Tenderer: SERICO COMPANY LTD

Address: P.O. BOX 2786 DAR ES SALAAM



SCHEDULE OF REQUIREMENTS AND PRICES

EMD RENOVATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NR 1 – WALLS				
	BLOCK WORK				
	Solid concrete blocks to B.S. 2028 type 'A' bedded and jointed in cement mortar (1:4)				
A	230 mm Wall	m ²	75	7,000.00	525,000.00
					-
B	supply labour for plastering of constructed walls	m ²	75	5,000.00	375,000.00
					-
					-
					-
	ELEMENT NR 1: WALLS CARRIED TO SUMMARY OF SECTION THREE			TSHS	900,000.00



ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT NR 2 - CAPENTRY				
	supply labour for construction of new roof, this will include timber structure and IT 5 sheet covering				
A	Roof covering sloping not exceeding 45 degrees from horizontal	1279	m ²	5,500.00	7,034,500.00
					-
					-
B	WALL GUARD RAIL supply labour for construction of stainless steel sheet wall guard for stracher		item		500,000.00
					-
	COLLECTION				
	ELEMENT NR 2 - ROOFING CARRIED TO SUMMARY OF SECTION THREE				7,534,500.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR 3- DECORATIONS INTERNAL WORK <u>Prepare and apply one thinned coat and two full coats of wash n' ware paint</u>				
A	To plastered walls	2080	m ²	3,200.00	6,656,000.00
	ELEMENT NR. 3 DECORATIONS CARRIED TO SUMMARY OF			TSHS	6,656,000.00



SUMMARY OF SECTION THREE

ITEM	DESCRIPTION	PAGE	AMOUNT
A	ELEMENT 1 - WALLS		900,000.00
B	ELEMENT 2 - ROOF		7,534,500.00
C	ELEMENT 3 - DECORATIONS		6,656,000.00
D	ELEMENT 4 - AIRCONDITION		12,670,000.00
TOTAL			27,760,500.00

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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BILL NR 4: AIR CONDITION					
Provide labours to fix and repair the following aircondition					
A	Split aircondition 240000 btu	pc	14	180,000.00	2,520,000
C	Cassete type aircondition	pc	34	250,000.00	8,500,000
D	Suspended ceiling aircondition	pc	5	250,000.00	1,250,000
E	Floor stand aircondition	pc	2	200,000.00	400,000
					-
					-
					-
					-
BILL NR 4: AC TO GENERAL SUMMARY				TSHS	12,670,000



ICU & HDU

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NR 1 – WALLS				
	BLOCK WORK				
	Solid concrete blocks to B.S. 2028 type 'A' bedded and jointed in cement mortar (1:4)				
A	150 mm Wall	m ²	12	7,000.00	84,000.00 -
B	supply labour for plastering of constructed walls	m ²	75	5,000.00	375,000.00 -
C	Construction of floor and wall tiles	m ²	45	6,000.00	270,000.00 -
	ELEMENT NR 1: WALLS CARRIED TO SUMMARY OF SECTION THREE			TSHS	729,000.00



ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT NR 2 - CAPENTRY				
	Provide labour for performing the following activities at stipulated sites				
A	Fabrication of 2400mm x 1400mm frame together with top shutter	7	Nr	300,000.00	2,100,000.00
B	Fabrication of 2400mm x 3000mm frame together with top shutter	1	Nr	450,000.00	450,000.00
C	Remove all deffected mortice locks and replace with the new ones	28	Nr	20,000.00	560,000.00
D	Remove all deffected Butt Hinges and replace with the new ones	68	Nr	6,000.00	408,000.00
E	Fixing of aluminium pivoted window lock	220	Nr	3,500.00	770,000.00
F	Fabrication of granite work top with marble sink and supports all made of granite		item		300,000.00
G	fixing of mosquito gauze (fibre)		item		450,000.00
H	Fixing of UPVc locks	14	Nr	20,000.00	280,000.00
I	Fixing of tint film	60	m ²	4,000.00	240,000.00
J	WALL GUARD RAIL supply labour for construction of hardwood (mninga) wall guard for		item		450,000.00
k	fabricate medical cupboard made from hardwood with sutter glazed with clear glass. Size ; 2.5 x 2.1m high	1	pc	450,000.00	450,000.00
	COLLECTION				
	ELEMENT NR 2 - ROOFING CARRIED TO SUMMARY OF SECTION THREE				6,458,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NR 3- DECORATIONS					
INTERNAL WORK					
<u>Prepare and apply one thinned coat and two full coats of emulsion paint</u>					
A	To plastered walls and ceiling	4680	m ²	3,200.00	14,976,000.00
B	Provide labour to prepare the surface, then apply Master seal NP 472 to all expansion joints		Item		350,000.00
C	provide labour to paint bale brown paint to the existing hardwood guard rail		Item		150,000.00
D	provide labour to paint ripple green paint to the existing door pannels		item		150,000.00
ELEMENT NR. 3 DECORATIONS CARRIED TO SUMMARY OF SECTION THREE				TSHS	15,626,000.00



SUMMARY OF SECTION THREE

ITEM	DESCRIPTION	PAGE	AMOUNT
A	ELEMENT 1 - WALLS		729,000.00
B	ELEMENT 2 - CARPENTRY		6,458,000.00
C	ELEMENT 3 - DECORATIONS		15,626,000.00
D	ELEMENT 4 - AIRCONDITION		3,780,000.00
TOTAL			25,864,000.00



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BILL NR 4: AIR CONDITION Provide labour to fix and repair the following aircondition Split aircondition 240000 BTU	pc	20	180,000.00	3,600,000
B	Split aircondition 180000 BTU	pc	1	180,000.00	180,000
	BILL NR 4: AC TO GENERAL SUMMARY			TSHS	3,780,000



ISOLATION CENTRE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NR 1 - CAPENTRY				
	supply labour for renovation of the following activities				
A	Repair and fixing of frameless tampered glass door	Nr	0	250,000.00	-
					-
	Remove all deffected mortice locks and replace with the new ones	Nr	30	20,000.00	600,000.00
B	Remove all deffected Butt Hinges and replace with the new ones	Nr	28	3,000.00	84,000.00
					-
	Repair all defected laminated flush doors by fixing cover belt		items	300,000.00	300,000.00
					-
					-
	COLLECTION				
	ELEMENT NR 2 - ROOFING CARRIED TO SUMMARY OF SECTION THREE				984,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	ELEMENT NR 2- DECORATIONS EXTERNAL WORK <u>supply labour to Prepare and apply</u> <u>one thinned coat and two full coats of</u> <u>weather guard paint and skirting</u> black oil paint To plastered walls	2560	m ²	3,200.00	8,192,000.00
	ELEMENT NR. 2 DECORATIONS CARRIED TO SUMMARY OF SECTION THREE			TSHS	8,192,000.00



SUMMARY OF SECTION THREE

ITEM	DESCRIPTION	PAGE	AMOUNT
A	ELEMENT 1 - CAPENTRY		984,000.00
B	ELEMENT 2 - DECORATIONS		8,192,000.00
TOTAL			9,176,000.00



NICU & WARD 35

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT NR 1 - CAPENTRY				
	Provide labour for performing the following activities at stipulated sites				
A	Remove all defected mortice locks and replace with the new ones	18	Nr	20,000.00	360,000.00
B	Remove all defected Butt Hinges and replace with the new ones	92	Nr	3,000.00	276,000.00
C	Fixing of aluminium pivoted window lock	316	Nr	3,500.00	1,106,000.00
D	Cover 2 defected window with cement fibre board		item		45,000.00
E	fixing of mosquito gauze (fibre)		item		450,000.00
F	Fixing of UPVc Hinges	18	Nr	5,000.00	90,000.00
G	Fixing of tint film	60	m ²	4,000.00	240,000.00
H	fixing of automatic door closer	4	pc	250,000.00	1,000,000.00
	COLLECTION				
	ELEMENT NR 1 - ROOFING CARRIED TO SUMMARY OF SECTION THREE				3,567,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	ELEMENT NR 2- DECORATIONS INTERNAL WORK <u>Prepare and apply one thinned coat</u> <u>and two full coats of emulsion paint</u> To plastered walls and ceiling	1280	m ²	3,200.00	4,096,000.00
ELEMENT NR. 2 DECORATIONS CARRIED TO SUMMARY OF SECTION THREE				TSHS	4,096,000.00



SUMMARY OF SECTION THREE

ITEM	DESCRIPTION	PAGE	AMOUNT
a	ELEMENT 1 - CARPENTRY		3,567,000.00
b	ELEMENT 2 - DECORATIONS		4,096,000.00
c	ELEMENT 3 - AIRCONDITION		1,260,000.00
TOTAL			8,923,000.00



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NR 3: AIR CONDITION Provide labour to fix and repair the following aircondition				
A	Split aircondition 240000 BTU	pc	6	180,000.00	1,080,000
B	Split aircondition 180000 BTU	pc	1	180,000.00	180,000
	BILL NR 3: AC TO GENERAL SUMMARY			TSHS	1,260,000



ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
ELEMENT NR 2 - CAPENTRY					
Provide labour for performing the following activities at stipulated sites					
A	Fabrication of 2000mm x 2100mm frame together with top shutter	2	Nr	300,000.00	600,000.00
B	Fabrication of granite work top with marble sink and supports all made of granite		item	300,000.00	300,000.00
COLLECTION					
ELEMENT NR 2 - ROOFING CARRIED TO SUMMARY OF SECTION THREE					900,000.00



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	ELEMENT NR 3- DECORATIONS INTERNAL WORK <u>Prepare and apply one thinned coat and two full coats of Weatherguard paints</u> To plastered walls and ceiling	700	m ²	3,200.00	2,240,000.00
	ELEMENT NR. 3 DECORATIONS CARRIED TO SUMMARY OF			TSHS	2,240,000.00



SUMMARY OF SECTION THREE

ITEM	DESCRIPTION	PAGE	AMOUNT
A	ELEMENT 1 - WALLS		808,000.00
B	ELEMENT 2 - CARPENTRY		900,000.00
C	ELEMENT 3 - DECORATIONS		2,240,000.00
D	ELEMENT 4 - AIRCONDITION		180,000.00
TOTAL			4,128,000.00



LABOUR CHARGE FOR RENOVATION FOR KIBASILA AND SEWAHAJI

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NR 1 – WALLS					
BLOCK WORK					
Solid concrete blocks to B.S. 2028 type 'A'					
A	150 mm Wall	m ²	88	7,000.00	616,000.00
B	supply labour for plastering of constructed walls	m ²	88	5,000.00	440,000.00
C	Construct floor tiles 300mm x 300cm	m ²	10	6,000.00	60,000.00
D	Construct floor tiles 250mm x 400cm	m ²	16	6,000.00	96,000.00
ELEMENT NR 1: WALLS CARRIED TO SUMMARY OF SECTION THREE				Tshs.	1,212,000.00
ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
ELEMENT NR 2 - CARPENTRY					
a	supply labour for construction of the following fix missing pcs of brandering 2 x 2 x 18' ready for	35	pc	2,600.00	91,000.00
b	Fix gypsum board together with cornice	250	m ²	7,000.00	1,750,000.00
c	Fabrication of 1500mm x 2400mm frame together	16	Nr	350,000.00	5,600,000.00
d	Fabrication of granite work top with marble sink		item		300,000.00
COLLECTION					7,741,000.00
ELEMENT NR 2 - CARPENTRY CARRIED TO SUMMARY OF SECTION THREE				Tshs.	7,741,000.00

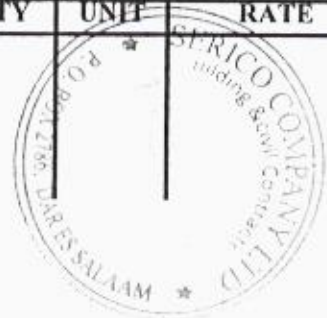


ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR 3- DECORATIONS				
	INTERNAL WORK				
	Prepare and apply one thinned coat and two full				
A	To plastered walls	185	m ²	3,200.00	592,000.00
	ELEMENT NR. 3 DECORATIONS CARRIED			Tshs.	592,000.00
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NR 4: AIR CONDITION				
	Provide labours to fix the following new air condition				
A	Split aircondition 240000 btu	pc	32	180,000.00	5,760,000.00
	BILL NR 4: AC TO GENERAL SUMMARY			Tshs.	5,760,000.00



LABOUR CHARGE FOR RENOVATION FOR KIBASILA AND SEWAHAJI

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NR 1 – WALLS				
	BLOCK WORK				
	Solid concrete blocks to B.S. 2028 type 'A' bedded and jointed in cement mortar (1:4)				
A	150 mm Wall	m ²	88	18,000.00	1,584,000.00
					-
B	supply labour for plastering of constructed walls	m ²	88	5,000.00	440,000.00
					-
C	Construct floor tiles 300mm x 300cm	m ²	10	10,000.00	100,000.00
					-
D	Construct floor tiles 250mm x 400cm	m ²	16	10,000.00	160,000.00
					-
	ELEMENT NR 1: WALLS CARRIED TO SUMMARY OF SECTION THREE			Tshs.	2,284,000.00
ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT NR 2 - CARPENTRY				
a	supply labour for construction of the following fix missing pcs of brandering 2 x 2 x 18' ready for receiving gypsum board	35	pc	3,000.00	105,000.00
					-
b	Fix gypsum board together with cornice	250	m ²	10,000.00	2,500,000.00
					-
c	Fabrication of 1500mm x 2400mm frame together with top shutter	16	Nr	450,000.00	7,200,000.00
					-
d	Fabrication of granite work top with marble sink and supports all made of granite		item		3,600,000.00
					-
	COLLECTION				13,405,000.00
	ELEMENT NR 2 - CARPENTRY CARRIED TO SUMMARY OF SECTION THREE			Tshs.	13,405,000.00
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NR 3- DECORATIONS				
	INTERNAL WORK				



	Prepare and apply one thinned coat and two full coats of weather guard paint				
A	To plastered walls	185	m ²	5,000.00	925,000.00
ELEMENT NR. 3 DECORATIONS CARRIED TO SUMMARY OF SECTION THREE				Tshs.	925,000.00
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BILL NR 4: AIR CONDITION					
Provide labours to fix the following new air condition					
A	Split aircondition 240000 btu	pc	32	500,000.00	16,000,000.00
BILL NR 4: AC TO GENERAL SUMMARY				Tshs.	16,000,000.00



NEGOTIATION MINUTES

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Muhimbili National Hospital



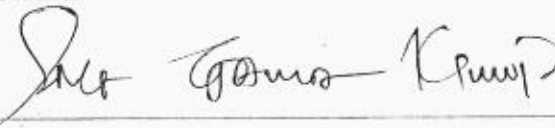

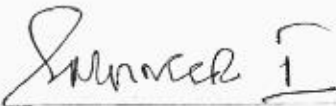
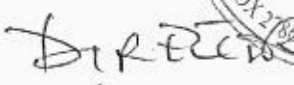
Subject of Procurement: Provision of Labour for MNH Buildings Renovations using fund from IMF.

Method of Procurement: Single source tendering

TENDER: PA/009/2021-22/HQ/W/52 LOT 6

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
To negotiate with the service provider to reduce those labour charges which are higher than the market price and cost estimate.	The service provider agreed with the team to reduce the cost for labor charge from Tshs 111,347,600 VAT Inclusive to Tshs 86,355,500 VAT Inclusive. The reduction of labor charge makes a saving of Tshs 24,992,100.
To re-submit dully signed and stamped revised labour charges as per negotiation.	The supplier agreed to re-submit revised B labour charges on Friday, 19 th November, 2021, dully filled, signed and stamped.

We hereby certify that the above is a true and accurate record of the negotiations:







For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: 	Name:  RICHARD MGDANIWA
Position:  Supervisor I	Position:  DIRECTOR
Date: 18/11/2021	Date: 18/11/2021



RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Muhimbili National Hospital
 Subject of Procurement: Provision of Labour for MNH Buildings Renovations using fund from IMF.
 Method of Procurement: Single source tendering
 TENDER: PA/009/2021-22/HQ/W/52 LOT 6

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS

SN	Name	Position	Name of Tenderer / Firm/Organization	Signature
1	FLORENCE S. MWANGUKU	S. ENGINEER	MNH	
2	CLIVE L. URUMA	ACCOUNTANT	MNH	
3	TIMOTHY STANBABA	PROCUREMENT	MNH	
4	ENG GAMA KINOTO	CIVIL ENG	MNH	
5	JOHN MREMA	PEOI	MNH	
6	ENG RICHARD MUKIMBA	PURCHASER	SERCO CO. LTD	
7				



SPECIAL CONDITIONS OF CONTRACT FOR LPO

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

SCC No.	GCC No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: English.
2	19.0	Contract start date: The service provider shall commence the service on 15 th December, 2021
3	19.0	Time for completion is of the service is within two months from the contract start date.
4	21.1	Advance payment is 20% of the contract sum.
5	21.2	Percentage of retention money :2% Such retention money will be released within a week after the completion of the contract. The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within thirty days after submission of Invoice by the SP.
6	21.4	If the Client fails to make payment within a 30 days the Client shall pay to the SP interest at the rate N/A.
7	23.1	Appointing Authority for the new Adjudicator is <i>Tanzania Institute of Arbitrators.</i>
8	23.3	If either Party is dissatisfied with the Adjudicator's decision may, within 30 days refer the dispute for arbitration. If either party within 30 days has not referred the matter for arbitration the decision shall become final and binding to the Parties.
9	23.5	Arbitration institution shall be <i>Tanzania Institute Of Arbitrators</i> Place for carrying out Arbitration will be as selected by the <i>Tanzania Institute Of Arbitrators within Republic of Tanzania.</i>

GENERAL CONDITIONS OF CONTRACT FOR LPO

GCC 1: Contract Documents

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

GCC 2: Definitions

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

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

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

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

GCC 3: Instructions

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

GCC 4: Language

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

GCC 5: Applicable Law

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

GCC 6: Priority of Contract Documents

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

- i) Local Purchase Order;
- ii) Letter of Acceptance;
- iii) Quotation Submission Form;
- iv) Special Conditions of Contract;
- v) General Conditions of Contract;
- vi) Drawings if any;
- vii) Statement of Requirements and Schedule of Prices; and

- viii) Any other document forming part of the contract (ie. Negotiation minutes, Minutes of clarifications, anti-bribery memorandum).

GCC 7: Execution of the Contract.

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

GCC 8: Sub-contracting

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

GCC 9: Supervision of Services by Service Provider

The SP shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the SP to correct the situation.

GCC 10: Inspection

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

GCC 11: Rejected Services

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

GCC 12: Insurances

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

GCC 13: Liabilities of the Service Provider

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

GCC 14: Force Majeure

- 14.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
- 14.2 Notwithstanding the provisions of GCC 22 and 23, the **SP** shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
- 14.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 14.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the **SP**, the **SP** must provide a revised Program rescheduling the service to minimize the effect of the prevention or delay caused by the event of Force Majeure.

14.6 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be borne by both the Client and the SP.

GCC 15: Quality of Service and Workmanship

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

GCC 16: Access to Materials

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

GCC 17: Exit of Site

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

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

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

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

GCC 19: Commencement and Completion of Service.

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

GCC 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the SP accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the SP.

GCC 21: Payments

21.1 Advance Payment

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

21.2 Interim Payments

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

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

21.3 Final Payment

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

21.4 Delayed Payments

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

21.5 Deductions to Payments

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

21.6 Payment to Workmen

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

GCC 22: Liquidated Damages

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

GCC 23: Settlement of Disputes

- 23.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 23.2 The Adjudicator stated in the **SCC** shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
- 23.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the **SCC** refer the dispute for arbitration. If either party within the period mentioned in the **SCC** has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 23.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.
- 23.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
- 23.6 Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
and
(b) the Client shall pay the **SP** any monies due the **SP**.
- 23.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing

Authority. In conducting adjudication to its finality each party shall bear its costs and expenses incurred.

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

GCC 24: Termination of Contract

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

GCC 25: Payment if Contract Terminated

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

GCC 25: Assignment

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

GCC 26: Notices

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

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

GCC 27: Change of Laws and Regulations

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

Form of Agreement

THIS AGREEMENT made the ____ day of _____ 2021 between *Muhimbili National Hospital a corporation incorporated under the Laws of Tanzania and having its principle place of business at Mindu Street, Plot No. 1048/2, Upanga, P.O Box 65000 Dar es Salaam* (hereinafter called "the PE") of the one part and *Selengia Store a corporation incorporated under the Laws of Tanzania and having its principle place of business at House No. 39A, Narung'ombe and Swahili Street, Kariakoo, P.O Box 10539, Dar es Salaam* (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., *Supply of Building Materials for MNH Buildings Renovations* and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of *Tshs 613,187,100.00 (Tanzania Shillings six hundred thirteen million one hundred eighty seven thousand one hundred only) 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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
3. In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) Form of agreement;
 - (b) Letter of Acceptance;
 - (c) Form of Tender
 - (d) Price Schedule submitted by the Tenderer
 - (e) Negotiation Minutes
 - (f) Special Conditions of Contract;
 - (g) General Conditions of Contract;
 - (h) Special power of Attorney.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement in the sum of *Tshs 613,187,100.00 (Tanzania Shillings six hundred thirteen million one hundred eighty-seven thousand one hundred only) VAT Inclusive*, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies and Related 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.
6. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
7. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
8. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.
9. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 16, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 16.
10. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
11. Call-off orders are subject to the following limitations and exceptions:
 - (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
 - (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

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

For and on behalf of **MUHIMBILI NATIONAL HOSPITAL**

Name.....

Designation.....

Signature.....

[Authorized Representative]

Witness.....

Qualification.....

Signature & Stamp.....

Date.....

For and on behalf of **SELENGIA STORE**

Name.....

Designation.....

Signature.....

[Authorized Representative]

Witness.....

Qualification.....

Signature & Stamp.....

Date.....

LETTER OF ACCEPTANCE



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY
DEVELOPMENT, GENDER, ELDERY,
CHILDREN
MUHIMBILI NATIONAL HOSPITAL



In reply please quote:
Ref.No. MNH/CSO/TENDER/VOL III/573/2021

Date: 23/11/2021

MANAGING DIRECTOR
SELENGIA STORE,
P.O Box 10539,
DAR ES SALAAM,
TANZANIA

RE: LETTER OF ACCEPTANCE

Reference is made to the above subject.

This is to notify you that your Tender No PA/009/2021-22/HQ/W/52 LOT 5 for Supply of Building Materials for MNH Buildings Renovations at a Contract Price of Tshs 613,187,100.00 (Tanzania Shillings six hundred thirteen million one hundred eighty seven thousand one hundred only) VAT Inclusive as corrected and modified in accordance with the instructions to bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Contract for the Supply of Building Materials for MNH Buildings Renovations in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory:

Name of Client: **MUHIMBILI NATIONAL HOSPITAL**

Attachment: Contract

Copy: Appointing Authority, PPRA, TAU, CAG & Attorney General, Government Asset Management Division, Internal Auditor General and TRA

Note: You are required to submit the Performance Security before Commencement of the contract.

FORM OF TENDER

PRICE SCHEDULE SUBMITTED BY THE TENDERER

NEGOTIATION MINUTES

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)		
1.	1.1(i)	The Purchaser is: Muhimbili National Hospital
2.	1.1(j)	The Supplier is: Selengia Store
3.	1.1(k)	The Project Site is: Muhimbili National Hospital
Nature of Contract and Governing Language (GCC Clause 3 and 4)		
4.	3.1	The Contract period is 2 months The Contract commences from: shall be 01 st January, 2022
5.	4.1	The Governing Language shall be: English
Applicable Law (GCC Clause 5)		
6.	5.1	The Applicable Law shall be: Laws of Tanzania
Country of Origin (GCC Clause 6)		
7.	6.1	Country of Origin is Various
Performance Security (GCC Clause 10)		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>Ten (10) percent of the Contract Price</i>
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause in GCC
Review Meetings, Reports, Inspections and Tests (GCC Clause 11)		

10.	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 Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC Clause 12)		
11.	12.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>
Delivery and Documents (GCC Clause 13)		
12	13.6	<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 Procuring Entity and mail the following documents to the Procuring Entity:</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.) delivery note, railway receipt, or truck receipt; <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC Clause 14)		
13.	14.1	<p>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.</p>
Incidental Services (GCC Clause 16)		
14.	16.1	<p>Incidental services to be provided are: N/A</p>
15.	17.1	<p>Additional spare parts requirements are: N/A</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and</p>

		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.
Warranty (GCC Clause 18)		
16.	18.2	<p>GCC 18.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods or 18 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p style="padding-left: 40px;">(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,</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Procuring Entity 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.</p>
17.	18.4& 18.5	The period for correction of defects in the warranty period is: 7 days from notification date
Payment (GCC Clause 19)		
18.	19.1	<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 and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p style="padding-left: 40px;">(i) Advance Payment: 20 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 Procuring Entity.</p> <p style="padding-left: 40px;">(ii) On Delivery: 20 percent of the Contract Price shall be</p>

		<p>paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: The remaining 80 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be N/A
Liquidated Damages (GCC Clause 26)		
21.	26.1	<p>Applicable rate: 0.2 per cent per day of undelivered materials/good's value.</p> <p>Maximum deduction is equal to the performance security</p>
Procedures for Disputes (GCC Clause 32)		
22.	32.1	The Adjudicator shall be appointed by TANZANIA INSTITUTE OF ARBITRATORS.
23.	32.2	Rate of the Adjudicator fees shall be paid in the applicable rates as provided by the Tanzania Institute of Arbitrators.
24.	32.3	<p>Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATORS.</p> <p>Place for carrying out Arbitration Dar es Salaam</p>
25.	33.1	Appointing Authority for the appointment of a new Adjudicator is TANZANIA INSTITUTE OF ARBITRATORS.
Notices (GCC Clause 35)		
26.	35.1	<p>Procuring Entity's address for notice purposes: Executive Director, Muhimbili National Hospital, P.O.Box 65000, Dar Es Salaam.</p> <p>Supplier's address for notice purposes: Supplier's address for notice purposes: Managing Director, Selengia Store, P.O Box 10539,</p>

		Dar Es Salaam Tanzania.
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GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1.	Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated:
			(a) "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.
			(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) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
			(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.
			(f) "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.
			(g) "GCC" means the General Conditions of Contract contained in this section.
			(h) "SCC" means the Special Conditions of Contract.
			(i) "The Purchaser" means the entity purchasing the Goods and related service, as named in SCC .
			(j) "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.

			(k)	"The Project Site" where applicable, means the place or places named in SCC .
			(l)	"Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
			(m)	"Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
			(n)	"The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
			(o)	"Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
			(p)	"Day" means calendar day.
2.	Application	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		These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.
3.	Nature and Period of Contract	3.1		The type of Contract is a Standing Offer Agreement

		3.2	The Contract is a Framework Contract, the Period of the Contract is Stated in the SCC . The Contract shall Commence in accordance with the nomination in the SCC , being either a specific date or the Date of acceptance
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 GCC Clause 32, 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 the United Republic of Tanzania, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services is 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 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 Clause 6.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 6.1 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 the United Republic 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 the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	Patent and Copy Rights	8.1	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 Security	10.1	Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in 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 shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
		(a)	A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; or
		(b)	A cashier's or certified check.

		10.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		10.5	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 of the initial Contract Price.
11.	Review Meetings, Reports, Inspections and Tests	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 Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract
		11.5	Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.

		11.6	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country 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.
		11.7	Nothing in GCC Clause 9 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.
13.	Delivery and Documents	13.1	The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
		13.2	The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
		13.3	Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

		13.4	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 SCC.
		13.5	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.
		13.6	Documents to be submitted by the Supplier 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 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:
			<p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
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 twelve (12) months 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 eighteen (18) months 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 . But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract.
		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 Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Purchaser, within sixty (60) 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 a rate specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be as 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 17.4
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.
21.	Estimated Quantities and Change Orders	21.1	The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser quantities according to the requirements during that time.
		21.2	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 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.
		21.3	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, 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.
		21.4	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 Clause 18, 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.	Subcontracts	24.1	The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
		24.2	Subcontracts must comply with the provision of GCC Clause 3.
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 Clause 28 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 Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26.	Liquidated Damages	26.1	Subject to GCC Clause 28, 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 percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.
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 Clause 25; 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 made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			e) A payment is not paid by the Purchaser to the Supplier within 84 days of 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) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.
			For the purpose of this clause:

			<p>a) "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>b) "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 or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) "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>d) "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>e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;</p>

		27.2	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.
28.	Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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.
		28.2	For purposes of this clause, "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. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
		28.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

30.	Termination for Convenience	30.1	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 Contract is terminated, and the date upon which such termination becomes effective.
		30.2	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 price. For the remaining Goods, the Purchaser may elect:
		(a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes	31.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		31.2	If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
		31.3	If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
32.	Procedure for Disputes	32.1	The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.

		32.2	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		32.3	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.	Replacement of Adjudicator	33.1	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
		(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..

35.	Notices	35.1	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 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.
		34.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	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.
		36.2	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 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.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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