

4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

- a) This form of contract;
- b) Letter of Acceptance
- c) Form of Tender;
- d) the Price Schedule submitted by the Tenderer;
- e) Minutes of Negotiation
- f) the Special Conditions of Contract;
- g) the General Condition of Contract;
- h) the Technical Specifications;
- i) Forms of Securities

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

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.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., SUPPLY OF THREE UNIT STANDBY GENERATORS FOR GATE OFFICE AND STAFF HOUSES AT LIKUYU SEKAMAGANGA, MSOLWA AND MKOMAZI, CONTRACT NO. PA/037/TCRP/2021-2022/HQ/G/34 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tsh. 223,828,875,84 (Tanzania Shillings Two Hundred Twenty Three Million Eight Hundred Twenty Eight Thousand Eight Hundred Seventy Five Cents Eighty Four) (hereinafter called "the Contract Price").

This Agreement, made the [day] 30th of DECEMBER, 2021... [year] between THE TRUSTEES OF THE TANZANIA NATIONAL PARKS, is a statutory body corporate established under Section 8 of the National Parks Act, Chapter 282 of the 2002 Revised Edition of the laws of the United Republic of Tanzania whose registered office is at J. K. NYERERE CONSERVATION CENTRE/BUILDING, DODOMA ROAD, P. O. BOX 3134, ARUSHA. (Hereinafter referred to as "the Client") on the One Part" and MANTRAC (T) LTD OF P.O. BOX 9262, DAR ES SAIAM (hereinafter called "the Supplier") of the other part:

4. Form of Contract

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Sealed with the Common Seal of THE TRUSTEES OF THE

TANZANIA NATIONAL PARKS and delivered in our

presence this day of 2021.

Full Name: DR. ALLAN J. H. WISIAZI

Signature: *[Handwritten Signature]*

Address: Box 3134

Arusha

Designation: CONSERVATION COMMISSIONER

Full Name: Theophilus Alexander

Signature: *[Handwritten Signature]*

Address: 3134 Arusha

Designation: *[Handwritten Signature]*





Sealed with the Common Seal of MANTRAC (T) LTD. and delivered in our presence this day of 2021.

Full Name:

Justice M. Madh'ora

Signature:

[Handwritten signature]

Address:

P.O. Box 9262

Designation:

Power system sales representative

Full Name:

Kulwa Mwalikibi

Signature:

[Handwritten signature]

Address:

P.O. Box 9262

Designation:

Product support sales representative

Dr. Es-Salam



I. LETTER OF ACCEPTANCE



In reply please quote:

Ref. No: FA.34/347/01

Date: 08.12.2021

Managing Director,
Mantrac (T) Ltd,
P.O. Box 9262,
DAR ES SALAAM.

Re: AWARD NOTIFICATION

This is to notify you that your tender dated 29th November 2021, Tender No. PA/037/TCRP/2021-2022/HQ/G/34 for Supply of three unit standby generators for Gate office and staff Houses at Likuyu Sekamaganga, Msolwa and Mkomazi Gate for the Contract Price of Tshs. 223,828,875.84 (Tanzania Shillings two hundred twenty-three million eight hundred twenty-eight thousand eight hundred seventy-five cents eighty-four) Vat inclusive as corrected and modified in accordance with the instructions to Tenderers is hereby accepted by us.

2. We hereby confirming National Construction Council to be the appointing authority, to appoint the Adjudicator in case of any arisen disputes in accordance with ITT 43.1.

3. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents. You are therefore, required to submit Performance Bond and Program of work within fourteen days after signing the contract.

4. Please return the contract duly signed.

Authorized Signature: *[Signature]*
Name and Title of Signatory: K. ALLAN J. H. KITAZI
CONSERVATION COMMISSIONER
Name of Agency: TANZANIA NATIONAL PARKS.

II. FORM OF TENDER

1. Forms of Tender

1.1 Form of Tender

Date: 26th November 2021

Tender No. PA/037/TCRP/2021-22/HQ/G/34

To: Conservation Commissioner
Tanzania National Parks
P.O. Box 3134
Arusha

Ladies and/or Gentlemen,

Having examined the Tendering documents, including Addendum Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply three units of standby generators for Gate office and staff houses at Likuyu Sekamaganga, Miswa and Mkomazi gates under the above-named Contract in full conformity with the said Tendering documents for the sum of: Two Hundred and Twenty Six Million and fifty Six Thousand Seven Hundred Twenty Eight Eighty Two Cents only (TZS 226,056,728.82) VAT Inclusive or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this Tender.

We undertake, if our Tender is accepted, to commence the supply and installation of Facilities and to achieve Completion within the respective times stated in the Tendering documents.

If our Tender is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Tendering documents.

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

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We hereby Tanzania National Parks, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 45.1

We agree to abide by this Tender, for a period of 120 days from the date fixed for submission of Tenders as stipulated in the Tendering documents, and it shall remain

binding upon us and may be accepted by you at any time before the expiration of that

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.7

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
NONE	NONE	NONE
(If none, state "none").		

Until a formal contract is prepared and signed between us, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

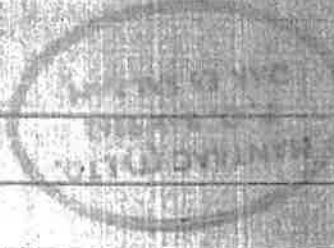
Dated this 26 day of NOVEMBER 2024

 [signature]
 In the capacity of FOOTER SYSTEMS SONS (PUNJAB) PRIVATE
 [position]

Duly authorized to sign this Tender for and on behalf of GUSTACE MWAINDO
 [name of Tenderer]

**III. THE PRICE SCHEDULE SUBMITTED BY
THE TENDERER**

1/3



PRICE SCHEDULE			
#	Description	Unit Price	QTY
			Total Price
1	CATERPILLAR GENERATOR model DE110 - prime rated 100KVA/80KW at 415Volts, 50HZ, 0.8pf at 1500rpm, Three Phase, powered by CATERPILLAR engine, fitted with sound attenuated enclosure (canopy)	50,221,080.00	3
2	Supply of Automatic Change Over Switch 160A	2,586,753.00	3
3	Transportation to Mkomazi Ukuyu Sekemeanga and Misowa National Parks	6,500,000.00	1 LOT
4	Commissioning Charges	5,000,000.00	1 LOT
5	Armored Cable 4C 24mm ²	45,000.00	300mtrs
6	Control Cable 2.5mm ²	16,500.00	300mtrs
7	Earthing System	1,500,000.00	1/s
8	Exhaust Extension	1,700,000.00	1/s
Sub-Total			191,573,499.00
Add 18% VAT			34,483,229.82
TOTAL PRICE WITH VAT			226,056,728.82

IV. MINUTES OF NEGOTIATION



MINUTES FOR THE NEGOTIATIONS MEETING FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/G/34 FOR THE SUPPLY OF THREE UNIT STANDBY GENERATORS FOR GATE OFFICE AND STAFF HOUSES AT LIKYU SEKAMAGANGA, MSOLWA AND MKOMAZI GATE HELD ON 3RD DECEMBER 2021

1.0 Venue: TANAPA Board room

2.0 Attendance:

- | | | |
|------------------------|-----------------------|-----------|
| i. Isaac Mwaseba | CO-I – Accounts | Chairman |
| ii. Christina Mkuumbwa | CR-II – Procurement | Secretary |
| iii. Frank O. Kudoba | SCA – Infrastructure | Member |
| iv. Eustace Mang'ondi | Sales Repres. Mantrac | Member |

3.0 Opening

The chairperson welcomed the all members who attended the meeting. He allowed for the introduction of the members. He then proceeded to the agenda of the meeting that is negotiating the tender as it exceeded the allocated budget. He announced that meeting was officially opened at 16:30hrs local time.

4.0 Adoption of the Agenda

The meeting adopted only one agenda for the negotiation of the tender as it exceeded the allocated budget.

5.0 Areas for negotiation

- a) Quoted items
- Reduction of rates
 - Reduce rate for item no. 2 (change over switch) by 5%; amounting from Tshs. 2,586,753.00 to Tshs. 2,457,416.00

- Reduce rate for item no. 6 (Control cable 2.5mm2) from Tshs. 16,500 to Tshs. 11,500.00
- By changing these rates, the quoted price changed from Tshs. 226,056,728.82 to Tshs. 223,828,875.84

b) Delivery time
The supplier agreed to supply the generators to stated sites 14 days after contract award

c) Warranty

The supplier agreed to give a warrant of 4 years from the day of delivery.

d) After sales service

The supplier agreed to carry out maintenance of the generators upon purchase of consumables and payment for labour charges to technicians. The supplier explained also the generators needs to be serviced at intervals of 250hrs or three months after every service

Having no any other agenda to discuss and the Chairperson closed the meeting at 17:00hrs local time

ON BEHALF OF CLIENT

 ISRAIC MWASEGA

ON BEHALF OF CONTRACTOR

 ENRIKE M. MUKIDYABU
 Date: 03.12.2024

 P.O. BOX 116
 DAR ES SALAAM



No.	Description	Unit Price (Tshs.)	Qty	Unit	Amount (Tshs.)
1	CATERPILLAR GENERATOR model DE110- prime rated KVA100/80KW at 415Volts, 50HZ, 0.8pf at 1500rpm, Three phase, powered by CATERPILLAR engine; fitted with sound attenuated enclosure (canopy)	50,221,080.00	3	pcs	150,663,240.00
2	Supply of Automatic Change Over Switch 160Amps	2,457,416.00	3	pcs	7,372,248.00
	Transportation Cost to Mkomazi National Park and Likuyu Sekamaganga and Msolwa in Nyerere National Park	6,500,000.00	1	Lot	6,500,000.00
4	Commissioning Charges	5,000,000.00	1	Lot	5,000,000.00
5	Armored Cable 4C 24mm ²	45,000.00	300	meters	13,500,000.00
6	Control Cable 2.5mm ²	11,500.00	300	meters	3,450,000.00
7	Earthing System	1,500,000.00	1	l/s	1,500,000.00
8	Exhaust Extension	1,700,000.00	1	l/s	1,700,000.00
	Sub total				189,685,488.00
	Add VAT 18%				34,143,387.84
	TOTAL PRICE WITH VAT				223,828,875.84

PRICE SCHEDULE

V. THE 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.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Purchaser is: The Trustees of the Tanzania National Parks, P.O. Box 3134 Arusha
2.	1.1(i)	The Supplier is: MANTRAC (T) LTD.
3.	1.1(q)	The Project is: Supply of Three Unit Standby Generators for Gate Office and Staff Houses at Likuyu Sekamaganga, Msolwa and Mkomazi Gate. Tender No. PA/037/TCRP/2021-2022/HQ/G/34
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of Tanzania.
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is Not Applicable
Performance Security (GCC 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: 10 percent of the contract price.
8.	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 GCC 18.2.
Inspections and Tests (GCC 11)		
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

<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 PE in order to ensure that the goods are manufactured in compliance with the contract.</p>	<p>Packing (GCC 12)</p>		<p>The following SCC shall supplement GCC 12.2: 12.2</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>	<p>Delivery and Documents (GCC 13)</p>	<p>11. 13.1</p> <p>For Goods supplied from abroad:</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: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PE at least one week</p>
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		<p>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>
12.	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 PE and mail the following documents to the PE:</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; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
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>
		<p>Incidental Services (GCC 16)</p>
14.	16.1	<p>Incidental services to be provided are: None</p>
		<p>Spare Parts (GCC 17)</p>
15.	17.1	<p>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.</p> <p>Additional spare parts requirements are:</p>

<p>Warranty (GCC 18)</p>	<p>16. 18.2 GCC 17.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or 12 months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(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>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>	<p>17. 18.4 & 18.5 The period for correction of defects in the warranty period is: 7 days</p>	<p>Payment (GCC 19)</p>	<p>18. 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in TZS in the following manner:</p> <p>(i) Advance Payment: 15 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(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</p>
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21.	25.1	<p>Maximum deduction: is equal to the performance security. Applicable rate: 0.1% of the contract price per day.</p>
		<p>Liquidated Damages (GCC 26)</p>
20.	20.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable</p>
		<p>Prices (GCC 20)</p>
19.	19.3	<p>Rate to be used for paying the Supplier's interest on the late payment made by PF shall be Not Applicable</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: (i) Advance Payment: 15 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 PF. (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 11. (iii) On Acceptance: The remaining 85 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 PF.</p>
		<p>Payment of local currency portion shall be made in Tanzanian Shillings within thirty (30) days of presentation of claim supported by a certificate from the PF declaring that the Goods have been delivered and that all other contracted Services have been performed. (iii) On Acceptance: 85 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 PF. specified in GCC 10.</p>

				Procedure for Dispute Resolution (GCC 32)
23.	32.3	Arbitration institution shall be National Construction Council		
		Place for carrying out Arbitration Arusha.		
24.	33.1	Appointing Authority for the Adjudicator National Construction Council		
		Notices (GCC 35)		
26.	35.1	<p>–PF's address for notice purposes:</p> <p>Conservation Commissioner, Tanzania National Parks, Mwl. Nyerere Building Center, Burka Estate, along Dodoma Road, P.O. Box 3134, ARUSHA E-mail: cc@tanzaniaparks.go.tz E-mail: psm@tanzaniaparks.go.tz</p> <p>–Supplier's address for notice purposes:</p>		

**VI. THE GENERAL CONDITION OF
CONTRACT**

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The Contract" means the agreement entered into between the Procuring Entity (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>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			<p>e) "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>f) 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>Days are calendar days</p> <p>A Defective Goods are those 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 PE under Contract.</p> <p>i) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p>

<p>j) "The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person</p>	<p>k) "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>l) "GCC" means the General Conditions of Contract contained in this section.</p> <p>m) 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>n) "SCC" means the Special Conditions of Contract.</p> <p>o) "The PE" means the entity purchasing the Goods and related service, as named in SCC.</p>	<p>p) "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 PE 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>	<p>q) "The Project Name" means the name of the project stated in SCC.</p>	<p>r) "Day" means calendar day.</p>	<p>s) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.</p>	<p>t) "End User" means the organization(s) where the goods will be used, as named in the SCC.</p>	<p>u) "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>
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<p>"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 impractical or so impractical as to be considered impossible under the circumstances.</p> <p>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 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>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>The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p>	<p>v)</p> <p>w)</p> <p>x)</p> <p>y)</p>					
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			<p>(1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Tender, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</p>
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p>
2.	Application and interpretation	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2	<p>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.</p>

<p>3. Conditions Precedent</p>	<p>3.1</p>	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>	<p>3.2</p> <p>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;</p> <p>3.2</p> <p>If the Employer 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.</p>
<p>4. Governing Language</p>	<p>4.1</p>	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>	
<p>5. Applicable Law</p>	<p>5.1</p>	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>	
<p>6. Country of Origin</p>	<p>6.1</p>	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>	

7.	Standards	7.1	<p>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.</p>
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	<p>The Supplier shall not, without the PE'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 PE 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.</p>
		8.2	<p>The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.</p>
		8.3	<p>Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.</p>
		8.4	<p>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.</p>
9.	Patent and Copy Rights	9.1	<p>The Supplier shall indemnify the PE 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.</p>
		9.2	<p>The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE 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.</p>

10. Performance Security	<p>10.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.</p>	10.2	<p>The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>	10.3	<p>The performance security shall be in one of the following forms:</p> <p>a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or</p> <p>b) A cashier's or certified check.</p>	<p>10.4 The performance security will be discharged by the PE 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.</p> <p>10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.</p>
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11. Inspections and Test	11.1	<p>The PE 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 PE. SCC and the Technical specifications shall specify what inspections and tests the PE 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.</p>
	11.2	<p>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 PE.</p>
	11.3	<p>Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.</p>
	11.4	<p>The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.</p>
	11.5	<p>Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.</p>
12. Packing	12.1	<p>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.</p>
	12.2	<p>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 PE.</p>

13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as 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.			
13.3	Documents to be submitted by the Supplier are specified in SCC.			
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.			
15.1	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 PF 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.			
16.1	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			
16.	Incidental Services			

	18.1	Warranty	<p>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 PE, 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.</p>
	18.2		<p>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.</p>
	18.3		<p>The PE 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.</p>
	18.4		<p>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 PE 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.</p>
	18.5		<p>If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE 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 PE may have against the Supplier under the Contract.</p>
19.	19.1	Payment	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>
	19.2		<p>The Supplier's request(s) for payment shall be made to the PE 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, and upon fulfillment of other obligations stipulated in the Contract.</p>

19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE 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			
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			
20. Prices	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 PE's request for Tender validity extension, as the case may be.	21.1			
21. Change Orders	The PE may at any time, by a written order given to the Supplier pursuant to GCC 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 PE;				
	b) The method of shipment or packing;				
	c) The place of delivery; and/or				
	d) The Services to be provided by the Supplier.				
	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 PE's change order.	21.2			

		21.3	<p>Pricing 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.</p>
22.	Contract Amendments	22.1	<p>Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
23.	Assignment	23.1	<p>Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.</p>
24.	Subcontracts	24.1	<p>The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.</p>
		24.2	<p>Subcontracts must comply with the provision of GCC 3</p>
25.	Delays in the Supplier's Performance	25.1	<p>Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.</p>
		25.2	<p>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 Procuring Entity 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 Procuring Entity 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.</p>
		25.3	<p>Except as provided under GCC 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 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.</p>

26.	Liquidated Damages	26.1	<p>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 Procuring Entity 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 Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.</p>
27.	Termination for Default	27.1	<p>The Procuring Entity 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.</p>
		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p>
			<p>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 Procuring Entity pursuant to GCC Clause 24; or</p>
			<p>b) the Supplier fails to perform any other obligation(s) under the Contract;</p>
			<p>c) Supplier's failure to submit performance security within the time stipulated in the SCC;</p>
			<p>d) the supplier has abandoned or repudiated the contract.</p>
			<p>e) The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p>
			<p>f) a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;</p>
			<p>g) the Procuring Entity 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 Procuring Entity; and</p>
			<p>h) if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p>

<p>In the event the Procuring Entity terminates the Contract in whole or in part pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity 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>	<p>27.4</p>						
<p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity 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>							
<p>For the purpose of this clause:</p>							

<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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> <p>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</p>	<p>28.1</p>	<p>Force Majeure</p>	<p>28.</p>
<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 Procuring Entity 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>	<p>28.2</p>		

29.	Termination for Insolvency	29.1	<p>The Procuring Entity 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 Procuring Entity.</p>
30.	Termination for Convenience	30.1	<p>The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p>
30.2		30.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:</p>
			<p>a) To have any portion completed and delivered at the Contract terms and prices; and / or</p>
			<p>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.</p>
31.	Disputes Resolution	31.1	<p>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 unresolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.</p>
		31.2	<p>After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.</p>
		31.3	<p>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.</p>

32.	Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	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 incurred costs and expenses..
		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 Employer and the Supplier 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.
34.	Limitation of Liability	34.1	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 Procuring Entity, 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 Procuring Entity; and
		b)	The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity 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 to the other party's address specified in SCC.
		35.2	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 Procuring Entity 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 Procuring Entity.

V: LETTER OF ACCEPTANCE

VI: POWER OF ATTORNEY

VII. THE TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR STANDBY GENERATOR 110 KVA

1. GENERAL

The generator set shall be new, unused, not more than 12 months from date of manufacture and incorporating recent technological development in manufacture. The enclosure should be sound attenuated and weather protective, class H insulation with tropicalization. It should meet as a minimum ISO 3046; ISO 8528 or equivalent international standards. The genset should be diesel fired, fully configured Ready-to-run system.

2. PARTICULARS:

- 110 KVA at 0.8 pf
- 415V, 50Hz 3Phase, 1500rpm

3. ENGINE

- Diesel engine, four stroke, direct injection and water cooled

4. GENERATOR

- Self Excitation (permanent magnet excitation
- 3 Phase Sensing
- Voltage Regulator with load adjustment module
- Inbuilt Circuit Breaker
- IP23 Protection
- Segregated L.V (AC/DC) wiring penal
- Terminal Strip Connection

5. CONTROL PANEL

- User Interface Panel with the following as a minimum:
 - Run/Auto/Stop Control
 - Indication for: RPM, failure to start, warning/shutdown, coolant temp.
 - Speed and Voltage Adjust
 - Emergency Stop
 - Hour Meter
 - Voltage meter
 - Frequency (Hz) indication
 - Generator temperature monitoring and protection

6. COOLING

- Coolant drain line with valve
- Radiator with guard
- Coolant level sight gauge
- Low coolant level shutdown

FOR REGIONAL MANAGER 1
T B M S S A
P. O. Box 3051
KITHIMANIARO
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The manufacturer shall provide warranty certificate (booklet) which should cover at least 12 months or 1,000 hours whichever comes first. During this period any defects not caused by negligence of the operator on any component of the equipment shall be rectified by the supplier free of charge.

13. WARRANTY

- Shall consist of a power transfer module and a control module, interconnected to provide complete automatic operation
- All main contacts shall be of silver composition
- Shall conform to the requirement of NEMA Standards ICS 2-447
- Shall be mounted a Type 1 enclosure. Switch and accessory devices shall be supplied by one manufacturer with number of poles rated as shown on plans
- Shall be provided with an operator's manual (in English) providing installation and operating instructions
- Submittal shall include specification sheet(s) showing all standard and optional accessories to be supplied, schematic wiring diagrams; and dimensioned drawings; and interconnection between the generator set, the transfer switch and the remote annunciator panel if included.

12. AUTOMATIC TRANSFER SWITCH

- Linear vibration isolators between base and engine-generator
- Lifting arch

11. MOUNTING

- Lubricating oil and filter with oil temperature sensor
- Oil drain line with valve piped to edge of base

10. LUBRICATION

- Supplied loose.
- ANSI Style outlet flange, gasket, bolts and mating weld flange
- Stainless steel exhaust flex with 25DBA Muller\

9. EXHAUST

- Regular duty canister style, single stage with service indicator

8. AIR INLET

- Fuel priming pump
- Fuel pressure gauge
- Primary and Secondary fuel filters
- Flexible fuel lines
- Fuel level switch
- Water separator

7. FUEL

For: REGIONAL MANAGER
T E M E S A
P. O. Box 3051
MOSHI - KILIMANJARO

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14. **MANUAL AND PARTS CATALOGUE**
- The following manuals, all in English language and of current editions including any amendments shall be supplied together with the generator set
- 2No. illustrated Service & Repair manual for the generator set
 - 2No. illustrated Operator's manuals for the generator set
 - Spare Parts List complete with Part numbers with exploded diagrams for parts identification.
 - Drawings & wiring diagrams

VIII. FORMS OF SECURITIES

[date]

[address]

[name of bank or financial institution]

Signature and seal of the Guarantors

This guarantee is valid until the: [insert date]

THEHEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

AND WHEREAS we have agreed to give the Supplier a guarantee:

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] to supply [description of goods and services] (hereinafter called "the Contract").

To: [name of Purchaser]

1. Performance Security Form

2. Bank Guarantee for Advance Payment

To: [name of Purchaser]

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract which amends GCC 18 to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]