



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE AND PLANNING
PUBLIC PROCUREMENT REGULATORY AUTHORITY



General Conditions of Contract for

The Supply of Health Sector Goods

Under National and International Competitive Tendering

Public Procurement Regulatory Authority
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TANZANIA

February, 2022

Preface

The General Conditions of Contract for Supply of Health Sector Goods is part of the Standard Tendering Document (STD) prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of the Attorney General (OAG) and other professional bodies, primarily for use by Procuring Entities (PEs) in the procurement of Health Sector Goods through National, International Competitive Tendering (NCT & ICT) and other procedures as appropriate.

The General Conditions of Contract presented in this document have been developed through broad national and international experience, and are mandatory for use in contracts of Supply of Health Sector Goods that are financed in whole or in part by public funds, and whose Supplier has been obtained in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

To obtain further information on the use of these General Conditions of Contract, contact:

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GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF HEALTH SECTOR GOODS

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<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes. b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. c) "Day" means calendar day. d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract. e) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC 11.2. f) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution. g) "End User" means the organization(s) where the goods will be used, as named in the SCC. h) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. i) "GCC" means the General Conditions of Contract contained in this section. j) "SCC" means the Special Conditions of Contract. k) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. l) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law. m) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
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		<p>n) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>o) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>p) "The Final Destination " where applicable, means the place or places named in the SCC.</p> <p>q) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</p> <p>r) "The Related Services" means those services ancillary to the supply of the Goods, such 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>s) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>t) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.</p>
2. Application and Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined
	2.2	If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> a) Form of Agreement, b) Letter of Acceptance c) Negotiation Minutes d) Form of Tender e) Special Conditions of Contract,

		<p>f) General Conditions of Contract,</p> <p>g) Specifications</p> <p>h) Completed Schedules (including Price Schedules), and</p> <p>i) Any other document listed in the SCCs forming part of the Contract.</p>
3. Condition Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC .
	3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract shall be written in the language specified in the SCC . Subject to this clause, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
5. Applicable Law	5.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC .
6. Country of Origin	6.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the SCC .
	6.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	6.3	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision

Information; Inspection and Audit by the Government of Tanzania		thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	8.4	The Supplier shall permit the Government of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.
9. Certification of Goods in Accordance with Laws of the United Republic of Tanzania	9.1	If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the SCC . The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
	9.2	Unless otherwise specified in the SCC , the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
	9.2	If thirty (30) days, or such longer period specified in the SCC , elapse from the date of Contract signing and the Contract has not become effective pursuant to GCC 9.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
10. Performance Securities	10.1	The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract

		Price is payable as specified in the SCC .
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11. Inspections and Tests	11.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC . Subject to GCC11.3 , if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser
	11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC11.2 , provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated

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

	11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC11.4 .
	11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC11.7 , shall release the Supplier from any warranties or other obligations under the Contract.
12. Packing	12.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements . The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC .
	13.2	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in the SCC .
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner

		specified in the SCC .
	14.2	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
	15.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
16. Incidental Services	16.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC .
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by

		the Supplier for similar services.
17. Warranty	17.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC ; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
	17.2	The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
	17.3	In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
	17.4	If, after being notified that the defect has been confirmed pursuant to GCC 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC , the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
	17.5	In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or

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

		which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
19. Limitation of Liability	19.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 18,</p> <p>a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
20. Change of Laws and Regulations	20.1	<p>Unless otherwise specified in the Contract, if after the date of 28 days prior to the deadline date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 22 [Prices].</p>
21. Payment	21.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.</p>
	21.2	<p>The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and</p>

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

		prevailing rates charged to other parties by the Supplier for similar services.
	23.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC , any variation to the contract resulting from a value engineering proposal agreed between the parties
24. Extensions of Time	24.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC13 [Delivery and Documents], the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract
	24.2	Except in case of Force Majeure, as provided under GCC30 , a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC28 [Liquidated Damages], unless an extension of time is agreed upon, pursuant to GCC24.1
25. Assignment	25.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
26. Subcontracting	26.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
27. Delays in the Supplier's Performance	27.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	27.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

	27.3	Except as provided under GCC 30 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 86 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 27.2 without the application of liquidated damages.
28. Liquidated Damages	28.1	Subject to GCC 30 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC 29 [Termination for Default].
29. Termination for Default	29.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 27 [Delays in the Supplier’s Performance]; or b) if the Goods do not meet the Technical Specifications stated in the Contract; or c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of</p>

		<p>corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>e) if the Supplier fails to perform any other obligations) under the Contract.</p>
	29.2	<p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 29.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
30. Force Majeure	30.1	<p>Notwithstanding the provisions of GCC 27 [Delays in Supplier Performance], GCC28 [Liquidated Damages] and GCC 29 [Termination for Default], the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
	30.2	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

31. Termination for Insolvency	31.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
32. Termination for Convenience	32.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	32.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> a) to have any portion completed and delivered at the Contract terms and prices; and/or b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
33. Settlement of Disputes	33.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
	33.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
	33.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
	33.4	<p>Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

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