

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION AND CULTURE



EDUCATION SECTOR DEVELOPMENT PROGRAMME

**CONTRACT FOR SALE / PURCHASE OF EXISTING TIE AUTHORED
SECONDARY SCHOOL TEXTBOOKS BY PRIVATE PUBLISHERS**

CONTRACT FOR SALE/PURCHASE OF STOCK OF TEXTBOOKS

This Contract is made this.....day of2004

BETWEEN

The Tanzania Institute of Education, P.O. Box 35094 Dar Es Salaam, Tanzania (hereinafter called the "Author") of the One Part,

AND

M/S..... P.O. Box. (Hereinafter called the "Publisher") of the other part.

WHERE AS

- A. The author has in stock a number of core textbooks for Secondary schools in its warehouse for sale.
- B. Private publishers have not yet started publishing books for secondary school curriculum for core subjects.
- C. The Publisher undertakes to Purchase copies of Secondary School Textbooks as detailed in Annex A (hereinafter termed the Work) at a fixed unit price as detailed in Annex A per copy, being a Total price of Tshs.This price includes all costs such as authors royalty, taxes and duties, delivery to publishers warehouse etc, etc.
- D. "Author" shall be deemed to include the Tanzania Institute of Education, administrators and assigns.
- E. "Publisher" shall be deemed to include assigns in business.

Definitions

"Association" means the International Development Association (IDA).

"Author" means the Tanzania Institute of Education and shall include his executors, administrators and assigns that create the work.

"Copyright" means the sole legal right to print, publish, perform, film or record a literal, artistic or musical work.

"Effective date" means the date on which this Agreement is signed by both parties.

"Plan" means the Secondary Education Development Plan approved by MOEC.

“Publisher” means an institution or company, and shall be deemed to include the Publishers assigns in business and any subsidiary or associate, that is licensed to publish the work of the Author and make available to the public in reasonable quantities for sale, rental or public lending.

“ Sale /Purchase contract” means the contract for sale/purchase of stock of textbooks entered in a separate agreement between the author and publisher

“Work” means the textbook or any other textual material.

CONDITIONS OF SALE

2. This Contract is not valid unless the Publisher holds the publishing rights of the textbook through a separate Agreement with the Author.
3. The Publisher undertakes to Purchase and Sale the textbook in accordance with the requirements as stipulated in the Author/Publisher Agreement.
4. Once the textbook has been delivered and received by the publisher, it is not returnable.
5. The Publisher shall withdraw the stock from the Authors premises within 30 days of Publishers payment. The Author shall not be responsible for custody of the stock after lapse of 30 days.
6. The delivery shall take place at the premises of the Author and upon of signing of Delivery Note by the Publisher.

CONDITIONS OF PAYMENTS

6. Full payment on delivery shall be made to the author within 30 (thirty) days of the presentation of the invoice and supporting documents.
7. In the event of the payments being delayed beyond the deadline(s) detailed in Clause above, the Author shall be entitled to levy a penalty in the form of an increment in the total price payable by 2% (two per centum) of the Contract price for each calendar month delayed, the maximum penalty amount being limited to 10% of the total price. However, if the delay is a result of the action of the author the delay shall not cause any penalty to be levied.

TERMINATION

8. This agreement shall automatically terminate if the Publisher has completed payments in full and the author has delivered the stock to the publisher.

ARBITRATION

9. Should any difference of disagreement arise between the Publisher and the Author concerning any part of this Agreement, the same shall be referred to the arbitration in accordance with the provisions of the Laws of the United Republic of Tanzania.

AMMENDMENT OR MODIFICATION OF THE CONTRACT

10. Any amendment or modification of the terms and conditions of this contract shall only be made by a written agreement between all the parties to this contract.

GOVERNING LAW

11. This Agreement shall be interpreted in all respects in accordance with the Laws of the United Republic of Tanzania.

ANNEXES

- Annex "A" - List of Textbooks.
Annex B : Quantity and Price Schedule

SIGNING OF CONTRACT

IN WITNESS whereof the parties hereunder set their hands the day and year first above written.

For and on behalf of the Tanzania Institute of Education:

Signature
Designation:

Witnessed by:

Name:

Designation:

Address:

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For and on behalf of the Publisher

Signature:
Designation:

Witnessed by:

Name:

Designation:

Address:

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ANNEX 'A'**LIST OF BOOKS TIE SALE FOR USE IN THE SECONDARY SCHOOL**

S/No.	Title	ISBN
A: English		
1.	English for Secondary School Book. One	9976 – 61 – 057 - 2
2.	English for Secondary School Book. Two	-
3.	English for Secondary School Book. Three	-
B: Geography		
1.	Geography for Secondary School Book. One	9976 – 61 – 0149
2.	Geography for Secondary School Book. Two	9976 – 2 – 0004 – 8
3.	Geography for Secondary School Book. Three	9976 – 61 – 013 – 7
4.	Geography for Secondary School Book. Four	9976 – 052 - 1
C: Mathematics		
1.	Secondary Mathematics Book. One	9976 – 61 – 026 – 2
2.	Secondary Mathematics Book. Two	-
3.	Secondary Mathematics Book. Three	9976 – 61 – 067 x
4.	Secondary Mathematics Book. Four	9976 – 61 – 070 x
D: Biology		
1.	Biology for Secondary School Book. One	9976 – 61 – 028 - 9
2.	Biology for Secondary School Book. Two	9976 – 61 – 099 – 8
E: History		
1.	History Major Issues for 'A' level	9976 – 61 – 054 – 8
2.	Africa from Stone age to 19 th Century, Teachers guide	9976 – 61 – 070 – x
3.	Africa from 19 th Century to Present, Teachers Guide	9976 – 61 – 070
4.	History for Secondary School Book. One	9976 – 61 – 131 - 5
F: Physics		
1.	Physics for Secondary School Book One	9976 – 61 – 049 – 1
2.	Physics for Secondary School Book Two	9976 – 61 – 076 – 3
3.	Physics for Secondary School Book Three	9976 – 61 – 093 – 9
4.	Physics for Secondary School Book Four	9976 – 61-179 – x
G: Chemistry		
1.	Chemistry for Secondary School Book One	9976 – 61- 178 – 1
2.	Chemistry for Secondary School Book Two	9976 – 61 – 121 - 8

ANNEX 'B'

LIST OF BOOKS TIE SALE FOR USE IN THE SECONDARY SCHOOL

Note: Quantity and prices of textbooks will be inserted during the tendering process.