



**THE UNITED REPUBLIC OF TANZANIA
ARUSHA REGIONAL SECRETARIAT
LONGIDO DISTRICT COUNCIL**



INVITATION FOR QUOTATION

QUOTATION NO.: 70Q2/2025/2026/G/15

FOR

Procurement of Office Consumables (papers,pencils, pens and stationaries)

04/09/2025

ABBREVIATIONS AND ACRONYMS

GCC	General Conditions of Contract.
ICT	International Competitive Tendering.
IFQ	Invitation for Quotation.
NCT	National Competitive Tendering.
NeST	National e Procurement System of Tanzania.
PE	Procuring Entity.
PPA	Public Procurement Act, Cap. 410.
PPR	Public Procurement Regulations.
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract.
SRP	Schedule of Requirement and Prices.
SIFQ	Standard Invitation for Quotation.
TIN	Tax Identification Number.
PPAA	Public Procurement Appeal Authority
Cap	Chapter
VAT	Value Added Tax.

SECTION I: INVITATION FOR QUOTATIONS



**THE UNITED REPUBLIC OF TANZANIA
ARUSHA REGIONAL SECRETARIAT
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Quotation No: 70Q2/2025/2026/G/15

For

Procurement of Office Consumables (papers,pencils, pens and stationaries)

INVITATION FOR QUOTATIONS

04/09/2025

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 28/07/2025.
2. The Government of Tanzania has set aside funds for the operation of the LONGIDO DISTRICT COUNCIL during the financial year 2025/2026. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement of Office Consumables (papers,pencils, pens and stationaries).
3. You are hereby invited to submit your price quotation for supply of the goods as described in the Schedule of Requirements.
4. The deadline for submission of quotations is 10:00 AM hours local time on 08/09/2025.
5. Quotations will be opened promptly thereafter through NeST and its opening details will be available through NeST.
6. Quotations not received through NeST shall not be evaluated irrespective of the circumstances.

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84 LONGIDO

SECTION II: SCHEDULE OF REQUIREMENTS

1. List of Supplies and/or Related Services

Procurement Reference Number: 70Q2/2025/2026/G/15

**Tender Description: Procurement of Office Consumables (papers,pencils, pens and stationaries)
List of Goods**

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

GFS Code: 22001101 - Office Consumables (papers,pencils, pens and stationaries)

S/N	Description	Unit of measure	Quantity
1	Box File	Pc	6
2	Printer Toner 78A/CE278A	PC	2
3	Personal File	Pc	10
4	Pen	BOX	1
5	Stick Note	Packet	1
6	Office Diary	Pc	10
7	Ream Paper	Box	2

List of Services

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

GFS Code: 22001101 - Office Consumables (papers,pencils, pens and stationaries)

Box File

Not Applicable

Printer Toner 78A/CE278A

Not Applicable

Personal File

Not Applicable

Pen

Not Applicable

Stick Note

Not Applicable

Office Diary

Not Applicable

Ream Paper

Not Applicable

2. Delivery and Completion Schedule

Procurement Reference Number: 70Q2/2025/2026/G/15

Tender Description: Procurement of Office Consumables (papers,pencils, pens and stationaries)
Delivery and Completion Schedule

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

GFS Code: 22001101 - Office Consumables (papers,pencils, pens and stationaries)

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Box File	6	Longido District Council Office	3
2	Printer Toner 78A/CE278A	2	Longido District Council Office	3
3	Personal File	10	Longido District Council	3
4	Pen	1	Longido District Council Office	3
5	Stick Note	1	Longido District Council Office	3
6	Office Diary	10	Longido District Council Office	3
7	Ream Paper	2	Longido District Council Office	3

3. Drawings

Procurement Reference Number: 70Q2/2025/2026/G/15

Tender Description: Procurement of Office Consumables (papers,pencils, pens and stationaries)

Drawings

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

22001101 Office Consumables (papers,pencils, pens and stationaries)

Attachment is not Applicable for this item.

4. Inspections and Tests

Procurement Reference Number: 70Q2/2025/2026/G/15

Tender Description: Procurement of Office Consumables (papers,pencils, pens and stationaries)

Inspection and Tests

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

GFS Code: 22001101 - Office Consumables (papers,pencils, pens and stationaries)

Box File

This item does not require pre-shipment inspection

Printer Toner 78A/CE278A

This item does not require pre-shipment inspection

Personal File

This item does not require pre-shipment inspection

Pen

This item does not require pre-shipment inspection

Stick Note

This item does not require pre-shipment inspection

Office Diary

This item does not require pre-shipment inspection

Ream Paper

This item does not require pre-shipment inspection

5. Specifications

Procurement Reference Number: 70Q2/2025/2026/G/15

Tender Description: Procurement of Office Consumables (papers,pencils, pens and stationaries)

Technical Specifications

LOT NO. 70Q2/2025/2026/G/15

Procurement of Office Consumables (papers,pencils, pens and stationaries)

GFS Code: 22001101 - Office Consumables (papers,pencils, pens and stationaries)

Box File

Technical Requirements	Description
Box File	6

Printer Toner 78A/CE278A

Technical Requirements	Description
Printer Toner 78a/ce278a	2

Personal File

Technical Requirements	Description
personal file	10

Pen

Technical Requirements	Description
Pen	1

Stick Note

Technical Requirements	Description
Stick Note	1

Office Diary

Technical Requirements	Description
Office Diary	10

Ream Paper

Technical Requirements	Description
Ream Paper	2

SECTION III: INSTRUCTION TO TENDERERS

1. The delivery location will be LONGIDO DISTRICT COUNCIL and goods should be delivered within 90 days after acceptance of quotation 70Q2/2025/2026/G/15 for Procurement of Office Consumables (papers,pencils, pens and stationaries).
 2. The tenderer shall submit the following documents to its quotation:
 - 2.1 A duly completed and signed priced offer as per the Schedule of Requirements and Prices available in the system during quotation submission;
 - 2.2 Manufacturer Authorization Letter shall be .
 - 2.3 A list of 3 recently performed contracts of similar nature, value, and complicity include the name and addresses of the Employers for verification.
 - 2.4 A Sample of the goods shall be Not required.
Not required.
 - 2.5 Tender Security is
Tender Securing Declaration;

;
 - 2.6 A duly Notarized Power of Attorney (except for a company owned by one person (sole proprietor); and
 - 2.7 Information on technical specifications is provided in Section IV.
 - 2.8 Other additional documents are Not Applicable
 3. Tender price;
 - 3.1 The contract shall be for all quantities as described in Section II.
 - 3.2 All duties, taxes and other levies payable by the Supplier under the contract shall be included in the total price.
 - 3.3 The rates quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - 3.5 The prices should be quoted in The Tanzanian Shilling.
 4. The Supplier shall complete the Quotation Submission Form which is provided in the system when completing quotation submission.
 - 5.The Tenderer, at owns responsibility and risk, is advised to visit and examine the Site and its surroundings on which service(s) are to be provided and obtain all information that may be necessary for preparing the Tender and entering into a contract for provision of service(s). The costs of visiting the Site shall be at the Tenderer's own expense.

Site visit will not be conducted.
Site visit will not be conducted.
 6. The payment will be made in The Tanzanian Shilling.
 7. Quotation shall remain valid for a period of not less than 45 after the deadline for submission.
 8. The quotation shall be completed and signed by an authorized representative of the tenderer. For this case a duly Notarized Power of Attorney must be submitted together with this quotation (except for a company owned by one person (sole proprietor).
 9. The PE will evaluate and compare the quotations using qualifications and evaluation criteria as shown below;
 - 9.1 Commercial and Technical Evaluation: PE shall determine substantially responsive quotations that conform to the terms and conditions of the invitation for quotations. A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the quotation document, without material deviation or reservation.
If a Quotation is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
 - 9.2 Financial Evaluation: in evaluating the quotations, system shall rank tenderers from lowest to highest quoted prices for the evaluation committee to make recommendations of the lowest evaluated tenderer.
 10. The PE will award the contract to the tenderer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
 11. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of goods to be supplied originally specified in the Schedule of Requirements
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and Prices without any change in unit price or other terms of conditions and this shall be reflected in the LPO.

12. Notwithstanding the above, the PE reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.

13. The tenderer whose quotation is accepted will be notified for the award of contract by the PE prior to expiration of the quotation validity period.

14. A tenderer may be ineligible if:

(a) the tenderer is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favour of the tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against the tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct;

(e) the tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84 (7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.

15. All Supplies and Related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with the Public Procurement Regulations, 2013.

16. Clarification of Tendering Documents: A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least three (3) days prior to tender submission deadline. The PE will within two (2) days after receiving the request for clarification respond and publish through NeST.

17. Amendment of Tendering Documents: Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.

18. Modification, Substitution, or Withdrawal of Tenders: A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdrawal is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.

19. Opening of Tenders: The opening shall be made after the deadline date and time. Readout prices shall be displayed automatically in the NeST portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.

20. Payments will be made directly by the Procuring Entity or by the financing institution specified in the Invitation Notice upon request of the Procuring Entity to so pay in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

21. Tenderers have the right to seek for review of procurement decisions pursuant to the Public Procurement Act, Cap 410.

SECTION IV: EVALUATION AND QUALIFICATION CRITERIA

QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Completion Period (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	30
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2. Standard Tender Forms

Tender Validity Period (SCORE: Comply/Not Comply to specified minimum requirements)

Suppliers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	45
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Notarized Special Power of Attorney (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

Tender Securing Declaration (SCORE: Comply/Not Comply to specified minimum requirements)

The tenderer should submit a tender securing declaration as per instructions.

3. Financial Situation and Performance

Access to Financial Resources (Sources of Fund) (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

Average fund amount from all sources (any freely convertible currency proposed by bidder)	5000000
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Technical Evaluation

1. Experience

Specific Experience (SCORE: Comply/Not Comply to specified minimum requirements)

Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size, complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). In the case

of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Specific Experience	Related Public Bodies
Specific Experience Start Year	2023-08-08
Specific Experience End Year	2025-08-08
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	1000000

2. Technical Specifications

Conformance to Technical Specifications and Standards (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

3. Delivery Schedule

Delivery Period (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

Delivery Period	3
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Financial Evaluation

1. Price Schedule

Priced schedule (SCORE: Comply/Not Comply to specified minimum requirements)

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

Section V: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section V:

General Conditions of Contract

1.0 Definitions

- 1.1 “The Contract” means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- “The Goods” means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.
- “The Incidental 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, and other such obligations of the Supplier covered under the Contract.
- “The Purchaser” means the Government Entity purchasing the Goods. as named in the SCC.
- “The Supplier” means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the PE. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.

2.0 Eligibility

- 2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.
- 2.3 For purposes of this GCC, “origin” means the place where the Goods were mined, grown, or produced, or from which the Works or 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.
- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

3.0 Standards

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

4.0 Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC 4.1, other than the Contract itself, 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.

5.0 Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

6.0 Performance Security

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.
- 6.2 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.
- 6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser;
- (b) a cashier’s or certified check; or

(c) a Performance Securing Declaration.

6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations as specified in the SCC.

7.0 Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.

7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

7.5 Nothing in GCC 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Packing

8.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.

8.2 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 specified in the SCC and through any subsequent instructions issued by the Purchaser.

9.0 Delivery and Documents

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC and LPO**.

9.2 For purposes of the Contract, "EXW," "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.

9.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

10.0 Insurance

10.1 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**.

10.2 Where delivery of 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. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

11.0 Transportation

11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC 9.2. No restriction shall be placed on the choice of carrier.

11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.0 Incidental Services

12.1 A Supplier may be required to provide any additional services as specified within the LPO.

13.0 Spare Parts

13.1 If specified in the SCC, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:-

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:

- (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

14.0 Warranty

- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused of the most recent or current models, and incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the **SCC and LPO** after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and LPO**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15.0 Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and LPO**.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC 9, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and LPO** after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made in Tanzania Shillings unless otherwise stated in the **SCC and LPO**.

16.0 Prices

- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

17.0 Change Orders

- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) methods of shipment, packing, construction or performance;
 - (c) the place of delivery; and/or
 - (d) incidental services to be provided by the Supplier.
- 17.2 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 GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18.0 Contract Amendments

- 18.1 Subject to GCC 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19.0 Assignment

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

20.0 Sub-contracts

- 20.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC 2.

21.0 Delays in the Supplier's Performance

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the **SCC**.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or 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.

21.3 Except as provided under GCC 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages.

22.0 Liquidated Damages

22.1 Subject to GCC 24 and if stated in the SCC if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all 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 performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC 23.

23.0 Termination for Default

23.1 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:

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.0 Force Majeure

24.1 Notwithstanding the provisions of GCC 21, 22, and 23, 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.

24.2 For purposes of this GCC, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25.0 Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26.0 Termination for Convenience

26.1 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.

26.2 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:

- (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, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

27.0 Settlement of Disputes

27.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

27.2 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.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this GCC shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

27.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

28.0 Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.0 Governing Language

29.1 The Governing Language of the Contract shall be specified in the SCC.

30.0 Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Tanzania.

31.0 Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address. Details of the Supplier Address will be available in the Contract Finalization Information Section in the Contract Agreement.

31.2 A notice shall be effective when electronically set to either part.

32.0 Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

33.0 Change of Laws and Regulations

33.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the 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.

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the GCC for LPO. 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	SCC Clause Description	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Name and Address of Purchaser	1.1	The LONGIDO DISTRICT COUNCIL of 84 LONGIDO.
2.	Performance Security	6.1	The Performance Security type shall be Performance Securing Declaration.
3.	Additional Packing Requirement	8.2	The additional packing requirements are not applicable.
4.	Delivery and Documents	9.1	<p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of the non-negotiable bill of lading; (iii.) One original plus four copies of the packing list identifying the 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; (vii.) certificate of country of origin issued by the chamber of commerce and industry or

			<p>equivalent authority in the country of origin in duplicate; and</p> <p>(viii.) The additional shipping documents are not applicable.</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		9.1	<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> <p>(i.) one original plus four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer’s or Supplier’s warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>(vi.) The additional delivery documents are</p> <p style="padding-left: 40px;">1. invoice, delivery notes</p> <p>.</p>
5.	Insurance	10.1	<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>
6.	Incidental Services	12.1	<p>For Goods supplied from Abroad: The Incidental Services are not applicable.</p> <p>For Goods supplied within Tanzania: The Incidental Services are not applicable.</p>

7.	Spare Parts	13.1	Additional Spare Parts Requirements are not required.
8.	Warranty	14.3	The Warranty Period shall be 6 months after delivery and acceptance.
9.	Period for Correcting the Defects	14.6	The period for correction of defects during the warranty period is 7 days.
9.	Payment	15.1 & 15.3	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in:</p> <p>(i) Advance Payment: 0 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 quotation documents or another form acceptable to the PE.</p> <p>(ii) On Shipment: 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the tenderer in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) On Acceptance: 100 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 PE.</p> <p>Payment of local currency portion shall be made in The Tanzanian Shilling within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		15.1(c) & 15.3	Payment for Goods and Services supplied from within the United Republic of Tanzania:

			<p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0 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 PE.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) On Acceptance: The remaining 100 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 PE.</p>
10.	Alternative payment currency	15.4	Alternative payment currency shall be made in The Tanzanian Shilling.
11.	Prices	16.1	Not Applicable
12.	Delivery Period	21.1	Goods shall be delivered within 7 days.
13.	Liquidated Damages	22.1	In the case where the Performance Securing Declaration has been used, the rate of liquidated damages shall be between 0.10 to 0.20 percent of the cost of undelivered goods for every day of delay to a maximum of 10% of the contract sum.
14.	Procedure for Dispute Resolution	27.1	Appointing Authority for the Adjudicator shall be Tanzania Institute of Arbitrators (TI Arb).
15.	Dissatisfaction of the Adjudicator Decision	27.2	The dissatisfied adjudicator's decision shall be referred to arbitrator within 3 days.
16.	Governing Language	29.1	The Governing Language shall be ENGLISH.

SECTION VI: CONTRACT FORMS

LETTER OF ACCEPTANCE

Date.....

To: *[name and address of the Service Provider]*

This is to notify you that your quotation dated *[insert date]* for provision of the *[insert description of service and quotation number, as given in the quotation documents]*for the Contract Price of *[insert amount in words, figures and currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

We here by confirming *[insert name of the Appointing Authority]* to be the appointing authority, to appoint the Adjudicator in case of any arisen disputes in accordance with GCC 27.1.

You are required to sign the Contract and commence the service within *[insert period]* from the date of signing the contract.

Authorized Signature:

Name and Title of Signatory:

Name of Client:

PERFORMANCE SECURING DECLARATION

Date: *[insert date (as day, month and year)]*

Local Purchase Order No.:*[insert Local Purchase Number]*

To: *[insert complete name of Employer]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, we are required to guarantee the faithful performance by the Contractor of its obligations under the Contract.
2. I/We accept that: I/We will be disqualified from participating in public procurement for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract in accordance with the Terms and Conditions therein.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the Works by the Employer.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the Contract for and on behalf of: *[insert complete name of Contractor]*

Dated on day of *_*, *[insert date of signing]*

Corporate Seal (where appropriate)

Performance Bank Guarantee [Unconditional]

[The **bank/successful tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank’s name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

Performance Bond

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”)

and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Oblige (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender(s) from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer. In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Bank Guarantee for Advance Payment

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 2___, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

[Insert Full Name of Procuring Entity (PE)]

[Logo]

[Insert the Address of the PE]

Local Purchase Order for Procurement of Goods

Quotation: *[Insert quotation Number]*

[Insert Description of Goods]

To:*[Insert Name and Address of Supplier]*

Kindly be informed that, your quotation reference [reference number] dated [date of quotation] is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

Terms and Conditions of this Local Purchase Order:

1. Contract Sum: The Contract Sum is *[state contract sum in TZS VAT inclusive or exclusive]*.

2. Delivery Period: The goods are to be delivered within *[insert number]*days/weeks/months from the date of this LPO.

3. Warranty: The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within *[insert number]*days otherwise the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Purchaser may have against the Supplier under the contract.

4. Delivery point: The goods are to be delivered to *[indicate physical address]*.

5. Contact Person: Notices, enquiries and document action should be addressed to *[insert name and position of individual]* at *[insert address]*

6. Payment to Supplier: Payment will be made within [insert number] days [or state alternative agreed payment terms] on completion of satisfactory performance of the contract.

The following documentation must be supplied for payments to be made:

- (i) An original Invoice;**
- (ii) A delivery note evidencing dispatch of the goods;**
- (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order;**
- (iv) Electronic Fiscal Device (EFD) receipt; and**
- (v) [List other documents required e.g. packing lists, certificates, special shipping documents]**

7. Contract Documents: The following documents form part of this Contract (LPO):

- (i) This Local Purchase Order (LPO)**
- (ii) Letter of Acceptance;**
- (iii) Special Conditions of Contract for LPO**
- (iv) General Conditions of Contract for LPO**
- (v) (Attach the standard established specifications, if provided by the Government)**
- (viii) [List any other such documents]**

IN WITNESS WHEREOF the Employer and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

SIGNED, SEALED, AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

Name:
(Authorized Representative)

Designation:

Signature:

WITNESS

Name:

Designation:

Signature:

THE SUPPLIER

Name:
(Authorized Representative)

Designation:

Signature:

WITNESS

Name:

Designation:

Signature:

SECTION V: FORMS

1. QUOTATION SUBMISSION FORM

[date]

To: [Full address of Procuring Entity (PE)]

We agree to supply the goods specified in the Schedule of Requirement and prices of the [name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [amount in numbers], [amount in words] in Tanzanian Shillings.

We also offer to deliver the said goods within the period ofdays/weeks/months (*delete as necessary*) as specified in the LPO, Special Conditions of Contract, and General Conditions of Contract.

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

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

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

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

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

Authorized Signature:

Name and Title of Signatory:

Date:

Name of Tenderer:

Address:

1. Quotation Securing Declaration

Date: *[insert date (as day, month, and year)]*

Tender No.: *[insert number of tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of PE]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) having been notified of the acceptance of our Tender by the PE during the period of tender validity,
 - (i) failure to sign the contract if required by PE to do so or
 - (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

Signed: *[insert signature of the person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of the person signing the Tender Securing Declaration]*

Name: *[insert complete name of the person signing the Tender Securing Declaration]*

Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

1. Manufacturer's Authorization Form

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Quotation and subsequently negotiate and sign the Contract with you against Quotation No. *[reference of the Invitation for Quotations]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per GCC 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Quotations.

[Signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.*

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No. *[insert number]* of day *(insert day)* of *[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*

SEALED and **DELIVERED** by the

Common Seal of *[insert name of the donor/coy]*

This *[insert date, month and year]*

DONOR

DONEE

**BEFORE ME:
COMMISSIONER FOR OATHS**