

**JAMHURI YA MUUNGANO WA TANZANIA**  
**THE UNITED REPUBLIC OF TANZANIA**



**NATIONAL ARTS COUNCIL.**

**REQUEST FOR QUOTATION (RFQ)**

**FOR**

**SUPPLY OF I.T .EQUIPMENTS**

**Submission date: 22<sup>nd</sup> August, 2016.**

## Preface

Procurement of Goods under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act No. 7 of 2011 (hereinafter called PPA 2011) and the Public Procurement (Regulations- Government Notice No. 446 of 2013 (hereinafter called Public Procurement Regulations).

This Standard Invitation for Quotation (SIFQ) for Procurement of Goods has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) in the procurement of Goods.

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the PPA 2011 and the Public Procurement Regulations.

To obtain further information on procurement under public financed projects, contact:

Chief Executive Officer  
Public Procurement Regulatory Authority,  
P.O. Box 49,  
Dar es Salaam

**Tel: 2121236/7, 2133466**

**Fax: 2121238**

**e-mail: [ceo@ppra.go.tz](mailto:ceo@ppra.go.tz)**

Link to Website: <http://www.ppra.go.tz>

## Table of Contents

	Sec.
Preface.....	i
Abbreviations and Acronyms.....	iii
Invitation for Quotations .....	I
Schedule of Requirements and Prices .....	II
Instructions to Tenderers .....	III
Technical Specifications.....	IV
Local Purchase Order (LPO).....	V
General Conditions of Contract .....	VI
Forms.....	VII
Integrity .....	VIII

## **ABBREVIATIONS AND ACRONYMS**

<b>GCC</b>	General Conditions of Contract
<b>ICT</b>	International Competitive Tendering
<b>IFQ</b>	Invitation for Quotation
<b>NCT</b>	National Competitive Tendering
<b>PE</b>	Procuring Entity
<b>PPA 2011</b>	Public Procurement Act No. 7 of 2011
<b>SRP</b>	Schedule of Requirement and Prices
<b>SIFQ</b>	Standard Invitation for Quotation
<b>TIN</b>	Tax Identification Number
<b>VAT</b>	Value Added Tax
<b>IT</b>	Information Technology

# SECTION I: INVITATION FOR QUOTATIONS

**JAMHURI YA MUUNGANO WA TANZANIA**  
THE UNITED REPUBLIC OF TANZANIA



Quotation For

SUPPLY OF I.T.EQUIPMENTS

## INVITATION FOR QUOTATIONS

To

Date: 22<sup>nd</sup> August, 2016

- (a) .....
- (b) .....
- (c) .....
- (d) .....
- (e) .....

1. National Arts Council: BASATA has set aside funds for the operation during the financial year 2016/17. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for which this invitation for quotation is issued.
2. You are hereby invited to submit your price quotation for supplying the goods as described in the Schedule of Requirements and Prices attached in Section II
3. All quotations in one original plus two copies, properly filled in, and enclosed in plain envelopes marked *supply of it equipments* must be delivered to the *Executive Secretary, BASATA Tender Board, P.O Box 4779, Ilala, Shariff Shamba, Dar es salaam.*
4. Deadline for submission will be on **05<sup>th</sup> September 2016** Quotations will be opened promptly thereafter in public and in the presence of Supplier's representatives who choose to attend in the opening at **BASATA** located at **Ilala, Shariff Shamba at 1100 Hrs.**
5. Late quotations, portion of quotations, electronic quotations, quotations not received, quotations not opened at the quotation opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

*Executive Director,*  
**BASATA: National Arts Council, Ilala, Shariff Shamba,**  
**P.O.Box 4779,**  
**Dar es Salaam.**

## SECTION II: SCHEDULE OF REQUIREMENTS AND PRICES

### Schedule of Requirements and Prices.

#### BASATA: NATIONAL ARTS COUNCIL

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period <i>(where applicable)</i>
1	Dell Laptop Computer, Intel Core i5, 4GB RAM: 500GB HDD 156" Full HD	Pc	2			
2	Printer - Hp Lazer Jet PRO400M 401D	Pc	2			
3	Sumsung TV, 32 inches, USB Port, Digital free satellite.	Pc	2			
4	Mack Book, Mack Book Pro 13 - Inch Inter Core i5.2, 1 GHz processor, 500 GB 5400 - rpm Hard Drive, 4 GB of 1600 MHZ DDR3 Memory	Pc	1			
5	Apple ipad, 9.7 Inches Screen A8X processor, 128 GB Internal Storage	Pc	4			
6	Camera - Stil and Moving, Canon D750 EOS, SD CARD 120GB and Tripod	Pc	1			
7	Tap Recorder - Sony IC Recoder ICD - UX80; 2GB 581 hrs USB DIRECT	Pc	1			
8	External Hard Drive 2 terrabites, TOSHIBA	Pc	1			
Total Amount for Supply of Goods excluding VAT						
Add VAT						
<b>Total Amount for Supply of Goods (including VAT)</b>						
Goods to supplied to BASATA						

Total Amount in TZS.(in words)	<i>[insert Total Amount for Supply of Goods, excluding VAT]</i>
The delivery period offered is:	<i>[insert number] days/weeks/months from date of LPO</i>

### SECTION III: INSTRUCTIONS TO TENDERERS

1. The Supplier shall attach the following to its quotation;
  - 1.1 A duly completed and signed priced offer as per the Schedule of Requirements and Prices attached in Section II.
  - 1.2 Company Profile
  - 1.3 A valid Business License.
  - 1.4 TIN certificate.
  - 1.5 Tender Securing Declaration;
  - 1.6 Power of Attorney
  - 1.7 Form of Integrity in Section IX dully filled and signed;
  - 1.8 GPSA registration certificate.
  - 1.9 Samples;
    - 1.9.1 Where a sample(s) is required by a procuring entity, the sample shall be:
      - (a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;
      - (b) carriage paid;
      - (c) received on, or before, the closing time and date for the submission of tenders; and
      - (d) evaluated to determine compliance with all characteristics listed in the **Technical Specifications**.
    - 1.9.2 The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-
      - (a) does not conform to all characteristics prescribed in the solicitation documents and
      - (b) are not submitted within the specified time.
    - 1.9.3 Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
    - 1.9.4 Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.
    - 1.9.5 All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the

property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.

2. Information on technical specifications is attached in Section IV
3. Tender price;
  - 3.1 The contract shall be for all quantities as described in **Section II**.
  - 3.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
  - 3.3 All duties, taxes and other levies payable by the Supplier under the contract shall be included in the total price.
  - 3.4 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 Tanzania Shilling.
4. The Supplier shall complete the Quotation Submission Form which is attached in **Section VII**. The Quotation Submission Form must be completed without any alterations to its format and no substitute shall be accepted.
5. The payment will be made in Tanzania Shilling.
6. Quotation shall remain valid for a period of not less than 45 days after the deadline for submission.
7. Alternative quotations are [*“not applicable”* ]
8. The quotation shall be completed and signed by an authorized representative of the tenderer. For this case a Power of Attorney must be submitted together with this quotation.

In case of a Supplier offering to supply goods that the Supplier itself does not manufacture or otherwise produce, the Supplier must show that they have been duly authorized by the goods' manufacturer to supply the goods in Tanzania.

9. The Procuring Entity will evaluate and compare the quotations in the following manner:
  - 9.1 Preliminary Examination; to determine substantially responsive quotations i.e. which; are properly signed and conform to the terms and conditions of the invitation for quotations.
  - 9.2 Quotations determined to be substantially responsive will be checked for any arithmetic errors. In case of any arithmetical discrepancy between the unit rate and amount quoted, then the unit rate shall prevail both for the evaluation of quotation and for subsequent contract agreement.



- 9.3 Comparison of quotations; in evaluating the quotations, the evaluation committee will determine for each quotation the evaluated quotation price by adjusting the quotation prices as follows;
- (a) making any correction for errors.
  - (b) making appropriate adjustment for any other acceptable variations, deviations or omissions and;
  - (c) making appropriate adjustments to reflect discounts for the award or other price modifications offered.
10. The Procuring Entity will award the contract to the Supplier whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
11. The Procuring Entity 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 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 Procuring Entity reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.
13. The Supplier whose tender is accepted will be notified for the award of contract by the Procuring Entity prior to expiration of the quotation validity period. *[The Local Purchase Order (LPO) including all conditions and terms of payments should be furnished to the Supplier with this invitation for quotations]*
14. Tenderers have the right to seek for review of procurement decisions pursuant to PART II (j) of Public Procurement (Regulations, 2013 Government Notice No. 446.

## SECTION IV: TECHNICAL SPECIFICATIONS

Item	Description of Goods	Specifications
1	Dell Laptop Computer with bags	Intel Core i5, 4GB RAM: 500GB HDD 156" Full HD
2	Printer - Hp Lazer Jet	PRO400M 401D
3	Sumsung TV	32 inches, USB Port, Digital free satellite.
4	Mack Book Pro 13 - Inch	Inter Core i5.2, 1 GHz processor, 500 GB 5400 - rpm Hard Drive, 4 GB of 1600 MHZ DDR3 Memory
5	Apple ipad	9.7 Inches Screen A8X processor, 128 GB Internal Storage
6	Camera - Stil and Moving,	Canon D750 EOS, SD CARD 120GB and Tripod
7	Tap Recorder - Sony IC Recoder ICD	UX80; 2GB 581 hrs USB DIRECT
8	External Hard Drive 2 terrabites	TOSHIBA

**SECTION V: LOCAL PURCHASE ORDER (LPO)**

*[Insert Full Name of Procuring Entity]*

*[Logo]*

*[Insert the Address of the Procuring Entity]*

# **Local Purchase Order for Procurement of Goods**

**Quotation No:** *[Insert quotation Number]*

*[Insert Description of Goods]*

*[Insert Name and Address of Supplier]*

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

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 General Condition of Contract 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 Local Purchase Order.
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]*  
**Contact Person:** Notices, enquiries and documentation should be addressed to *[insert name and position of individual]* at *[insert address]*

**5. 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:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatch of the goods;
- A completion certificate signed by *[Authority responsible for certifying satisfactory completion of the order/works/services]*; and
- *[List other documents required e.g. packing lists, certificates, special shipping documents]*

6. The following documents form part of this Contract:
- General Conditions of Contract for Local Purchase Order (LPO)
  - *(Attach the specifications/drawings/plans)*
  - *[List any other such documents]*

## SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	Description	Unit of Measure	Quantity	Unit Price TZS.	Total Price TZS.	Warranty Period <i>(Where applicable)</i>
<b>Total Amount in TZS. (including VAT)</b>						

**For Purchaser:**

Signature:.....

Name:.....

Designation:.....

Date:.....

**For Supplier:**

Signature:.....

Name:.....

Designation:.....

Date:.....

**SECTION VI:**  
**GENERAL CONDITIONS OF CONTRACT FOR**  
**LOCAL PURCHASE ORDER**

**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 Contract.

"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 procuring entity.

**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 Clause, “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 Clause 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC Clause 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 invitation for quotations.
- 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; or
  - (b) a cashier's or certified check.
- 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.

## **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, works or services 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 Clause 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 Local Purchase Order 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 Local Purchase Order.
- 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 Local Purchase Order 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 Local Purchase Order.

- 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 Clause 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 Local Purchase Order.

## **13.0 Spare Parts**

- 13.1 If specified in the Local Purchase Order, 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 unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship 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 Local Purchase Order 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 Local Purchase Order, 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 Local Purchase Order.
- 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 Clause 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 Local Purchase Order after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

## **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 Clause 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 Clause 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 Clause 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 Clause 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 Local Purchase Order.
- 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 Clause 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 Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22.0 Liquidated Damages**

- 22.1 Subject to GCC Clause 24 and if stated in the Local Purchase Order 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 Local Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Local Purchase Order. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC Clause 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 Clause 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 Clause:

“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 Clause 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 Clauses 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 Clause, “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 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.3 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 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 Clause 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 shall be English.

## **30.0 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic 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 specified in the Local Purchase Order.

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

## **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.

## SECTION VII: FORMS

### QUOTATION SUBMISSION FORM

.....[date]

To: [Full address of Procuring Entity]

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 delivery the said goods within the period of .....days/weeks / months (*delete as necessary*) as specified in the Local Purchase Order and General Condition 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 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:** .....

## Tender 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 Procuring Entity]*

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 Procuring Entity 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) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring Entity 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 days after the expiration of our Tender.

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

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

Name: *[insert complete name of 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)

## 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 Clause 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.*

SECTION VIII: INTEGRITY

GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

MEMORANDUM FOR ANTI-BRIBERY POLICY

This company \_\_\_\_\_ (*name of Company*) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti- Bribery Policy/Code Conduct and Compliance Program are attached.

\_\_\_\_\_  
(*Name of the Authorized Person*)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company stamp/seal*