

MINI-COMPETITION QUOTATION FORM

MINISTRY OF FINANCE AND PLANNING



TANZANIA INSTITUTE OF ACCOUNTANCY (TIA)

19th January, 2023

To all Supplier available in TANePS;

**RE: MINI-COMPETITION UNDER FRAMEWORK- AGREEMENT NO. PA/094/2022/2023/G/25
FOR THE SUPPLY OF PAINTING MATERIALS FOR THE PROPOSED CONSTRUCTIONS OF
CLASSROOM BLOCK, LIBRARY AND COMPUTER LABORATORY, SEMI-DETACHED
STAFF HOUSE AND TWO HOSTELS FOR MALE AND FEMALE AT MJIMWEMA MTWARA
CAMPUS RE-TENDERED.**

Procurement Entity Reference No. PA/094/2022/2023/G/25

- a) Deadline for submission of tenders will be the one indicated in the advertisement for the invitation of tenders issued online through TANePS.
- b) Opening of Tenders will be done Online through TANePS

**CHIEF EXECUTIVE OFFICER
TANZANIA INSTITUTE OF ACCOUNTANCY
P.O.BOX 9522
DAR ES SALAAM, TANZANIA
TEL: 022280717
FAX: 0736502630
E-MAIL: tia@tia.ac.tz**

1.0 THE SUPPLIER SHALL ATTACH THE FOLLOWING TO ITS QUOTATION;

- 1.1 Attach completely filled, signed and stamped Priced Schedule
- 1.2 Attach copy of valid Tax Clearance Certificate.
- 1.3 Attach copy of relevant valid Business License,
- 1.4 Attach copy of TIN Certificate for only Companies not registered with VAT and attach copies of Certified TIN and VAT certificates for Companies registered with VAT.
- 1.5 Attach filled and signed compliance sheet of Technical Specifications of requirements for verification
- 1.6 Attach past performed contracts including three contracts of similar nature for the past three year's including addresses for verifications
- 1.7 Attach completely filled signed and stamped Power of Attorney in the format provided in the tender document.
- 1.8 Attach completely filled signed and stamped Integrity Form in the format provided in the tender document.
- 1.9 Attach Company's Ant Bribery Policy in the format provided in the tender document
- 1.10 Attach quotation submission form as per tender document attachment.
 - i. Attach Completely Power of Attorney needs to be notarized and be duly executed and authenticated by a Commissioner for Oaths;
 - ii. Secondly, the contents of the POA should sufficiently show the transferable powers and that they have been transferred from donor to donee and their respective names and signatures are properly disclosed.
 - iii. Specific power of attorney which must be stamped in accordance with section 47 of CAP 189 and be dully executed and authenticated by commissioner for Oaths and should show donor and donee with their respective names and signature properly disclosed.

Subject to the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, Tanzania Institute of Accountancy (TIA) calls a Mini Competition. This min-competition request form has also been addressed to the suppliers/service providers to be awarded framework agreement.

2.0 THE TECHNICAL SPECIFICATIONS OF REQUIREMENTS IS HEREBY REFINED AS FOLLOWS:

For The Supply of Painting Materials for the Proposed Constructions of Classroom Block, Library and Computer Laboratory, Semi-Detached Staff House And Two Hostels For Male And Female At Mjimwema Mtwara Campus re -tendered

To be filled by supplier/service provider: The Bidder is to complete column (d) with the technical specifications of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)	(c)	(d)
1		Black/white chippings	Black/white chippings	
2		PAINTING AND DECORATIONS	PAINTING AND DECORATIONS	
3		Weather guards paint (20litres)	Weather guards paint (20litres)	
4		Gypsum powder (25kg)	Gypsum powder (25kg)	
5		Various roller brush	Various roller brush	
DELIVERY WILL BE AS PER ORDER				

NB: Sample(s) to be submitted by successful bidder after Contract award. As per architecture approval

3.0 SCHEDULE OF REQUIREMENT: SUPPLY OF PAINTING MATERIALS FOR THE PROPOSED CONSTRUCTIONS OF CLASSROOM BLOCK, LIBRARY AND COMPUTER LABORATORY, SEMI-DETACHED STAFF HOUSE AND TWO HOSTELS FOR MALE AND FEMALE AT MJIMWEMA MTWARA CAMPUS RE-TENDERED.

SN	DESCRIPTION	UNIT	QTY	RATE	Extended Price (TZS)
1	Black/white chippings	43	cum		
2	PAINTING AND DECORATIONS				
3	Weather guards paint (20litres)	47	pc		
4	Gypsum powder (25kg)	1,000	pc		
5	Various roller brush	130	pc		
	SUB-TOTAL				
	ADD: 18% VAT				
	TOTAL COST CARRIED TO FIXED TENDER				

N.B

- i. Payment will be made upon satisfactory delivery of the goods
- ii. You are hereby instructed to fill and return this form online as per document requirements within Five days (5) from this date of issue. Please return this document dully signed and stamped.

Authorized Signature.....

Name of Signatory:

Title of Signatory.....

Note: Quotation shall remain valid for a period of not less than **forty-five (45) days** after the deadline for submission



TANZANIA INSTITUTE OF ACCOUNTANCY

P.O.BOX 9522, DAR ES SALAAM

LOCAL PURCHASE ORDER

UNDER A FRAMEWORK AGREEMENT

Description of Goods: SUPPLY OF PAINTING MATERIALS FOR THE PROPOSED CONSTRUCTIONS OF CLASSROOM BLOCK, LIBRARY AND COMPUTER LABORATORY, SEMI-DETACHED STAFF HOUSE AND TWO HOSTELS FOR MALE AND FEMALE AT MJIMWEMA MTWARA CAMPUS RE-TENDERED

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Mini Competition No: PA/094/2022/2023/G/25

To:

Your Quotation in respect to mini competition with reference No: **PA/094/2022/2023/G/25** dated 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).

The Purchaser indicated above issues this Local Purchase Order for the procurement of common use items and services under the framework agreement referenced above entered into between you and the Government Procurement Services Agency [GPSA].

This Local Purchase Order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this Local Purchase Order and the framework agreement, the framework agreement shall prevail.

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to the **SUPPLY OF PAINTING MATERIALS FOR THE PROPOSED CONSTRUCTIONS OF CLASSROOM BLOCK, LIBRARY AND COMPUTER LABORATORY, SEMI-DETACHED STAFF HOUSE AND TWO HOSTELS FOR MALE AND FEMALE AT MJIMWEMA MTWARA CAMPUS RE-TENDERED** to remedy defects therein in

conformity in all respects with provisions of the Local Purchase Order. The Purchaser hereby covenants to pay the Suppliers in consideration of the provision of building materials and the remedying of defects therein, the Contract Price or such sum as may become payable under the provisions of the Local Purchase Order at the terms and in the manner prescribed by the Local Purchase Order.

The Purchaser has issued this Local Purchase Order to the Supplier to supply as listed hereunder in the sum of Tanzania Shillings in accordance with the terms and conditions agreed in the Framework Agreement and this Local Purchase Order

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

Contract Sum: The Contract Sum is Tanzania Shillings **VAT INCLUSIVE.**

Delivery Period: **THREE WEEKS** from the date of signing the contract

Warranty: **APPLICABLE**

Delivery point: The Goods are to be delivered to:

TANZANIA INSTITUTE OF ACCOUNTANCY MJIMWEMA MTWARA CAMPUS.

Contact Person: Notices, enquiries and documentation should be addressed to **CHIEF EXECUTIVE OFFICER, TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 9522 DAR ES SALAAM.**

Payment terms: Service Provider shall be paid upon satisfactory performance of each particular phase within Thirty (30) days after the completion on respective delivery suggested by Institute.

4.0 SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	Description	Unit of Measure	Quantity	Unit Price TZS.	Total Price TZS.	Warranty Period (Applicable)
VAT (18%)						
Total Amount in TZS. (including VAT)						

For Purchaser:

Signature:.....

Name:.....

Designation:.....

Date:.....

For Supplier:

Signature:.....

Name:.....

Designation:.....

Date:.....

**SECTION IV: GENERAL CONDITIONS OF THE LOCAL PURCHASE
ORDER**

General Conditions of the Local Purchase Order

1. Definitions 1.1

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Form of Contract signed by the parties for specific Local Purchase Order, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
- (c) "The Contract Price" means the price payable to the Supplier as specified under the Local Purchase Order, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
- (d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
- (f) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- (g) "GCLPO" means the General Conditions of the Local Purchase Order contained in this section.
- (h) "SCLPO" means the Special Conditions of the Local Purchase Order.
- (i) "The Purchaser" means the entity purchasing the Goods and related service by issuing Local Purchase Order, as **named in SCLPO**.
- (j) "The Supplier" means the individual private or government entity or a combination of the above whose tender to perform the contract has been

accepted by the Government Procurement Service Agency [GPSA] and is named as such in the Framework Agreement and Form of Contract, and includes the legal successors or permitted assigns of the supplier.

- (k) "The Project Site" where applicable, means the place or places **named in SCLPO**.
- (l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
- (m) "Local Purchase Order" is a particular order within a Framework Agreement indicating the quantity, unit price and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to unit price(s) for item(s); this agreement sets out terms and conditions under which specific purchases (call – offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" means the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Local Purchase Order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Framework Agreement.
- (p) "Day" means calendar day.

2.	Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	These General Conditions shall apply and govern each of the Local Purchase Orders made by the Purchaser throughout the period of the Framework Agreement
3.	Nature and Period of Contract	3.1	The type of Contract is a Standing Offer Agreement

		3.2	The Period of the Framework Agreement shall be as stated in the Framework Agreement signed between GPSA and the Supplier.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCLPO . Subject to GCLPO Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCLPO .
6.	Country of Origin	6.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information ; Inspection and Audit by the Government of Tanzania	8.1	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.
		8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCLPO Clause 8.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCLPO Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the

Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.

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| 9. Patent and Copy Rights | 9.1 | 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 or any part thereof in the United Republic of Tanzania. |
| | 9.2 | The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party. |
| 10. Performance Security | 10.1 | Within thirty (30) days of receipt of the Local Purchase Order, the Supplier shall furnish to the Purchaser the performance security in the amount specified in SCLPO . |
| | 10.2 | The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | 10.3 | <p>The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(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 form provided in the Tendering Documents or another form acceptable to the Purchaser; or</p> <p>(b) A cashier's or certified check.</p> |
| | 10.4 | 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 Local Purchase Order, including any warranty obligations, unless otherwise specified in SCLPO . |
| 11. Review Meetings, Reports, | 11.1 | The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the specifications at no extra cost to the Purchaser. SCLPO and the Technical Specifications |

Inspections and Tests

shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Local Purchase Orders made under this Contract.
- 11.5 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.6 Nothing in GCLPO Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

- 12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCLPO**, and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents	13.1	The Supplier shall fulfill all Local Purchase Orders for Goods by the Purchaser during the currency of the Contract
	13.2	The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Local Purchase Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
	13.3	Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.
	13.4	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCLPO.
	13.5	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
	13.6	Documents to be submitted by the Supplier are specified in SCLPO.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCLPO.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at

the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price.

15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price.

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

16. Incidental Services

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCLPO**:

- (a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.

16.2 Prices charged by the Supplier for incidental services, if not included in the unit rate for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17. Spare Parts 17.1

As **specified in SCLPO**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (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, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty 18.1

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.

18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCLPO**.

18.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

18.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCLPO** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where

applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCLPO**, 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.

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCLPO**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Price for the specific Goods by the number of unit delivered and accepted in accordance with the Contract.

19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

19.3 Payments shall be made promptly by the Purchaser, within (30) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate **specified in the SCLPO**.

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **specified in SCLPO** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.

19.5 All payments shall be made in the currency or currencies **specified in the SCLPO** pursuant to GCLPO 19.4

20. Prices

20.1 The contract price shall be as specified in the Form of Contract signed between Purchaser and Supplier subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the

exception of any price adjustments **authorized in SCLPO.**

21	Change Orders	21.1	<p>The Purchaser may at any time, by a written order given to the Supplier pursuant to GCLPO Clause 22 make changes within the general scope of the Contract any one or more of the following:</p> <ul style="list-style-type: none">(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;(b) The method of shipment or packing;(c) The place of delivery; and / or(d) The Services to be provided by the Supplier.
		21.2	<p>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, 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.</p>
		21.3	<p>Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
22.	Contract Amendments	22.1	<p>Subject to GCLPO Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
23.	Assignment	23.1	<p>Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.</p>
24.	Subcontracts	24.1	<p>The Supplier shall notify the Purchaser in writing 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.</p>
		24.2	<p>Subcontracts must comply with the provision of GCLPO Clause 3.</p>

25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing 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.
		25.3	Except as provided under GCLPO Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCLPO Clause 26, unless an extension of time is agreed upon pursuant to GCLPO Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCLPO Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Local Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCLPO of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCLPO . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCLPO Clause 27.
27.	Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: <ul style="list-style-type: none"> a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Local Purchase Order, or within any extension thereof

granted by the Purchaser pursuant to GCC Clause 25; or

- b) The Supplier fails to perform any other obligation(s) under the Contract;

28.0 Force Majeure

- 28.1 Notwithstanding the provisions of GCC 25, 26, and 27, 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.
- 28.2 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.
- 28.3 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.

29.0 Termination for Insolvency

- 29.1 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.

30.0 Termination for Convenience

- 30.1 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.
- 30.2 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:
- and prices;
- (a) to have any portion completed delivered at the Contract terms 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.
- 30.3 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.
- 30.4 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.

31.0 Disputes

- 31.1 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**.

- 31.2 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.
- 31.3 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.
- 31.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

32.0 Procedure for Disputes

32.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.

32.2 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.

32.3 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.

32.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the **SCC**.

33.0 Replacement of Adjudicator

33.1 Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.

34.0 Limitation of Liability

34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,

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

(b) The aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

35.0 Notices

35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.

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

36.0 Taxes and Duties

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

36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

SPECIAL CONDITIONS OF THE LOCAL PURCHASE ORDER

Special Conditions of the Local Purchase Order

The following Special Conditions for Local Purchase Order shall supplement the General Conditions of the Local Purchase Order. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Local Purchase Order. The corresponding clause number of the GCLPO is indicated in parentheses.

[Instructions for completing the Special Conditions of the Local Purchase Order are provided, as needed, in the notes in italics mentioned for the relevant SCLPO. Where sample provisions are furnished, they are only illustrative; purchasers shall draft specific provisions for each procurement.]

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
	Definitions (GCLPO Clause 1)	
1.	1.1(i)	The Purchaser is: TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 9522 DAR ES SALAAM
2.	1.1(j)	The Supplier :
3.	1.1(k)	The Project Name: Supply Of Painting Materials For The Proposed Constructions Of Classroom Block, Library And Computer Laboratory, Semi-Detached Staff House And Two Hostels For Male And Female At Mjimwema Mtwara Campus
4.	1.1(O)	Standing offer, Term of Framework agreement: 2022/2023
	Nature of Contract and Governing Language (GCLPO Clause 3 and 4)	
5.	4.1	The Governing Language shall be: ENGLISH
	Applicable Law (GCLPO Clause 5)	
6.	5.1	The Applicable Law shall be: Laws of the UNITED REPUBLIC OF TANZANIA
	Country of Origin (GCLPO Clause 6)	
7.	6.1	Country of Origin is: TANZANIA
	Performance Security (GCLPO Clause 10)	
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: NOT APPLICABLE.
9.	10.4	After delivery and acceptance of the goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCLPO 18.2: NOT APPLICABLE
	Review Meetings, Reports, Inspections and Tests (GCLPO Clause 11)	

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
10.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by Inspection agent which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract: NOT APPLICABLE</p>
	Packing (GCLPO Clause 12)	
11.	12.2	<p>The following SCLPO shall supplement GCLPO Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification NOT APPLICABLE</p>
	Delivery and Documents (GCLPO Clause 13)	
12.	13.4, 13.6	For Goods supplied from abroad: NOT APPLICABLE.
		<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 Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. NOT APPLICABLE. <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. NOT APPLICABLE.</p>
	Insurance (GCLPO Clause 14)	

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
13.	14.1	The Insurance shall be in an amount equal to 10 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes: NOT APPLICABLE
	Incidental Services (GCLPO Clause 16)	
14.	16.1	Incidental services to be provided are: NOT APPLICABLE
15.	17.1	Additional spare parts requirements are: NOT APPLICABLE
	Warranty (GCLPO Clause 18)	
16.	18.2	Warrant shall remain valid for twelve months after the goods have been delivered and accepted: NOT APPLICABLE
17.	18.4& 18.5	The period for correction of defects in the warranty period is: NOT APPLICABLE
	Payment (GCLPO Clause 19)	
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: NOT APPLICABLE.
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: NOT APPLICABLE. (ii) On Delivery: NOT APPLICABLE (iii) On Acceptance: On Acceptance 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 Procuring Entity.
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: NOT APPLICABLE
	Prices (GCLPO Clause 20)	
20.	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in SSCO: APPLICABLE
	Liquidated Damages (GCLPO Clause 26)	
21.	26.1	Applicable rate: 0.1 per cent per day of undelivered Services.

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		Maximum deduction is equal to 10% of Contract amount : APPLICABLE
		Procedures for Disputes (GCLPO Clause 32)
22.	32.2	Rate of the Adjudicator fees shall be: AGREED BETWEEN PURCHASER AND SUPPLIER.
23.	32.3	Arbitration institution shall be: TANZANIA INSTITUTE OF ARBITRATORS Place for carrying out Arbitration: DAR ES SALAAM
24.	33.1	Appointing Authority for the Adjudicator: TANZANIA CHAMBER OF COMMERCE,INDUSTRY AND AGRICULTURE (TCCIA)
		Notices (GCLPO Clause 35)
25.	35.1	Procuring Entity's address for notice purposes: CHIEF EXECUTIVE OFFICER TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 9522 DAR ES SALAAM, TANZANIA TEL: 022280717 FAX: 0736502630 E-MAIL: tia@ tia.ac.tz Supplier's address for notice purposes:

SPECIAL POWER OF ATTORNEY

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.....
.....ofday 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

BEFORE ME:

.....
COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said

[*Insert name of donee*] Identified to me

by [***insert name***]

}

The latter known to me personally

This [*insert date, month and year*],

.....

DONEE

BEFORE ME

.....

COMMISSIONER FOR OATHS

QUOTATION SUBMISSION FORM

.....[date]

To: [insert full address of Procuring Entity (PE)]

We offer to provide the [insert description of service and Quotation No.] in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of [insert amount in words, figures and currency].

We also offer to complete the said services within a period of [insert period] that includes mobilization period.

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 Quotation, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation 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:

Name of Tenderer:

FORM OF INTEGRITY

UNDERTAKING BY SERVICE PROVIDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

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 Supplier/Service Providers.

(*Name of the Authorized Person*)

Signature

Date

Company stamp/seal

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

