

# VOCATIONAL EDUCATION AND TRAINING AUTHORITY



## THE CONTRACT (LOCAL PURCHASE ORDER-LPO)

TENDER NO: PA/024/2021/2022/HQ/G/25

FOR

SUPPLY OF MATTRESSES FOR 25 DVTCs

BETWEEN

VOCATIONAL EDUCATION AND TRAINING AUTHORITY (VETA)

AND

M/s. VITA FOAM (T) LIMITED

MARCH, 2022

*Handwritten initials*

*Handwritten initials*

**MANAGING DIRECTOR,  
M/s. VITA FOAM (T) LIMITED,  
P.O Box 5686,  
DAR ES SALAAM.**

Your quotation reference PA/024/2020/2021/HQ/G/25 dated 05<sup>th</sup> February, 2022 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

**TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:**

1. **Contract Sum:** The Contract Sum is TZS. 376,199,991.36 (Three Hundred Seventy Six Million One Hundred Ninety Nine Thousand Nine Hundred Ninety One Shillings and Thirty Six Cents) - VAT Inclusive.
2. **Delivery Period:** The goods are to be delivered **within Twenty One (21) days** from the date of LPO which shall be offered by Client.
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 **14 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 respective delivery points as per schedule of requirements.

**Contact Person:** Notices, enquiries and documentation should be addressed to  
**HEAD OF PROCUREMENT MANAGEMENT UNIT, VETA HEAD OFFICE, PO.BOX 802, DODOMA, 0769-438-498 & witness.mgimba@veta.go.tz**

5. **Payment to manufacturer:**  
Payment will be made within **30 days** on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:
  - An original Invoice;





- A delivery note evidencing dispatch of the goods;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order;
- Electronic Fiscal Device (EFD) receipt.

6. The following documents form part of this Contract(LPO):
- The Form of Agreement;
  - The Special Conditions of Contract;
  - The General Conditions of Contract;
  - The Supplier`s Letter of Acceptance;
  - The Technical Specifications;
  - The Form of Tender and the Price Schedule submitted by the Tenderer;
  - The Schedule of Requirements;

WITNESS WHEREOF, the parties there to have caused this Agreement to be executed in accordance with their respective Laws the day and the year first above written.

Signed and delivery for and on behalf of the Client (Vocational Education Training Authority, P.O Box 802, Dodoma, Tanzania).

For: Vocational Education and Training Authority

Name: ANTHONY M. KASORE

Signature: 

Designation: AG. DIRECTOR GENERAL

Date: 22/03/2022

In the presence of Director General Vocational Education & Training Authority

Name: DORAH J. MWETA


Signature: 

Designation: SENIOR LEGAL OFFICER

Date: 22<sup>nd</sup> MARCH 2022

For: M/s VITA Foam (T) Limited


Name: PRATEEK CHANDALIYA


Signature: 

Designation: DIRECTOR

Date: 22<sup>nd</sup> MARCH 2022

In the presence of

Name: 

Signature: 

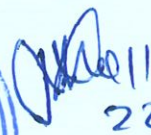
Designation: Director

Date: 22/3/22







 22/03/2022

PC 

**b) Special Conditions of Contract (SCC)**

Daw

3

pc SA

## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the GCC for LPO. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Purchaser is: <b>Vocational Education and Training Authority (VETA).</b> <b>Address: The Director General,</b> <b>Vocational Education and Training Authority (VETA), P.O.Box 802, Dodoma.</b>
2.	1.1	The Supplier is: <b>M/s. VITA FOAM (T) LIMITED,</b> <b>P.O BOX 5686,</b> <b><u>Dar es salaam.</u></b>
3.	1.1	The Project is: <b>SUPPLY OF MATTRESSES FOR 25 DVTCs.</b>
<b>Performance Security (GCC 6)</b>		
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>10% of the contract price in form of a bank guarantee from reputable local banks.</b>
5.	6.4	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 GCC 14.1.
<b>Inspection and Test (GCC 7)</b>		
6.	7.3	For inspected or tested goods which fail to conform to the Specifications stipulated, the Purchaser shall reject that goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser within <b>14 days.</b>  The supplier shall be required to remove all rejected items from the clients premises <b>within seven (7) days</b> from the date of the notice and failure to comply with that the client shall be free from any liability of the rejected items.
<b>Packing (GCC 8)</b>		
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification.
<b>Delivery and Documents (GCC 9)</b>		
7.	9.1	For Goods supplied from abroad: <b>Not applicable</b>

*thw*

*RE SA*

8.	9.1	<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <p>(i.) one original of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p>
		<p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p>
		<b>Insurance (GCC 10)</b>
9.	10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
		<b>Incidental Services (GCC 12)</b>
10.	12.1	Incidental services to be provided are: <b>Not applicable</b>
		<b>Warranty (GCC 14)</b>
11.	14.1	<p>The warranty period shall be 6 Months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
12.	14.6	The period for correction of defects in the warranty period is: <b>within</b>

		<b>Fourteen (14) days from the day of receiving a claim of Defects.</b>
<b>Payment (GCC 15)</b>		
13.	15.1	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: <b>Not applicable</b>
		<b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b>  Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:  (i) Advance Payment: <b>Not applicable.</b>  (ii) On Acceptance: <b>Shall be 100%.</b>
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be <b>0.001% per day of the invoice value.</b>
<b>Prices (GCC 16)</b>		
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC: <b>Not applicable</b>
<b>Spare Parts (GCC 17)</b>		
16.	17.1	Additional spare parts requirements are: <b>Not applicable</b>
<b>Liquidated Damages (GCC 22)</b>		
17.	22.1	Applicable rate: <b>0.2 percent of the contract value per day of delayed Materials or goods.</b>
<b>Procedure for Dispute Resolution (GCC 27)</b>		
18.	27.1	Appointing Authority for the Adjudicator shall be <b>Tanzania Institute of Arbitrators.</b>
19.	27.2	Arbitration institution shall be <b>Tanzania Institute of Arbitrators</b>  Time to refer dispute to arbitration: <b>14 days from date of adjudicators' decision.</b>  Place for carrying out Arbitration <b>Tanzania -Dodoma</b>
<b>Governing Language (GCC 29)</b>		
20.	29.1	The Governing Language shall be: <b>English language</b>

	<b>Applicable Law (GCC 30)</b>
--	--------------------------------

<b>Applicable Law (GCC 30)</b>	
30.1	The Applicable Law shall be: <b>Laws of Tanzania</b>
<b>Notices (GCC 31)</b>	
31.1	<p>i) PE's address for notice purposes:  <b>The Director General,</b>  <b>Vocational Education and Training Authority (VETA),</b>  <b>P.O. Box 802,</b>  <u><b>Dodoma.</b></u></p> <p>ii) Supplier's address for notice purposes:  <b>M/s. VITA FOAM (T) LIMITED,</b>  <b>P.O Box 5686,</b>  <u><b>Dar es salaam.</b></u></p>

*Handwritten mark*

*pc*

*Handwritten signature*



c) The General Conditions of Contract (GCC) for L PO

PLW

RE

SF

## 1.0 Definitions

1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

"The Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

"The Purchaser" means the Government Entity purchasing the Goods, as named in the SCC.

"The Supplier" means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the PE.

## 2.0 Eligibility

2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.3 For purposes of this GCC, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.4 The origin of Goods is distinct from the nationality of the Supplier.

BEW

PE SF

### 3.0 Standards

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

### 4.0 Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

### 5.0 Patent Rights

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

### 6.0 Performance Security

6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; 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 as specified in the SCC.

## 7.0 Inspections and Tests

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

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

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

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

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

## 8.0 Packing

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

## 9.0 Delivery and Documents

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC and LPO.
- 9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 9.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## 10.0 Insurance

- 10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

## 11.0 Transportation

HW

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

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

## 12.0 Incidental Services

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

## 13.0 Spare Parts

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

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

## 14.0 Warranty

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the SCC and LPO. 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.

*JBW*

*SA*  
*PC*

- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the SCC and LPO after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the SCC and LPO, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### 15.0 Payment

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

#### 16.0 Prices

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

## 17.0 Change Orders

- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) methods of shipment, packing, construction or performance;
  - (c) the place of delivery; and/or
  - (d) Incidental services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## 18.0 Contract Amendments

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

## 19.0 Assignment

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

## 20.0 Sub-contracts

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

BW

SL

PC



## 21.0 Delays in the Supplier's Performance

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the SCC.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 21.3 Except as provided under GCC 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages.

## 22.0 Liquidated Damages

- 22.1 Subject to GCC 24 and if stated in the SCC if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC 23.

## 23.0 Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 21; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

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

For the purpose of this GCC:

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

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

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

#### 24.0 Force Majeure

- 24.1 Notwithstanding the provisions of GCC 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this GCC, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 25.0 Termination for Insolvency

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

## 26.0 Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## 27.0 Settlement of Disputes

27.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual

consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

27.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

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

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

27.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

## 28.0 Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC5,

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

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

## 29.0 Governing Language

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

BSW

SA  
PC

**30.0 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania as specified in the SCC.

**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 SCC.

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.

UBJ

SA

PC

**d) The Suppliers Letter of Acceptance**

EW

SA ✓

PE



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY  
VOCATIONAL EDUCATION AND TRAINING  
AUTHORITY



In reply please quote:

Ref. No. VETA/B.95/Vol. XXI/159

11<sup>th</sup> March, 2022

Managing Director,  
M/S. VITA Foam (T) Limited,  
P. O. Box 5686,  
**DAR ES SALAAM.**

Re: NOTICE OF ACCEPTANCE OF TENDER.

Sub: TENDER NO. PA/024/2021/2022/HQ/G/25 - SUPPLY OF FOAM MATTRESSES FOR 25DVTCs.

Please refer to the above heading.

- Following the notice of intention to award of contract dated 28<sup>th</sup> February, 2022 for Tender No.PA/024/2021/2022/HQ/G/25 - Supply of foam mattresses for 25DVTCs, for all lots at a total amount of TZS. 376,199,991.36 (Three Hundred Seventy Six Million One Hundred Ninety Nine Thousand Nine Hundred Ninety One Shillings and Thirty Six Cents) - VAT Inclusive, as modified in accordance with the instructions to tenders. is hereby accepted by us.
- The notice of acceptance of the tender is in accordance with Public Procurement Act No.7 of 2011 Section 60(5) (As amended in 2016)
- Upon receipt of this letter, you are requested to confirm acceptance of the offer. Further, be informed that, after you have returned the attached draft contract, the parties to the contract shall sign the vetted contract within fourteen (14) working days.
- According to the General Condition of Contract (GCC) Clause 10.1 and Instructions to tenderers (ITT) Clause 42.1, you are required to submit Performance Security as stated in Special Conditions of Contract (SCC) Clause 10.1, not later than 24<sup>th</sup> March, 2022. The performance bond shall be valid for not less than four (4) months.
- We hereby confirm Tanzania Institute of Arbitrators, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with GCC 27.
- Thank you for your cooperation.

  
Dr. Pancras M.S. Bujulu  
**DIRECTOR GENERAL**

*BN*

*SA*

*PC*

Copy to

- PPRA
- GAMD
- CAG
- TRA
- OFFICE OF ATTORNEY GENERAL
- INTERNAL AUDITOR GENERAL

*HW*

*SA*

*PL*





**VITA FOAM**

*For the REST of your life.*

ISO 9001:2015 certified

*Manufacturers of all kinds of mattresses and distributor of medical supplies and textile goods*

Date: 16<sup>th</sup> March, 2022

Ref: VFL/VETA/05/-3-22

To,  
The Director General,  
Vocational Education and Training Authority,  
P.O Box 802,  
Dodoma,  
Tanzania

**RE: TENDER NO PA/024/2021/2022/HQ/G/25 – SUPPLY OF FOAM MATTRESSES FOR 25 DVTC's – NOTICE OF ACCEPTANCE OF TENDER**

Reference is made to your letter dated 11<sup>th</sup> March, 2022 vide reference number VETA/B.95/Vol.XXI/159

We hereby acknowledge the contents in your letter and confirm acceptance of the offer of the above-mentioned tender.

Thanking you in advance.

Yours sincerely,  
**For Vita Foam (T) Ltd**

  
Prateek Chandaliya  
Director

**Vita/rana**<sup>®</sup>  
Magaduro ya UHAKUNA 23 Dunaliya

**Vitasupreme**<sup>®</sup>  
Top of the range foam mattress 20 Dunaliya

**Vita/rana+**<sup>®</sup>  
Arthroponal (medical) mattress

**VITASpring Everflex**<sup>®</sup>  
A Luxurious pocket spring mattress

**VITASpring Duraflex**<sup>®</sup>  
A Luxurious Bonnet Spring mattress

**VITA the best**<sup>®</sup>  
An elegant complete bed set

111B, Mwakalinga Road, Chan'gombe, behind Konyagi, P.O. Box 5686, Dar es Salaam, Tanzania

Tel: +255 22 2865957, 2860747, 2860955, Fax: +255 22 2865231

Email: info@vitafoamtz.com, Website: www.vitafoamtz.com

## e) The Technical Specifications

TECHNICAL SPECIFICATIONS OF FOAM MATTRESSES FOR 25 DVTCs

S/N	ITEM NAME	MINIMUM TECHNICAL SPECIFICATIONS
1	MATTRESSES	Size: 3 Feet X 6 Feet X 6 Inches, Density range: 1.5lb/ft <sup>3</sup> to 8lb/ft <sup>3</sup> , With Hard Cover and Flexible Highly Tear Resistant

*Handwritten mark*

*Handwritten initials: PC and SA*

**f) The Form of Tender and the Price Schedule Submitted by the Tenderer.**

*SW*

*pc* *SL*

## Quotation Submission Form

Date: 05<sup>th</sup> February, 2022

To,  
The Director General,  
Vocational Education and Training Authority – (VETA),  
P.O Box 802,  
Dodoma,  
Tanzania

We agree to supply the goods as specified in the schedule of requirement and prices of the quotation no **PA/024/2021-2022/HQ/G/25 for the supply of foam mattresses for 25 DVTC's** in accordance with the conditions of contract accompanying this bid for the contract price of **TZS 376,200,000/- Three Hundred and Seventy Six Million Two Hundred Thousand Only** in Tanzanian shillings.

We also offer to deliver the said goods within the period of 21 days as specified in the Local Purchase Order, Special Conditions of Contract 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 agree to abide by this tender for the Tender Validity Period specified in ITT 6, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

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

We declare 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: Mr Prateek Chandaliya - Director

Date: 05<sup>th</sup> day of February, 2022

Name of Tenderer: Vita Foam (T) Ltd.

Address: P.O Box 5686, Dar Es Salaam, Tanzania



*[Handwritten mark]*

*[Handwritten initials]*

**SCHEDULE OF REQUIREMENTS AND PRICES FOR MATTRESSES**

**Tender No: PA/024/2021/22/HQ/G/25**

Item	Description of Goods	Area of Location and District	Qty	Units	Rate (TZS)	Amount (TZS)	Warranty Period/Good life
1	Mattress 3ft x 6ft x 6 inches	Orbomba-Ortapes-LONGIDO	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
2	Mattress 3ft x 6ft x 6 inches	Makuyuni-Makuyuni-MONDULI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
3	Mattress 3ft x 6ft x 6 inches	Bahi-Bahi Sokoni-BAHI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
4	Mattress 3ft x 6ft x 6 inches	Goima-Chemba-CHEMBA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
5	Mattress 3ft x 6ft x 6 inches	Buhigwe	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
6	Mattress 3ft x 6ft x 6 inches	Pawaga-Mbuyuni-RINGA VUJINI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
7	Mattress 3ft x 6ft x 6 inches	Nguruka-Luguru-LVINZA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
8	Mattress 3ft x 6ft x 6 inches	Makongoro-Bisaye-BUTIAMA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
9	Mattress 3ft x 6ft x 6 inches	Mbugani-Mbugani-CHUNYA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
10	Mattress 3ft x 6ft x 6 inches	Rujewa-Mwakaganga-MBARALI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs

*[Handwritten signature]*

*[Handwritten signature]*  
21

11	Mattress 3ft x 6ft x 6 inches	Mwaya-Chikwera-ULANGA	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
12	Mattress 3ft x 6ft x 6 inches	Chikundi-Msigalila-MASASI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
13	Mattress 3ft x 6ft x 6 inches	Ngudi-Kiyaboya-KWIMBA	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
14	Mattress 3ft x 6ft x 6 inches	Munbuga-Muhula-UKEREMWE	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
15	Mattress 3ft x 6ft x 6 inches	Kaskazini-Dangoni-MAFIA	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
16	Mattress 3ft x 6ft x 6 inches	Mikongo-Nyanda-RUFUJI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
17	Mattress 3ft x 6ft x 6 inches	Uchungu-Igunga-KISHAPU	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
18	Mattress 3ft x 6ft x 6 inches	Uyahati-Muungano-IKUNGI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
19	Mattress 3ft x 6ft x 6 inches	Igunga-Nkokoto-IGUNGA	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
20	Mattress 3ft x 6ft x 6 inches	Isikizye-Idete-LYUJI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
21	Mattress 3ft x 6ft x 6 inches	Kwekivu-Kvamwande-KILINDI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
22	Mattress 3ft x 6ft x 6 inches	Manyuzi-Lusanga-KOROGWE	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
23	Mattress 3ft x 6ft x 6 inches	Mkinga-Parungu-Kasera-MKINGA	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
24	Mattress 3ft x 6ft x 6 inches	Mikunguni-Statabu-PANGANI	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
25	Mattress 3ft x 6ft x 6 inches	Lwanda-i-Mlola-LUSHOTO	Pos	144	88,559.32	12,752,542.37	1yrs/5yrs
Total Amount for Supply of goods excluding VAT						318,813,559.32	

M

21

Total Amount for Supply of goods (including VAT) - Goods to be supplied and delivered at specific VETA locations in various districts.		VAT 18%	57,386,440.68
Total Amount (in Words)		Three Hundred and Seventy Six Million Two Hundred Thousand Only	
The Delivery Period Offered is:		Within 21 days from date of LPO	

Name PRATEEK CHANDALIYA In the capacity of

Signature of Bidder \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of VITA FOAM (I) LTD

Dated on 05th day of Feb 2022

Our Network Strength:

**Infrastructure:** Vita Foam has a very good set up of its manufacturing and business activities on a 8000 square meter area with a modern builtup area of 5000 sqm. The Company has a second manufacturing facility at Mwanza, Plot no 45 & 46, Nyakato to cater Lake region demands and has recently completed and commissioned a third mega plant on an areas of 5 acres in Kibaha, Coast Region

**Distribution and Coverage:** We have our 15 own branches nationwide in Dar es Salaam (5 branches), Arusha, Mwanza, Mbeya, Dodoma, Iringa, Tanga, Kahama, Bukoba, Shinyanga, Tabora to market and distribute its products apart from strong dealer base. It's products are easily available.



DIRECTOR

*Handwritten mark*

*Handwritten initials*



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY

VOCATIONAL EDUCATION AND TRAINING  
AUTHORITY



In reply please quote  
Ref.No. VETA/B.95/VOL. XX1/118

22<sup>nd</sup> February, 2022

MANAGING DIRECTOR  
M/S. VITA FOAM (T) LIMITED,  
P.O. BOX 5686,  
DAR ES SALAAM.

RE: TENDER NO. PA/024/2021/2022/HQ/G/25 FOR THE SUPPLY FOAM  
MATTRESSES FOR FOR 25 DVTCs

**Sub: Correction of Arithmetic Errors.**

Kindly refer to the above captioned subject matter.

2. The evaluation exercise for the above Tender is in progress. The corrections of arithmetic errors for the above mentioned tender has been carried out and have changed your tender sum from TZS. 376,200,000.00 to TZS. 376,199,991.36 (VAT Inclusive).
3. You are hereby requested to accept the correction of errors so that the evaluation exercise can be concluded.
4. Your response should reach us not later than 23<sup>rd</sup> February, 2022.

**CHRISTOPHER . C. MSIGWA**  
For: DIRECTOR GENERAL

**CORRECTION OF ARITHMETIC ERROR- VITAFOAM**

SIN	DESCRIPTION OF ITEM	UNIT	QTY	DISTRICT LOCATION OF VETA	APPROXIMATION OF DISTANCE IN KM FROM District Quarters	RATE -TZS	AMOUNT
1	MATRESSES - 3FTX6FTX6 Inches	PC	144	LONGIDO	6	88,559.32	12,752,542.08
2	MATRESSES - 3FTX6FTX6 Inches	PC	144	MONDULI	80	88,559.32	12,752,542.08
3	MATRESSES - 3FTX6FTX6 Inches	PC	144	BAHI	7	88,559.32	12,752,542.08
4	MATRESSES - 3FTX6FTX6 Inches	PC	144	CHEMBA	1	88,559.32	12,752,542.08
5	MATRESSES - 3FTX6FTX6 Inches	PC	144	BUHIGWE	7	88,559.32	12,752,542.08
6	MATRESSES - 3FTX6FTX6 Inches	PC	144	IRINGA -VIJUNJI	90	88,559.32	12,752,542.08
7	MATRESSES - 3FTX6FTX6 Inches	PC	144	UVINZA	1	88,559.32	12,752,542.08
8	MATRESSES - 3FTX6FTX6 Inches	PC	144	BUTIAMA	15	88,559.32	12,752,542.08
9	MATRESSES - 3FTX6FTX6 Inches	PC	144	CHUNYA	12	88,559.32	12,752,542.08
10	MATRESSES - 3FTX6FTX6 Inches	PC	144	MBARALI	10	88,559.32	12,752,542.08
11	MATRESSES - 3FTX6FTX6 Inches	PC	144	ULANGA	45	88,559.32	12,752,542.08
12	MATRESSES - 3FTX6FTX6 Inches	PC	144	MASASI	30	88,559.32	12,752,542.08
13	MATRESSES - 3FTX6FTX6 Inches	PC	144	KWIMBA	15	88,559.32	12,752,542.08
14	MATRESSES - 3FTX6FTX6 Inches	PC	144	UKEREWE	15	88,559.32	12,752,542.08
15	MATRESSES - 3FTX6FTX6 Inches	PC	144	MAFIA	20	88,559.32	12,752,542.08
16	MATRESSES - 3FTX6FTX6 Inches	PC	144	RUFUJI	15	88,559.32	12,752,542.08
17	MATRESSES - 3FTX6FTX6 Inches	PC	144	KISHAPU	15	88,559.32	12,752,542.08
18	MATRESSES - 3FTX6FTX6 Inches	PC	144	KUNGI	15	88,559.32	12,752,542.08

88

12

12

19	MATRESSES - 3FTX6FTX6 Inches	PC	144	IGUNGA	7	88,559.32	12,752,542.08
20	MATRESSES - 3FTX6FTX6 Inches	PC	144	UYUI	5	88,559.32	12,752,542.08
21	MATRESSES - 3FTX6FTX6 Inches	PC	144	K.LINDI	50	88,559.32	12,752,542.08
22	MATRESSES - 3FTX6FTX6 Inches	PC	144	KOROGWE	20	88,559.32	12,752,542.08
23	MATRESSES - 3FTX6FTX6 Inches	PC	144	MKANGA	3	88,559.32	12,752,542.08
24	MATRESSES - 3FTX6FTX6 Inches	PC	144	PANGANI	3	88,559.32	12,752,542.08
25	MATRESSES - 3FTX6FTX6 Inches	PC	144	LUSHOTO	2	88,559.32	12,752,542.08
Total Amount for Supply of Goods excluding VAT							318,813,552.00
Add. VAT (18%)							57,386,439.36
Total Amount for Supply of Goods (including VAT).							376,199,991.36
Goods to be Supplied and Delivered at Specific VETA Location in Various Districts.							376,200,000.00
Bidder's Quoted amount (including VAT)							8.64
Difference							

25

21

PC



**VITA FOAM**

*For the REST of your life*

ISO 9001:2015 certified

Manufacturers of all kinds of mattresses and distributor of medical supplies and textile goods

Date: 23<sup>rd</sup> Feb, 2022

Ref: VFL/VETA/05/02-22

To,  
The Director General,  
Vocational Education and Training Authority,  
P.O Box 802,  
Dodoma,  
Tanzania

**RE: TENDER NO PA/024/2021/2022/HQ/G/25 FOR THE SUPPLY OF FOAM MATTRESSES FOR 25 DVTC's – CORRECTION OF ARITHMETIC ERRORS**

Reference is made to your letter dated 22<sup>nd</sup> February, 2022 vide reference VETA/B.95/VOL.XX1/118

We accept the correction of arithmetic errors of above mentioned tender, from sum of TZS 376,200,000/- to sum of TZS 376,199,991.36 VAT inclusive.

Yours sincerely,  
For Vita Foam (T) Ltd

  
Prateek Chandaliya  
Director

**VITA *lana***<sup>®</sup>  
Magodoro ya UHAKIKA - 23 Density

**VITASUPREME**<sup>®</sup>  
Top of the range foam mattress-20 Density

**VITA *RELIEF***<sup>®</sup>  
An orthopaedic (medical) mattress

**VITASPRING EVERFLEX**<sup>®</sup>  
A Luxurious pocket Spring mattress

**VITASPRING *Decorative***<sup>®</sup>  
A Luxurious bonnell Spring mattress

**VITA Beds**<sup>®</sup>  
An elegant companion

111B, Mwakalinga Road, Chan'gombe, behind Konyagi, P.O. Box 5686, Dar es Salaam, Tanzania

Tel: +255 22 2865957, 2860747, 2860955, Fax: +255 22 2865231

Email: [info@vitafoamtz.com](mailto:info@vitafoamtz.com), Website: [www.vitafoamtz.com](http://www.vitafoamtz.com)

## **g) The Schedule of Requirements**

**SCHEDULE OF REQUIREMENTS AND PRICES FOR MATTRESSES**

Order No: PA/024/2021/22/HQ/G/25

Sl. No	Description of Goods	Area of Location and District	Qty	Units	Rate (TZS)	Amount (TZS)	Warranty Period/Good life
1	Mattress 3ft x 6ft x 6 inches	Orbomba-Ortepes-LONGIDO	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
	Mattress 3ft x 6ft x 6 inches	Makuyuni-Makuyuni-MONDULI	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
3	Mattress 3ft x 6ft x 6 inches	Bahi-Bahi Sokoni-BAHI	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
	Mattress 3ft x 6ft x 6 inches	Bolha-Chemba-CH-EMBA	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
5	Mattress 3ft x 6ft x 6 inches	Buhigwa	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
6	Mattress 3ft x 6ft x 6 inches	Pawaga-Mbuyuni-IRINGA VIJIJINI	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
7	Mattress 3ft x 6ft x 6 inches	Nguruka-Lugufu-UVINZA	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
8	Mattress 3ft x 6ft x 6 inches	Makongoro-Bisaya-BUTIAMA	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
	Mattress 3ft x 6ft x 6 inches	Mbugani-Mbugani-CHUNYA	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs
10	Mattress 3ft x 6ft x 6 inches	Rujewa-Mwakaganga-MBARALI	Pcs	144	88,559.32	12,762,542.37	1yr/5yrs

185

SL

PC

11	Mattress 3ft x 6ft x 6 inches	Mwaya-Chikwera-ULANGA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
12	Mattress 3ft x 6ft x 6 inches	Chikundi-Msigalla-MASASI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
13	Mattress 3ft x 6ft x 6 inches	Ngudu-Kliyaboya-KWIMBA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
14	Mattress 3ft x 6ft x 6 inches	Mumbuga-Muhula-UKEREWE	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
15	Mattress 3ft x 6ft x 6 inches	Kaskazini-Dangoni-MAFIA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
16	Mattress 3ft x 6ft x 6 inches	Mkongo-Nyanda-RUFJI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
17	Mattress 3ft x 6ft x 6 inches	Uchungu-Igunga-KISHAPU	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
18	Mattress 3ft x 6ft x 6 inches	Unyahali-Muungano-IKUNGI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
19	Mattress 3ft x 6ft x 6 inches	Igunga-Nkokoto-GUNGA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
20	Mattress 3ft x 6ft x 6 inches	Isi Mzija-Dete-UYU	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
21	Mattress 3ft x 6ft x 6 inches	Kwekivu-Kwamwande-KILINDI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
22	Mattress 3ft x 6ft x 6 inches	Mnyuzi-Lusanga-KOROGWE	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
23	Mattress 3ft x 6ft x 6 inches	Mkinga-Parungu-Kasera-MKINGA	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
24	Mattress 3ft x 6ft x 6 inches	Mikunguni-Slahabu-PANGANI	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
25	Mattress 3ft x 6ft x 6 inches	Lwandal-Miola-LUSHOTO	Pcs	144	88,559.32	12,752,542.37	1yr/5yrs
<b>Total Amount for Supply of goods excluding VAT</b>						<b>318,813,559.32</b>	

RS

SA

PC

Total Amount for Supply of goods (including VAT) - Goods to be supplied and delivered at specific VETA locations in various districts.		VAT 18%	57,386,440.68
			376,200,000.00
Total Amount (in Words)	Three Hundred and Seventy Six Million Two Hundred Thousand Only		
The Delivery Period Offered is:	Within 21 days from date of LPO		

I, RATEEK CHANDALIYA In the capacity of  
 Sign of Bidder \_\_\_\_\_

DIRECTOR



Duly authorized to sign the Bid for and on behalf of VITA FOAM (T) LTD

Dated on 05th day of Feb 2022

**Our Network Strength:**

**Infrastructure:** Vita Foam has a very good set up of its manufacturing and business activities on a 7000 square meter area with a modern builtup area of 6000 sqm. The Company has a second manufacturing facility at Mwanza, Plot no 45 & 46, Nyakato to cater Lake region demands and has recently completed and commissioned a third mega plant on an area of 5 acres in Kibaha, Coast Region

**Distribution and Coverage:** We have our 15 own branches nationwide in Dar es Salaam (5 branches), Mwanza, Mbeya, Dodoma, Iringa, Tanga, Kahama, Bukoba, Shinyanga, Tabora to market and distribute its products apart from strong dealer base. Its products are easily available.

*[Handwritten mark]*

*[Handwritten signature]*

*[Handwritten initials]*



**STANDARD POWER OF ATTORNEY  
TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the 05<sup>th</sup> day of February, 2022, WE the undersigned **M/S VITA FOAM (T) LTD** of Post Office Box Number **5686** Dar es Salaam Tanzania, by virtue of authority conferred to us by the Board Resolution no 02 of 15<sup>th</sup> day of January 2022, do hereby ordain, nominate and appoint **MR. PRATEEK CHANDALIYA** of **M/S VITA FOAM (T) LTD**, 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. **PA/024/2021/22/HQ/G/25** that is to say;

To act for the company and do any other thing or things incidental for **QUOTATION NO. PA/024/2021/22/HQ/G/25 FOR SUPPLY OF FOAM MATTRESSES FOR 25 DVTC's**

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 power or powers shall remain and be of the same force and affect 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 **VITA FOAM (T) LTD** and delivered in the presence of us this 05<sup>th</sup> day of February, 2022

IN WITNESS whereof we have signed this deed on this 05<sup>th</sup> day of February, 2022 at Dar es Salaam for and on behalf of **VITA FOAM (T) LTD**.

SEALED with the common seal  
Of **VITA FOAM (T) LTD**  
this 05<sup>th</sup> Day of February, 2022



BEFORE ME:

  
.....  
**COMMISSIONER FOR OATHS**

**ACKNOWLEDGEMENT**

I **PRATEEK CHANDALIYA** doth hereby acknowledge and accept to be Attorney of the said **M/S VITA FOAM (T) LTD** 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  
**PRATEEK CHANDALIYA** identified to me by  
**Prateek Chandaliya**  
The latter known to me personally  
This 05<sup>th</sup> Day of February, 2022

  
.....  
**DONEE**

BEFORE ME:

  
.....  
**COMMISSIONER FOR OATHS**







