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MINISTRY OF HEALTH.**

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Referral Hospital ,  
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**SUMBAWANGA.**

**Local Purchase Order For  
Procurement of Goods**

Contract No. ME/007/2021/2022/RRH-SBA/W/03

**Supply of Building Materials**

**Macways General Supplies**  
*P.O.Box 149*  
*Sumbawanga*

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



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## 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.
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 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:
- (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
  - (b) A cashier's or certified check.



- 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, Inspections and Tests**
- 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 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 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:
- (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 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.
- 21.3 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.
- 22. Contract Amendments**
- 22.1 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.
- 23. Assignment**
- 23.1 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.
- 24. Subcontracts**
- 24.1 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.
- 24.2 Subcontracts must comply with the provision of GCLPO Clause 3.
- 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:
- 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;



**SECTION V: 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
		<b>Definitions (GCLPO Clause 1)</b>
1.	1.1(i)	The Purchaser is: <b>MINISTRY OF HEALTHY</b>
2.	1.1(j)	The Supplier is: <b>MACWAYS GENERAL SUPPLIER</b>
3.	1.1(k)	The Project Site is: <b>REGIONAL BLOCK</b>
4.	1.1(O)	Standing offer, Term of Framework agreement: <b>2021/2022</b>
		<b>Nature of Contract and Governing Language (GCLPO Clause 3 and 4)</b>
5.	4.1	The Governing Language shall be: <b>ENGLISH</b>
		<b>Applicable Law (GCLPO Clause 5)</b>
6.	5.1	The Applicable Law shall be: Laws of the <b>UNITED REPUBLIC OF TANZANIA</b>
		<b>Country of Origin (GCLPO Clause 6)</b>
7.	6.1	Country of Origin is: <b>APPLICABLE</b>
		<b>Performance Security (GCLPO Clause 10)</b>
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>APPLICABLE AT THE TIME OF PLACING LOCAL PURCHASE ORDER.</b>
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: <b>APPLICABLE</b>



SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
<b>Review Meetings, Reports, Inspections and Tests (GCLPO Clause 11)</b>		
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: <b>APPLICABLE</b></p>
<b>Packing (GCLPO Clause 12)</b>		
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.</p>
<b>Delivery and Documents (GCLPO Clause 13)</b>		
12.	13.4, 13.6	<b>For Goods supplied from abroad: NOT APPLICABLE.</b>
		<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 Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(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.</li> </ul> <p>The above documents shall be received by the Procuring Entity before</p>



SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>Insurance (GCLPO Clause 14)</b>		
13.	14.1	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>APPLICABLE</b>
<b>Incidental Services (GCLPO Clause 16)</b>		
14.	16.1	Incidental services to be provided are: <b>APPLICABLE.</b>
15.	17.1	Additional spare parts requirements are: <b>APPLICABLE.</b>
<b>Warranty (GCLPO Clause 18)</b>		
16.	18.2	Warrant shall remain valid for twelve months after the goods have been delivered and accepted: <b>APPLICABLE</b>
17.	18.4& 18.5	The period for correction of defects in the warranty period is: <b>SEVEN (7) DAYS.</b>
<b>Payment (GCLPO Clause 19)</b>		
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  <b>Payment for Goods supplied from abroad: 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) <b>Advance Payment: NOT APPLICABLE.</b>  (ii) <b>On Delivery: NOT APPLICABLE</b>  (iii) <b>On Acceptance: On Acceptance 100 PERCENT</b> 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.



SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: <b>NOT APPLICABLE</b>
<b>Prices (GCLPO Clause 20)</b>		
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 <b>authorized in SSCO: APPLICABLE</b>
<b>Liquidated Damages (GCLPO Clause 26)</b>		
21.	26.1	Applicable rate: 0.1 - 0.2 per cent per day of undelivered materials/good's value.  Maximum deduction is equal to the performance security: <b>APPLICABLE</b>
<b>Procedures for Disputes (GCLPO Clause 32)</b>		
22.	32.2	Rate of the Adjudicator fees shall be: <b>AGREED BETWEEN PURCHASER AND SUPPLIER.</b>
23.	32.3	Arbitration institution shall be: <b>AGREED BETWEEN PURCHASER AND SUPPLIER.</b>  Place for carrying out Arbitration: <b>TO BE DETERMINED BY PURCHASER AND SUPPLIER.</b>
24.	33.1	Appointing Authority for the Adjudicator: <b>TO BE AGREED BY PURCHASER AND SUPPLIER</b>
<b>Notices (GCLPO Clause 35)</b>		
25.	35.1	Procuring Entity's address for notice purposes:  Government Procurement Services Agency [GPSA] Nyerere Road, Bohari Street, Keko Mwanga, P.o. Box 9150, <b>Dar es Salaam.</b> Tel: +255 22 2861617/ +255 22 2866071 Fax: +255 22 2866072 E-mail: <a href="mailto:ceo@gpsa.go.tz">ceo@gpsa.go.tz</a> Website: <a href="http://www.gpsa.go.tz">www.gpsa.go.tz</a>  Supplier's address for notice purposes:



Schedule of Supplies or Services required

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
							[(6+7)x5]
1.		AGGREGATE ¾ (4.5M³ LORRY)	TRIP	03	380,000		1,140,000
2.		SAND (4.5M³ LORRY)	TRIP	12	70,000		840,000
3.		CEMENT-50KGS	BAGS	322	18500		5,957,000
4.		6'CEMENT & SAND BLOCK	PCS	2900	2300		6,670,000
5.		MORAM-(4.5M³ LORRY)	TRIP	07	70,000		490,000
6.		HARD CORE-(4.5M³ LORRY)	TRIP	04	90,000		360,000
7.		ADRINARIN SOLUTION OR EQUAL AND APROVED	LTR	05	40,000		200,000
8.		AGGREGATES ½(4.5M³	TRIP	03	380,000		1,140,000
9.		REIGNFORCEMENT MM12'	PCS	51	28,000		1,428,000
10.		REIGNFORCEMENT MM 08'	PCS	55	16,000		880,000
11.		BINDING WIRE 1KG	PCS	25	5000		125,000
12.		TIMBER 1X8' (12FEET LOMG) UNTREATED	PCS	40	12500		500,000
13.		TIMBER 2X2' (12 FEET LONG) UNTREATED	PCS	50	6,000		300,000
14.		NAILS 4'	KGS	39	4000		156,000
15.		NAILS 3'	KGS	36	4000		144,000
16.		DPC	ROLL	07	100,000		700,000
17.		SUPPORTING PROPS	PCS	45	5,000		255,000
18.		TIMBER 1X5 (12 FEET LONG) UNTREATED	PCS	10	9,000		90,000
19.		TIMBER 2X3 PURLINS	PCS	40	7,000		280,000
20.		2X4' KING POST AND	PCS	45	9,000		405,000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		STRUSS					
21.		2X6' RAFTER AND TIE BEAM	PCS	60	13,000		780,000
22.		FISCIAL BOARD 1X10 (12 FEET LONG TREATED)	PCS	15	20,000		300,000
23.		NAILS 5'	KGS	20	4,000		80,000
24.		DPM	M <sup>2</sup>	80	19,000		152,000
25.		28 G IT RESINCOTED SHEET	M <sup>2</sup>	150	18,500		2,775,000
26.		HIPS-28 G	PCS	15	17,000		255,000
27.		ROOFING NAIL	PKT	12	12,000		144,000
28.		UPVC 150MM HALF ROUND (6MLONG)-5"	PCS	9	30,000		270,000
29.		UPVC 100MM DIA.DOWN PIPE;CLASS B	PCS	5	27,000		135,000
30.		CLAMP	PCS	20	3,500		70,000
31.		UPVC BEND	PCS	13	10,000		130,000
32.		UPVC ELBOW	PCS	6	8,000		48,000
33.		SCREW AND FISHER	BOX	1	10,000		10,000
34.		GYPSUM BOARD - 12MM THICK	PCS	30	20,000		600,000
35.		PLAIN CORNINCE	PCS	50	5,000		250,000
36.		GPSUM SCREW 12"800 PCS/BOX	BOX	3	9,000		27,000
37.		SCREW 1.25" 800PCS/BOX	BOX	2	15,000		30,000
38.		GYPSUM POWDER	BOX	5	25,000		125,000
39.		FIBRE TAPE	PCS	3	9,000		27,000
40.		TREATED SOFTWOOD TIMBER 2"X 2"	PCS	100	5,000		500,000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
41.		PVC CEILING WITH ITS FITTING	PCS	40	20,000		800,000
42.		900X2100MM HIGH	PCS	8	300,000		2,400,000
43.		800X2100MM HIGH	PCS	3	300,000		900,000
44.		900X 2500MM HIGH FRAME	PCS	8	150,000		1,200,000
45.		800X2500MM HIGH FRAME	PCS	3	150,000		450,000
46.		4MM THICK CLEAR GLASS TO VENTS	M2	3	8000		24000
47.		16MM BUGLAR BARS	PCS	2	32000		64000
48.		BRASH 3"	PCS	2	5000		10000
49.		MSASA NO.80	LM	10	4000		40000
50.		CLEAR VANISH - 4LITRES	TIN	1	8000		8000
51.		TINA FO VANISH - 4LITRES	LITRE	1	10000		10000
52.		MORTICE LOCK THREE LEVER- REF UNION	NO	11	80000		880,000
53.		BRASS HINGER-100MM	PAIR	17.0	5000		85000
54.		BARREL BOLT-150-MM	NO	22	1500		33000
55.		WOOD SCREW	BOX	2	7000		14000
56.		SUPPLY AND FIX ALUMINIUM WINDOWS 2MM THICK FLEM WITH FIBRE GRASS, MOSQUITO GAUZE. -1500X1500MM HIGH	PCS	9	400,000		3,600,000
		-600X600MM HIGH	PCS	3	200,000		600,000
57.		SUPPLY AND FIX 4MM THICK FLAT BAR GRILL PAINTED RED-OXIDE -1500X1500 MM HIGH	PCS	09	200,000		1,800,000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		600X600MM HIGH	PCS	03	100,000		300,000
58.		600X600 NON SLIPPERY PORCELAIN FLOOR TILES	BOX	50	55,000		2,750,000
59.		SKITING (600 LONG; 25 NO/BOX	BOX	05	40,000		200,000
60.		GROUT	PKT	04	5,000		20,000
61.		SPACER	PKT	03	5,000		15,000
62.		WHITE CEMENT 50KGS	BAG	03	35,000		105,000
63.		GYPSUM POWDER	BAG	05	25,000		125,000
64.		SAND PAPER (MSASA) NO.120	0.5	ROLL	32,000		16,000
65.		250X400 WALL TILES TO TOILETS FULL HEIGHT	BOX	50	40,000		2,000,000
66.		EMULSION PAINT-20LTRS	BUCKET	08	40,000		320,000
67.		WEATHER GUARD PAINT- 20 LTRS	BUCKET	02	150,000		300,000
68.		WASHABLE PAINT-20 LTRS	BUCKET	03	150,000		450,000
69.		PRIMER PAINT-20 LTRS	BUCKET	01	150,000		150,000
70.		SOLVENT-5LTRS	TIN	01	25,000		25,000
71.		BRUSH 3'	PCS	02	5,000		10,000
72.		ROLLER	PCS	02	5,000		10,000
73.		GLOSS PAINT-4LTR	TIN	01	22,000		22,000
74.		BITUMEN PAINT 20LTRS	BUCKET	01	150,000		150,000
75.		ALLOW SUM FOR KITCHEN CABINET; HARD WOOD WITH MARBLE TAPS; REFERS ARCHITECTURAL FLOW PLAN	ITEM	01	1,000,000		1,000,000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		DRAWINGS					
76.		SINGLE FLOURESCENT FITTINGS, APPROVED PHILIPS OR EQUAL	NO	04	20,000		80,000
77.		DOUBLE SWITCH SOCKET	NO.	08	10,000		80,000
78.		MAIN SWITCH 12WAY. 3 PH WITH INTEGRAL RCD AS MEM	NO.	01	650,000		650,000
79.		SINGLE CORE WIRE 1.5 SQ MM -RED	ROLL	03	70,000		210,000
80.		SINGLE CORE WIRE 1.5 SQ MM-BLACK	ROLL	02	70,000		140,000
81.		SINGLE CORE WIRE 1.5 SQMM-GREEN	ROLL	02	70,000		140,000
82.		SINGLE CORE WIRE 2.5 SQ MM-RED	ROLL	01	100,000		100,000
83.		SINGLE CORE WIRE 2.5 SQ MM-BLACK	ROLL	01	100,000		100,000
84.		SINGLE CORE WIRE 2.5 SQ MM-GREEN	ROLL	01	100,000		100,000
85.		CEILLING FAN, APPROVED NATIONAL OR EQUAL	PCS	04	100,000		400,000
86.		16MM SQM 4 CORE CABLE	M	20	35,000		700,000
87.		1 GANG 1 WAY SWITCH	NO.	02	3500		7000
88.		2 GANG 2 WAY SWITCH	NO.	07	6500		45500
89.		COOKER CONROL UNIT- 45A	NO.	01	45000		45000
90.		TV SOCKET	NO.	02	25000		50,000
91.		GYPSUM LIGHT COMPLETE WITH ENRGY SAVER 18W	NO.	13	10,000		130,000
92.		EARTH ROD APPROVED COPPER NOT LESS THAN 1200	NO.	01	65000		65000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
93.		EARTH WIRE 4MM SQ	MTR	20	4000		80000
94.		PLASTIC CLIPS	BOX	03	9500		28500
95.		METAL BOX DOUBLE	PCS	09	3000		27000
96.		METAL BOX SINGLE	PCS	09	2000		18000
97.		ROUND COVER	PCS	20	500		10,000
98.		JUNCTION BOX	PCS	30	500		15000
		ELBOW	PCS	25	500		12500
99.		CONDUIT COUPLING	PCS	20	500		10,000
100		4MM <sup>2</sup> SWITCH CABLE	MTR	20	2500		50,000
101		FINE SCREW	PKT	05	5000		25000
102		NIPPLE - 1/2' BRONZE	PCS	20	1500		30,000
103		SHOWER HEAD 1/2' BRONZE	PCS	02	6000		12000
104		IPS PIPE 1/2'	PCS	02	12000		24000
105		ELBOW 1/2' GS	PCS	10	2000		20,000
106		GATE VALVE 1/2' GS PEX	PCS	02	9000		18000
107		UNION 1/2' GS	PCS	02	2000		4000
108		FLOW TRAP 1 1/2'	PCS	02	6000		12000
109		PVC PIPE 1 1/2' CLASS B	PCS	03	20000		60,000
110		ELBOW 1 1/2' PVC	PCS	05	2000		10,000
111		TEE 1 1/2' PVC	PCS	03	1500		4500
112		PLUG 1 1/2' PVC	PCS	04	2000		8000
113		FLEXPBLE PIPE 1/2'	PCS	04	3000		12000
114		ELBOWW 1/2' IPS	PCS	07	2000		14000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
115		NIPPLE- $\frac{1}{2}$ ' IPS	PCS	07	1000		7000
116		SEAL TAPE	PCS	10	5000		50000
117		PVC ELBOW 4'	PCS	02	4000		8000
118		PVC PIPE 4' - CLASS B	PCS	02	50000		100000
119		PVC VENT	PCS	02	2000		4000
120		IPS PIPE $\frac{1}{2}$ '	PCS	04	12000		48000
121		ELBOW $\frac{1}{2}$ ' IPS	PCS	04	2000		8000
122		TEE $\frac{1}{2}$ ' IPS	PCS	08	1000		8000
123		GULLY TRAP 4'	PCS	02	12000		24000
124		NIPPLE- $\frac{1}{2}$ ' IPS	PCS	04	1000		4000
125		TREAD TAP	PCS	07	5000		35000
126		SHOWER ROSE $\frac{1}{2}$ '	PCS	02	12000		24000
127		WC SQUATING COMPLETE WITH P TRAP- ASIAN	PCS	02	150,000		300,000
128		TOILET PAPER HOLDER	PCS	02	10,000		20,000
129		PVC CLAMP-4'	PCS	08	1000		8000
130		HANDS WASH BASIN COMPLETE WITH 6 LEVERS OPERATING FOR ELBOW CONTROL AND ITS ACCESSORIES	PCS	03	180,000		540,000
131		MIRROR	PCS	03	11000		33000
132		SUPPLY AND FIX GALVANISED CHAIN LINK FENCE ON 2500 MM HIGH AND 500 MM CHAMFERED PRE DAST CONCRETE POLES (M/S GRADE 20; INCLUDING	MTR	90	40000		3,600,000



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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		5 ROWS STRAIN WIRE FIXED TO THE CONCRETE POLES AND THREE (3) ROWS OF BERBED WIRES AT THE TOP OF THE CHAMFERED CONCRETE POLES; 300MM THICK X 300MM WIDE PLAIN CONCRETE GRADE 15 (M/S) AT THE BOTTOM					
133		SUPPLY AND FIX PRECAST CONCRETE POST; 150X150X1800MM HIGH CONCRETE GRADE 20' EMBERDED INTO PLAIN INSITU CONCRETE (M/S)	NO	26	40,000		1,040,000
134		STRAINING POSTS	NO	16	45,000		720,000
135		GRILLE DOOR SIZE 3500X2500MM HEIGHT IN TWO EQUAL LEAFs; COMPRISING OF 32X50MMX2MM MILD STEEL HOLLOW SECTION FRAMING AND INTERMEDIATE SECTIONS; IN FILLED WITH 25X25MMX2MM MILD STEEL HOLLOW SECTION; INCLUDING WELDED IN PEDESTAL GATE SIZE 850X2400MM HEIGHT; INCLUDING LOCKING DEVICES AND GATE LOCK; WELDED TO PARTTEN AS ARCHITECT'S	NO.	01	550,000		550,000



S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		DRAWINGS; RED OXIDE PRIMER PAINT AND TWO COATS OF GLOSS PAINT					
136		REINFORCED CONCRETE COLUMN SIZE 300X300X2800 OVERALL HEIGHT INCLUDING 4 NOS 12MM MILD STEEL BARS WITH 8MM MILD STEEL STIRRUPS AT 200MM CENTRES,, 1000X1000X300MM COLUMN BASE INCLUDING 12MM MILD STEEL BAR AT 150MM CENTRES BOTH WAYS IN BOTTOM; COMPLETE WITH FORMWORK, EXCAVATION OF CLUMN BASE PIT; PLASTERING AND WEATHER GUARD PAINT AND SPREAD ON SITE SITE SURPLUS EXCAVATED SOIL, AS PER STRUCTURAL ENGINEER DESIGN.	NO.	01	400,000		400,000
							60,702,000

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above within three working days after the receipt. Please return this document fully completed.

**For Employer**

Name..... Grace Gunzi.....

Signature..... [Signature].....

Title..... Hpmu.....

**Supplier**

Name of Signatory..... [Signature].....

Authorized Signature..... [Signature].....

Title of Signatory..... [Signature].....

**MACHWAYE GENERAL SUPPLY**  
**BOX 145**  
**SUNDBWANGA**



**IN WITNESS** where of the parties here to have caused this Local Purchasing Order for Procurement of Goods to be executed in accordance with their respective laws.  
Signed for and on Behalf of the **Permanent Secretary Ministry of Health**

**(The Employer)**

Signature ..... *SPD*

Name: ..... *Dr. GILBERT G. MONA*

Address: ..... *Box 413,*

..... *SUMBAWANGA*

Position: ..... *Ag. Medic*



**IN PRESENCE OF**

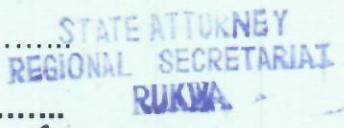
Name of Witness ..... *Paul M. Mwanambwa*

Signature: ..... *[Signature]*

Address: ..... *P.O. Box 128*

..... *S'WANGA*

Qualification: ..... *STATE ATTORNEY - AS*



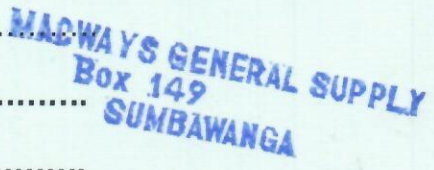
Signed for and on Behalf of: **M/SMACWAYS GENERAL SUPPLIER. (The Supplier)**

Signature: ..... *[Signature]*

Address: ..... *P.O. Box 149*

.....

Position: ..... *Manager*



**IN PRESENCE OF**

Name of Witness: ..... *EDINA JOCIAN*

Signature: ..... *[Signature]*

Address: ..... *149, SUMBAWANGA*

