

JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA MAJI



MAMLAKA YA MAJISAFI NA USAFI WA MAZINGIRA MASWA

Telegrams "MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, Barua pepe: mdmauwasa@maji.go.tz



Kumb. Na. MDWS/Vol. I/217

17/11/2021

Katibu Mkuu  
Wizara ya Maji  
S.L.P 456  
Dodoma

**YAH: KUWASILISHA NYARAKA ZA MAOMBI YA FEDHA SH.503,067,344.00  
MRADI WA MPANGO WA USTAWI WA TAIFA NA MAPAMBANO DHIDI YA  
UVIKO 19 ILI KUBORESHA HUDUMA YA MAJI MASWA MRADI WA MAJI  
WA KITAIFA MASWA.**

Tafadhari husiku na kichwa cha habari tajwa hapo juu.

Mradi wa Maji wa kitaifa Maswa umekamilisha taratibu za Manunuzi na gharama za ujenzi kama ilivyoelekezwa baada ya kupitisha nukuu za bei kwa wazabuni kwa ajili ya kutekeleza mradi wa Mpango wa ustawi wa Taifa na Mapambano dhidi ya UVIKO 19 ili kuboresha huduma ya Maji.

Kwa mchanganuo ufuatao:-

NA	MAELEZO	KIASI (TSHS)
1	GHARAMA ZA VIFAA VYA UJENZI	7,676,844.00
2	GHARAMA ZA MABOMBA NA USAFIRISHAJI	342,133,520.00
3	GHARAMA ZA FUNDI MJENZI	81,405,000.00
4	GHARAMA ZA VIUNGIO VYA MABOMBA	25,498,860.00
5	GHARAMA ZA USIMAMIZI NA UPIMAJI WA VIFAA( SUPERVISION & MATERIAL TEST)	46,353,120.00
3	JUMLA	503,067,344.00

kwa barua hii Mamlaka ya Maji na Usafi wa Mazingira Maswa inaomba kuwasilisha nyaraka zilizotumika kukamilisha taratibu za Manunuzi za awali kama ilivyoelekezwa ikiwa ni pamoja na Mihtasari ya Bodi ya Zabuni, Manunuzi ya Fundi Mjenzi, vifaa vya ujenzi, pamoja na Mkataba wa Fundi Mjenzi na Mikataba ya watoa huduma wa vifaa vitakavyotumika katika utekelezaji wa ujenzi wa mradi.

Naomba kuwasilisha,

Eng. Nandi Mathias

MKURUGENZI MTENDAJI

MRADI WA MAJI WA KITAIFA MASWA

MKURUGENZI MTENDAJI  
MAMLAKA YA MAJISAFI NA  
USAFI WA MAZINGIRA MJINI MASWA  
P.O. Box 185, MASWA



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION**  
**AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



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

**SUPPLY OF PIPE FOR CONSTRUCTION OF WATER EXTENSION  
LINES FOR MASWA WSSA**

**MASWA-WSSA/SMYU/2021/2022/G/12**

**BETWEEN**

**MASWA WATER SUPPLY AND SANITATION AUTHORITY  
(MASWA-WSSA)  
(THE PURCHASER)**

**AND**

**KAHAMA OIL MILLS LTD  
(THE SUPPLIER)**

**Fy-2021-2022**

To: **KAHAMA OIL MILLS LTD**  
**P.O.BOX 253 KAHAMA, SHINYAGA**

Your quotation dated **10 November 2021** 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. **Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
  - (a) Local Purchase Order (LPO);
  - (b) Quotation Submission Form;
  - (c) General Conditions of Contract for LPO;
  - (d) Special Conditions of Contract for LPO;
  - (e) Schedule of requirements and Prices; and
  - (f) Procuring Entity 'Letter of Acceptance
  - (g) Minutes of Negotiation
  
1. **Contract Sum:** The Contract Sum shall be **Tanzanian Shillings** Three Hundred Fort-Two Million One Hundred Thirty Three Thousand Five Hundred Twenty Only. (Tshs.342,133,520.00) VAT INCLUSIVE as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).
  
2. **Commencement of the LPO:** This LPO shall commence immediately after signing by the Parties.
  
3. **Delivery Period:** The goods are to be use after the date of signing this LPO.
  
4. **Delivery point:** The goods shall be delivered at the MASWA -Nyarikungu hill (construction area)
  
5. **Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

**6. Payment to Supplier:**

- (a) Payments shall be made within five (5) days upon completion of satisfactory performance of the contract; and
- (b) The following documentation must be supplied for payments to be made:
  - (i) An original and two copies of an Invoice;
  - (ii) A delivery note evidencing dispatch of the goods;
  - (iii) Acceptance certificate/inspection report signed by a responsible person or committee for certifying satisfactory completion of the order]; and
  - (iv) Electronic Fiscal Device (EFD) receipt.

**7. Payment Modality:**

- (a) **Advance Payment:** 35% of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.
- (b) **On Delivery and Acceptance:** 65% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. Upon submission of the documents specified in GCC 9.

**8. Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:

- (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
- (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within **seven (7)** days; and
- (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

**9. Contact Person:**

Any notices, enquiries and documentation shall be addressed to:

**Managing Director**

Maswa Water Supply and Sanitation Authority (MASWA-WSSA),

P. O. Box 185,

Maswa -Simiyu

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER:

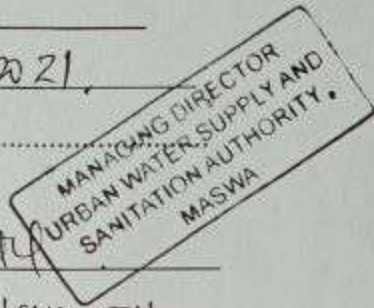
Signature: [Signature]

Name: NANDI MUGANYI

Title: MD

Date: 17/11/2021

Seal: .....



In the presence of:

Signature: [Signature]

Name: JONAS KIMATHI

Title: PROCUREMENT OFFICER

Date: 17/11/2021

FOR AND ON BEHALF OF THE SUPPLIER:

Signature: [Signature]

Name: BRYSON EDWARD BAKEMBO

Title: Manager

Date: 17/11/2021

Seal: .....



In the presence of:

Signature: [Signature]

Name: ALFRED SAUMA LOZA

Title: Sales & Production Engineer

Date: 17/11/2021



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF WATER  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**

Telegrams \*MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, email: [mdmatuwasa@maji.go.tz](mailto:mdmatuwasa@maji.go.tz)



**KHAMA OIL MILLS LTD**  
P.O. Box 253,  
MWANZA

**Date: 16<sup>th</sup> November, 2021**

**RE: QUOTATION NO. MASWA-WSSA/SMYU/2020/2021/G/10 FOR SUPPLY OF PIPES FOR CONSTRUCTION OF WATER EXTENSION LINES FOR MASWA WSSA.**

**SUB: LETTER OF ACCEPTANCE.**

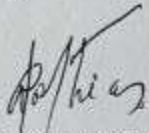
Please refer to the Your quotation dated 10 November 2021 for supply of pipes for construction of water extension lines for Maswa WSSA.

This is to notify that the Authority has accepted your bid for supply of pipes for construction of water extension lines for Maswa WSSA. Quotation number **MASWA-WSSA/SIMIYU /2020/2021/G/10** Amounting to Tanzania shillings Three Hundred Fort-Two Million One Hundred Thirty Three Thousand Five Hundred Twenty Only.

The Contract is being prepared and you are required to sign with the Managing Director of MASWA-WSSA on 17 November 2021.

Kindly acknowledge receipt of this letter in writing at your earliest convenience or submit on the day of signing the contract.

Yours

  
Engineer Nandi Mathias  
**MASWA-WSSA.**

MANAGING DIRECTOR  
URBAN WATER SUPPLY AND  
SANITATION AUTHORITY  
MASWA

*All correspondence should be addressed to the office of Managing Director MASWA WSSA.*



# KAHAMA OIL MILLS LTD

(NDEGESELA GINNERY)

Cotton Ginners, Millers and Exporters

MANUFACTURER OF PVC, POLY PIPE, PLASTIC PRODUCT,

GALVANIZED & PREPAINTED IRON SHEETS, ROUND & SQUARE PIPES

## QUOTATION MASWA-WSSA/SMYU/2020/2021/G/10 FOR SUPPLY OF PIPES

SCHEDULE OF REQUIREMENTS					
S/NO	DESCRIPTION OF GOODS	UNIT OF MEASURE	QUANTITY	RATE	AMOUNT (Tsh)
01.	Poly Pipe HDPE pipe DN 160PN 10 (6" Class C)	M	2,500	36,400	91,000,000.00
02.	Poly Pipe HDPE pipe DN 110PN 10 (4" Class C)	M	6,000	18,440	110,640,000.00
03.	Poly Pipe HDPE pipe DN 63PN 10 (2" Class C)	M	13,000	6,260	81,380,000.00
04.	Poly Pipe HDPE pipe 25PN 10 (3/4" Class C)	M	150	960	144,000.00
05.					
06.					
07.					
08.					
09.					
	<b>TOTAL</b>				<b>283,164,000.00</b>
	<b>VAT 18%</b>				<b>50,969,520.00</b>
	<b>Transport cost</b>				<b>8,000,000.00</b>
	<b>GRAND TOTAL</b>				<b>342,133,520.00</b>
<b>Total amount in TZS (in words):</b>			<b>Three hundred forty two million one hundred thirty three thousand five hundred twenty only VAT Inclusive</b>		
<b>The delivery period is:</b>			<b>TWO weeks from date of LPO</b>		
<b>Delivery Point</b>			<b>MASWA</b>		

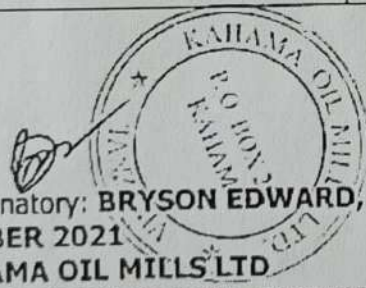
Authorize Signature:

Name and title of signatory: **BRYSON EDWARD, Manager**

Date: **10th NOVEMBER 2021**

Address:

**KAHAMA OIL MILLS LTD  
P.O BOX 253 KAHAMA, SHINYANAGA**



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



## **1.0 Definitions**

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

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

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

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

“The Purchaser” means the Government Entity purchasing the Goods, as named in the 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.

### **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**

- 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.
- 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.

## **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 GCC 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29.0 Governing Language**

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

## **30.0 Applicable Law**

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

**SECTION VII: SPECIAL CONDITIONS OF LPO**

## 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>MASWA WATER SUPPLY AND SANITATION AUTHORITY (MASWA-WSSA).</b>
2.	1.1	The Supplier is: <b>To: KAHAMA OIL MILLS LTD</b>
3.	1.1	The Project is: <b>SUPPLY OF WATER PIPE FOR CONSTRUCTION OF WATER EXTENSION LINES FOR MASWA WSSA</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>N/A</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>NOT APPLICABLE.</b>
		<b>Packing (GCC 8)</b>
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		<b>Delivery and Documents (GCC 9)</b>
7.	9.1	<b>For Goods supplied from abroad:</b>  <b>NOT APPLICABLE</b>
8.	9.1	<b>For Goods from within the United Republic of Tanzania:</b>

		<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</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><i>[Other similar documents should be listed]</i></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>NOT APPLICABLE</b>
	<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 24 hours of operation or 12 months from date of acceptance of the Goods or (15) months from the date of shipment, whichever occurs earlier. 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> <ul style="list-style-type: none"> <li>(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</li> </ul>



		<p>expense and to carry out further performance tests in accordance with SCC 4,</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>7 DAYS.</b>
	<b>Payment (GCC 15)</b>	
13.	15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in N/A</p> <hr/> <p>) [<i>currency of the Contract Price</i>] in the following manner:</p> <p>(i) <b>Advance Payment:</b> 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) <b>On Acceptance:</b> 0 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>

		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment: 35%</b> percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Delivery and Acceptance 65%</b> Percent of the Contract Price shall be paid on receipt and acceptance of the Goods and upon submission of the documents specified in GCC 9.</p>
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert rate]</i> . <b>NOT APPLICABLE.</b>
	<b>Prices (GCC 16)</b>	
		<b>The contract for addition materials may increase by 100%</b>
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  <i>[To be inserted <b>only</b> if price is subject to adjustment.]</i>
	<b>Spare Parts (GCC 17)</b>	
16.	17.1	Additional spare parts requirements are:  Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.
	<b>Liquidated Damages (GCC 22)</b>	
17.	22.1	Applicable rate: <i>[insert rate]</i>  Maximum deduction: is equal to the performance security.

		<i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;</i>
	<b>Procedure for Dispute Resolution (GCC 27)</b>	
18.	27.1	Appointing Authority for the Adjudicator shall be <b>PARTIES</b> . The Adjudicator payment rate per hour: <b>TANZANIA SHILLINGS 150,000.</b>
19.	27.2	Arbitration institution shall be <b>TANZANIA INSTITUTE OF ARBITRATION.</b> Place for carrying out Arbitration shall be <b>DAR ES SALAAM.</b>
	<b>Governing Language (GCC 29)</b>	
20.	29.1	The Governing Language shall be: <b>ENGLISH/KISWAHILI.</b>
	<b>Applicable Law (GCC 30)</b>	
21.	30.1	The Applicable Law shall be: <b>Laws of TANZANIA.</b>
	<b>Notices (GCC 31)</b>	
22.	31.1	(a) PE's address for notice purposes: <b>MASWA WATER SUPPLY AND SANITATION AUTHORITY</b> <b>The Managing Director</b> <b>P.O.BOX 185 Maswa -Simiyu,</b>  (b) Supplier's address for notice purposes: <b>KAHAMA OIL MILLS LTD</b> <b>P.O.BOX 253 KAHAMA , SHINYANGA</b>



# KAHAMA OIL MILLS LTD

(NDEGESELA GINNERY)

Cotton Ginners, Millers and Exporters

MANUFACTURER OF PVC, POLY PIPE, PLASTIC

PRODUCT, GALVANIZED & PREPAINTED IRON SHEETS, ROUND & SQUARE PIPES

TEL: +255 282710658,

FAX: +255 282710657,

Mob : +255 754 780777/755776330/686788215/755513395 ,

E-mail: komgroup@komgroupnet.co.tz

P.O.BOX 253

KAHAMA,

TANZANIA - EAST AFRICA.

## **UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

**(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013**

This company **KAHAMA OIL MILLS LTD** places importance on competitive **QUOTATIONING** taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any

Public officer their relations or business associates, in connection with its **QUOTATION**, or in the subsequent performance of the contract if it is successful.

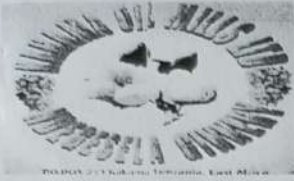
This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company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

Authorized Signature:

Name and Title of Signatory: **BRYSON EDWARD**

Name of QUOTATIONNER: **KAHAMA OIL MILLS LTD**

Address: **P.O BOX 253 KAHAMA, SHINYANAGA**



# KAHAMA OIL MILLS LTD

(NDEGESELA GINNERY)

Cotton Ginners, Millers and Exporters

MANUFACTURER OF PVC, POLY PIPE, PLASTIC

PRODUCT, GALVANIZED & PREPAINTED IRON SHEETS, ROUND & SQUARE PIPES

TEL: +255 282710658,

FAX: +255 282710657,

Mob : +255 754 780777/755776330/686788215/755513395 ,

E-mail: komgroup@komgroupnet.co.tz

P.O.BOX 253

KAHAMA,

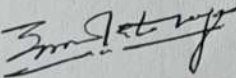
TANZANIA - EAST AFRICA.

## Manufacturer's Authorization Letter

To: **MANAGING DIRECTOR,  
MASWA URBAN WATER SUPPLY AND SANITATION AUTHORITY,  
P.O. BOX 192,  
MASWA**

WHEREAS **Kahama Oil Mills LTD** who are established and reputable manufacturers of **PVC, HDPE Pipes and fittings, Plastic product, Galvanised & Prepainted Iron sheets, MS Plates, Round & Square pipes** having factories at **Rusumo Road-Nyasubi, Kahama, Shinyanga** do hereby authorize Mr **Bryson Edward** to submit a Bid Tender Document, and subsequently negotiate and sign the Contract with you against **Quotation MASWA-WSSA/SMYU/2020/2021/G/10** for the above goods manufactured by us.

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

Authorize Signature: 

Name and title of signatory: **William Matonange,  
General Manager**

Date: **10TH NOVEMBER 2021**

Address: **KAHAMA OIL MILLS LTD  
P.O BOX 253 KAHAMA,  
SHINYANAGA.**



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



**NEGOTIATION MEETING**

**Project: CONSTRUCTION OF EXTENSION LINE FOR MASWA-WSSA**

**MINUTES OF THE MEETING 16/11/2021**

**1. Detail of the meetings**

**Venue** MANAGING DIRECTOR OFFICE

**Date:** 16/11/2021

**Time** 09:45- 10:30

**2. Participants**

<b>Name</b>	<b>Organization</b>	<b>Position</b>	<b>Department</b>
Jonas kimath	MASWA-WSSA	Chairperson	0765764574
Leonard Mnyeti	MASWA-WSSA	Technical Manager	0757732911
Raphael Mwita	MASWA-WSSA	Production Manager	0768219951
Boniface Kasinde	MASWA-WSSA	Commercial Manager	0754710930
Patrick Urio	MASWA-WSSA	Network Incharge	0754480112
Bryson Edward	KAHAMA OIL MILLS	Manager	0755513395

**3. Agenda for the Meeting**

The following was adapted as agenda for the meeting

Agenda 1: Opening Of the Meeting

Agenda 2: Payment Schedule

Agenda 3: Delivery Schedule

Agenda 4: Transportation Cost

Agenda 5: AOB

Agenda 4: Closing

### **Agenda 1: opening of the meeting**

The Chairman opened the meeting at 09.45 hours by welcoming the Members of the negotiation team and the company representative, and gave them opportunity to introduce themselves. After such a brief self-introduction, he introduced the main agenda of this meeting is to discuss and clarify some issues which were not apparent or could not be finalized at the time of bidding.

### **Agenda 2: Payment Schedule**

The negotiation committee wanted to know the modality of payment after signing the contract. The supplier wanted an advance payment of 40% of the contract sum and the remain amount after delivering the whole consignment. After the discussion the negotiation committee agreed to pay the Supplier advance payment of 35% and the remain amount after delivering the whole consignment. It was agreed that the advance payment will be paid after the Supplier has submitted the security performance bond in the form of insurance bond. The submitted performance bond will cover the advance payment.

### **Agenda 3: Delivery Schedule**

The negation committee wanted to know the terms of delivering of Water Pipe (HDPE) after signing the contract. The supplier explained that he shall maintain fourteen (14) days to delivery water pipe after receiving the local purchase order and advance payment. But the committee wanted the delivery of water pipes not to exceed one week after signing the contract and issuing of the local purchase order. The negotiation committee agreed that the delivery of pipes shall be one week after signing the contract and presentation of both local purchasing order and advance payment to Supplier.

### **Agenda 4: Transportation Cost**

The Committee wanted the Supplier to waive the transportation cost. The Supplier explained that the price of goods is free charged with transportation costs and their fore he cannot waive the component of transportation. He explained that with cost of transportation will accelerate the delivery of goods on time. The negotiation committee accepted with the option and hence agreed the component of transportation costs to remain.

### **Agenda 5: AOB**

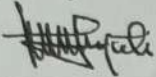
The Committee Members asked the supplier to present the following certificates together with Advance Payment insurance bond, certificates are a valid Business License, valid VAT license (if is VAT registered), TIN certificate, Manufacturer's Authorization Letter (if is not producing from its own industry), Original Power of Attorney, The document of registration of ownership of the company/industry from BRELA.

The chairperson insisted the supplier to maintain the specification and quality of water pipes. Furthermore, he insisted on timely delivery of pipe so that to avoid unnecessary delaying of execution of the work.

### **Agenda No. 33: Closing**

The Chairman expressed his gratitude to all the Members for attending the meeting and their cooperation during the negotiation process. He finally closed the meeting at 10.30 hours.

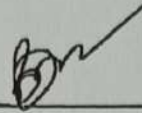
These minutes of the negotiation meeting have been approved to be correct as per discussion and signed by



Secretary

16/11/2021

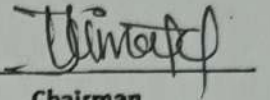
Date



Supplier

16/11/2021

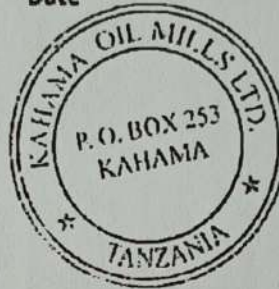
Date



Chairman

16/11/2021

Date







**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION**  
**AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



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

**SUPPLY OF PIPE FITTINGS FOR CONSTRUCTION OF WATER  
EXTENSION LINES FOR MASWA WSSA**

**MASWA-WSSA/SMYU/2021/2022/G/10**

**BETWEEN**

**MASWA WATER SUPPLY AND SANITATION AUTHORITY  
(MASWA-WSSA)  
(THE PURCHASER)**

**AND**

**AMADEUS PLUMBING AND GENERAL SUPPLY  
(THE SUPPLIER)**

**Fy-2021-2022**

To: **AMADEUS PLUMBING AND GENERAL SUPPLY**  
**P.O.BOX 6419 MWANZA**

Your quotation dated **10 November 2021** 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. Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:

- (a) Local Purchase Order (LPO);
- (b) Quotation Submission Form;
- (c) General Conditions of Contract for LPO;
- (d) Special Conditions of Contract for LPO;
- (e) Schedule of requirements and Prices; and
- (f) The procuring entity's notification of award

**Contract Sum:** The Contract Sum shall be **Tanzanian Shillings** Twenty Five Million Four Hundred Ninety Eight Eighty Hundred Sixty Only. (Tshs.25,498,860.00) VAT INCLUSIVE as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).

**2. Commencement of the LPO:** This LPO shall commence immediately after signing by the Parties.

**3. Delivery Period:** The goods are to be use after the date of signing this LPO.

**4. Delivery point:** The goods shall be delivered at the MASWA -Nyarikungu hill (construction area)

**5. Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

**6. Payment to Supplier:**

- (a) Payments shall be made within five (5) days upon completion of satisfactory performance of the contract; and
- (b) The following documentation must be supplied for payments to be made:
  - (i) An original and two copies of an Invoice;
  - (ii) A delivery note evidencing dispatch of the goods;
  - (iii) Acceptance certificate/inspection report signed by a responsible person or committee for certifying satisfactory completion of the order]; and
  - (iv) Electronic Fiscal Device (EFD) receipt.

**7. Payment Modality:**

- (a) **Advance Payment:** 0% of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.
- (b) **On Delivery:** 0% of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.
- (c) **On Acceptance:** 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**8. Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:

- (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
- (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within **seven (7)** days; and
- (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

**9. Contact Person:**

Any notices, enquiries and documentation shall be addressed to:

**Managing Director**

Maswa Water Supply and Sanitation Authority (MASWA-WSSA),

P. O. Box 185,

Maswa -Simiyu

# 1. QUOTATION SUBMISSION FORM

10/11/2021 .....[date]

To: Maswa Water Supply and Sanitation Authority

We agree to supply the goods specified in the Schedule of Requirement and prices of the MASWA - WSSA / SM 74 / 2020 G / 10 ..... [name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of 27,704,040 ..... [amount in numbers], Twenty seven million, seven hundred four hundred and forty ..... [amount in words] in Tanzanian Shillings.

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

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

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

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

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

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

Authorized Signature: [Signature] .....

Name and Title of Signatory: AMEDEUS VICENT OTTARU .....

Date: 10/11/2021 .....

Name of Tenderer: AMEDEUS PLUMBING AND GENERAL SUPPLIES .....

Address: P.O BOX 6419 MWANZA .....





**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



**AMADEUS PLUMBING AND GENERAL SUPPLY**  
**P.O.BOX 6419**  
**MWANZA.**

**Date: 15<sup>th</sup> November , 2021**

**RE: QUOTATION NO. MASWA-WSSA/SMYU/2020/2021/G/10 FOR SUPPLY OF PIPE FITTINGS FOR CONSTRUCTION OF WATER EXTENSION LINES FOR MASWA WSSA.**

**SUB: LETTER OF ACCEPTANCE.**

Please refer to your quotation dated 10 November 2021 for supply of Pipe fittings for construction of water extension lines for Maswa WSSA.

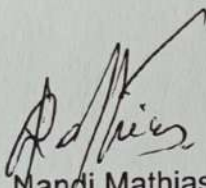
This is to notify that the Authority has accepted your bid for supply of pipes fittings for construction of water extension lines for Maswa WSSA. Quotation number **MASWA-WSSA/SIMIYU /2020/2021/G/10** Amounting to Tanzania Shillings Twenty Five Million Four Hundred Ninety-Eight Thousand Eight Hundred Sixty Only.

thirty million four hundred eighteen thousand only.

The Contract is being prepared and you are required to sign with the Managing Director of MASWA-WSSA on 17 November 2021.

Kindly acknowledge receipt of this letter in writing at your earliest convenience or submit on the day of signing the contract.

Yours

  
Engineer Nandi Mathias  
**MASWA-WSSA.**

MANAGING DIRECTOR  
URBAN WATER SUPPLY AND  
SANITATION AUTHORITY  
MASWA

*All correspondence should be addressed to the office of Managing Director MASWA WSSA.*

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF THE PURCHASER:**

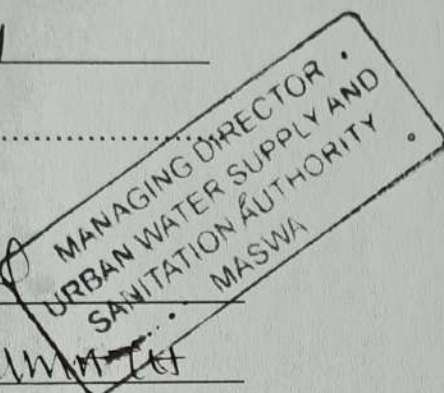
Signature: [Signature]

Name: NANDI MATHIAS

Title: MIS

Date: 17/11/2021

Seal: .....



**In the presence of:**

Signature: [Signature]

Name: JONAS LUMUMBA

Title: PROCUREMENT OFFICER

Date: 17/11/2021

**FOR AND ON BEHALF OF THE SUPPLIER:**

Signature: [Signature]

Name: AMEDEUS PLUMBING AND GEN SUPPLIES

Title: MD Director

Date: 17/11/2021

Seal: .....



**In the presence of:**

Signature: [Signature]

Name: RICHARD O VICENT

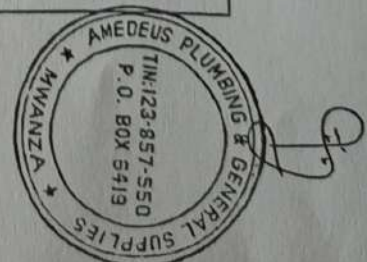
Title: SALES OFFICER

Date: 17/11/2021

### Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
1	Straight connector 2"	pc	67	25000	1,675,000	
2	Male connector 2"	pc	20	18000	360,000	
3	Tee steel 8"x6"	pc	2	1,500,000	3,000,000	
4	Steel flange 6"	pc	4	180,000	720,000	
5	Stab DN 160 PN 10	pc	4	300,000	1,200,000	
6	Aqual lock flange DN 200	pc	2	350,000	700,000	
7	Tee steel 4"	pc	3	450,000	1,350,000	
8	Steel flange 4"	pc	12	55,000	660,000	
9	Stab DN 110 PN 10	pc	6	200,000	1,200,000	
10	Sluice valve 6"	pc	1	700,000	700,000	
11	Sluice valve 4"	pc	3	550,000	1,650,000	
12	Gate valve 2"	pc	16	120,000	1,920,000	
13	Nipple GS 2"	pc	16	12,000	192,000	
14	Aqual lock flange 4"	pc	6	150,000	900,000	
15	Air valve 2"	pc	8	250,000	2,000,000	
16	Saddle clamp 6"x2"	pc	2	50,000	100,000	
17	Saddle clamp 4"x2"	pc	14	25,000	350,000	
18	Saddle clamp 2"x1"	pc	6	10,000	60,000	
19	R.bush 1x3/4"GS	pc	6	25,000	150,000	
20	Nipple 3/4"GS	pc	12	15,000	180,000	
21	Gate valve 3/4"	pc	12	18,000	216,000	
22	Tee GS 3/4"	pc	6	15,000	90,000	
23	Socket GS 3/4"	pc	6	15,000	90,000	
24	Bibcork	pc	12	18,000	216,000	
25	Male connector 3/4"	pc	12	2,000	24,000	
26	Seal tape	pc	200	500	100,000	
27	Bolt & Nuts	pc	192	3,500	672,000	
28	Gasket rubber	Roll	1	643,200	643,200	
29	Taper 6"x4" flanged	Pc	1	950,000	950,000	
Total Amount for Supply of Goods excluding VAT						
					21,609,200	
Add VAT						3,889,660
Total Amount for Supply of Goods (including VAT)						
Goods to supplied to [insert destination of goods]						25,498,860

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding VAT]  <div style="text-align: center; font-size: 1.2em;">21,609,200/2</div>
The delivery period offered is:	[insert number] days/weeks/months from date of LPO



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





## **1.0 Definitions**

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

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

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

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

“The Purchaser” means the Government Entity purchasing the Goods, as named in the 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.

### **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**

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.
- 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.

## **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 GCC 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29.0 Governing Language**

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

## **30.0 Applicable Law**

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

## **SECTION VII: SPECIAL CONDITIONS OF LPO**

## 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>MASWA WATER SUPPLY AND SANITATION AUTHORITY (MASWA-WSSA).</b>
2.	1.1	The Supplier is: <b>To: AMADEUS PLUMBING AND GENERAL SUPPLY</b>
3.	1.1	The Project is: <b>SUPPLY OF PIPE FITTINGS FOR CONSTRUCTION OF WATER EXTENSION LINES FOR MASWA WSSA.</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>N/A</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>NOT APPLICABLE.</b>
		<b>Packing (GCC 8)</b>
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		<b>Delivery and Documents (GCC 9)</b>
7.	9.1	<b>For Goods supplied from abroad:</b>  <b>NOT APPLICABLE</b>
8.	9.1	<b>For Goods from within the United Republic of Tanzania:</b>



		<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</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><i>[Other similar documents should be listed]</i></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>NOT APPLICABLE</b>
	<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 24 hours of operation or 12 months from date of acceptance of the Goods or (15) months from the date of shipment, whichever occurs earlier. 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> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the</li> </ul>

		<p>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 SCC 4,</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>7 DAYS.</b>
	<b>Payment (GCC 15)</b>	
13.	15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <u>N/A</u></p> <p>(i) <b>Advance Payment:</b> 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) <b>On Acceptance:</b> 0 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been</p>

		performed.
		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment:</b> 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Delivery:</b> 0 Percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) <b>On Acceptance:</b> 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be [ <i>insert rate</i> ]. <b>NOT APPLICABLE.</b>
	<b>Prices (GCC 16)</b>	
		<b>The contract for addition materials may increase by 100%</b>
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  [To be inserted <b>only</b> if price is subject to adjustment.]
	<b>Spare Parts (GCC 17)</b>	
16.	17.1	Additional spare parts requirements are:  Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.

	<b>Liquidated Damages (GCC 22)</b>	
17.	22.1	<p>Applicable rate: <i>[insert rate]</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;</i></p>
	<b>Procedure for Dispute Resolution (GCC 27)</b>	
18.	27.1	<p>Appointing Authority for the Adjudicator shall be <b>PARTIES</b>.</p> <p>The Adjudicator payment rate per hour: <b>TANZANIA SHILLINGS 150,000</b>.</p>
19.	27.2	<p>Arbitration institution shall be <b>TANZANIA INSTITUTE OF ARBITRATION</b>.</p> <p>Place for carrying out Arbitration shall be <b>DAR ES SALAAM</b>.</p>
	<b>Governing Language (GCC 29)</b>	
20.	29.1	The Governing Language shall be: <b>ENGLISH/KISWAHILI</b> .
	<b>Applicable Law (GCC 30)</b>	
21.	30.1	The Applicable Law shall be: <b>Laws of TANZANIA</b> .
	<b>Notices (GCC 31)</b>	
22.	31.1	<p>(a) PE's address for notice purposes:  <b>MASWA WATER SUPPLY AND SANITATION AUTHORITY</b>  <b>The Managing Director</b>  <b>P.O.BOX 185 Maswa -Simiyu,</b></p> <p>(b) Supplier's address for notice purposes:  <b>AMADEUS PLUMBING AND GENERAL SUPPLY</b>  <b>P.O.BOX 6419 MWANZA</b></p>

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

10 / 11 / 2021
THAT BY THIS POWER OF ATTORNEY given on the [insert date, month and year], WE the undersigned [insert name of the company/donor] of [insert address of the company/donor], by virtue of authority conferred to us by the Board Resolution No 001 of 05 day of November 2021 [insert year], do hereby ordain nominate and appoint [insert name of donee] of [insert address of the donee] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [insert tender number] that is to say;

To act for the company and do any other thing or things incidental for [insert tender Number] of [insert description of procurement] for the [insert name of the procuring entity]; MASWA - WSSA / SMYU / 2020 / 2021 / G / 10

MASWA WATER SUPPLY

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

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

SEALED with the common seal of the said [insert name of the company] and delivered in the presence of us this [insert date] day of [insert month] [insert year]. AMEDEUS PLUMBING AND GENERAL SUPPLIES 10 NOVEMBER 2021

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

SEALED and DELIVERED by the Common Seal of [insert name of the donor/coy] This [insert date, month and year]

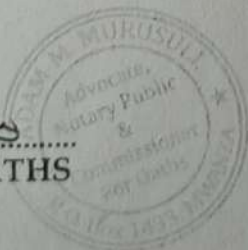
[Signature]



BEFORE ME:

[Signature]

COMMISSIONER FOR OATHS



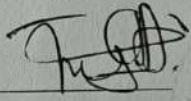
GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

MEMORANDUM FOR ANTI-BRIBERY POLICY

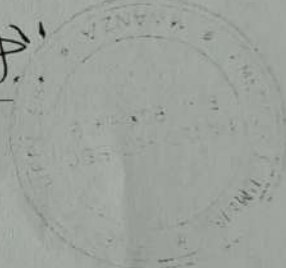

This company AMENEUS PUMPING AND GENERAL SUPPLIES (Name of Company) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement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

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

AMENEUS VICENT OTARU  
(Name of the Authorized Person)

  
Signature

10/11/2021  
Date

  
  
Company stamp/seal

**JAMHURI YA MUUNGANO WA TANZANIA**  
**WIZARA YA MAJI**



**MAMLAKA YA MAJISAFI NA USAFI WA MAZINGIRA MASWA**

Telegrams "MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, Barua pepe: mdmauwasa@maji.go.tz

**MKATABA MDOGO WA AJIRA ZA MAFUNDI**

**KATI YA**

**MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA MASWA**

**S.L.P 185, MASWA, SIMIYU**

**NA**

**FUNDI MJENZI BAHATI LUCAS MWAIPOPO WA S.L.P 2968, MWANZA**

**KWA**

**KUCHIMBA MITARO KUJENGA VITUO VYA KUCHOTEA MAJI, KUJENGA  
CHEMBA ZA MAJI, KULAZA MABOMBA NA KUFUKIA KWA AJIRI YA  
KUSAMBAZA MTANDAO WA MAJI MAMLAKA YA MAJI SAFI NA USAFI WA  
MAZINGIRA MASWA**

**MKATABA NA. MAUWASA/2020/21/W/12**

**NOVEMBA 2021**

**MKATABA WA FUNDI MJENZI**

---



JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA MAJI  
MAMLAKA YA MAJISAFI NA USAFI WA MAZINGIRA MASWA  
Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, Barua pepe: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



BAHATI LUCAS MWAIPOPO  
S.L.P 2968,  
MWANZA

16/11/2021

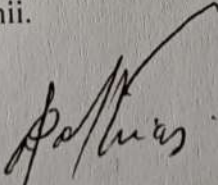
**YAH: KUSHINDA ZABUNI YA KUTOA HUDUMA YA FUNDI MJENZI WA  
KUCHIMBA MITARO, KUJENGA VITUO VYA KUCHOTEA MAJI, KUJENGA  
CHEMBA ZA MAJI, KULAZA MABOMBA NA KUFUKIA KWA AJIRI YA  
KUSAMBAZA MTANDAO WA MAJI MAMLAKA YA MAJI SAFI NA USAFI WA  
MAZINGIRA MASWA**

Husika na mada tajwa hapo juu.

Rejea maombi yako ya Zabuni kutoa huduma ya Fundi Mjenzi wa Kuchimba Mitaro, Kujenga Vituo vya Kuchotea maji, Kujenga Chemba za Maji, Kulaza Mabomba na Kufukia kwa ajiri ya Upanuzi Mtandao wa maji Mamlaka ya Maji Safi na Usafi wa Mazingira Maswa iliyowasilishwa na kufunguliwa tarehe 10/11/2021. Nachukua fursa hii kukutaarifu kuwa bodi ya zabuni Mamlaka ya Maji Safi na Usafi wa Mazingira Maswa imekutunuku zabuni hii kwa kiasi cha fedha za kitanzania Shilingi Milioni Themanini na moja laki nne elfu tano tu. (Tsh 81,405,000.00). baada ya kukidhi vigezo

Utatekeleza mkataba huu ni ndani siku 14 baada ya kusainiwa. Hivyo kwa barua hii unatakiwa kufika ofisi ya Mkurugenzi Mtendaji Mamlaka ya Majisafi na Usafi wa Mazingira Maswa tarehe 17/11/2021 siku ya Jumanne kwa ajili ya kusaini mkataba

Nakutakia maandalizi mema ya kufanya kazi hii.

  
Inj. Nandi Mathias  
Mkurugenzi Mtendaji  
MAUWASA-WSSA

MKURUGENZI MTENDAJI  
MAMLAKA YA MAJISAFI NA  
USAFI WA MAZINGIRA MJINI MASWA  
P.O. Box 185, MASWA



MKATABA HUU unafanyika leo tarehe 17 ..... mwezi 11 .....mwaka 2021

## **BAINA YA**

**MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA MASWA (MASWA-WSSA), MKOA WA SIMIYU S.L.P 185, SIMIYU** (ambaye katika Mkataba huu atajulikana kama "Mwajiri kwa upande mmoja;

## **NA**

**BAHATI LUCAS MWAIPOPO , MASWA** (ambaye katika Mkataba huu atajulikana kama "Mwajiriwa au Fundi") kwa upande mwingine.

**KWAMBA** kwa pamoja Mwajiri na Mwajiriwa watajulikana kama pande mbili za Mkataba.

### **AMBAPO:**

- a) Mwajiri ni Mamlaka ya Maji Safi na Usafi wa Mazingira Maswa mwenye jukumu la kutekeleza ujenzi wa mradi wa kujenga jengo la ofisi katika mji wa Maswa.
- b) Mwajiriwa ni mtu binafsi anayefanya shughuli zake binafsi za ujenzi **MASWA**
- c) Mwajiri anakusudia kumwajiri Mwajiriwa kwa kipindi cha muda mfupi wa miezi sita(6);

Mwajiriwa anakubali matakwa ya Mwajiri na anakubali kwa hiari yake mwenyewe kuajiriwa kwa muda mfupi kama **KUCHIMBA MITARO KUJEGA VITUO VYA KUCHOTEA MAJI, KUJENGA CHEMBA ZA MAJI, KULAZA MABOMBA NA KUFUKIA KWA AJIRI YA KUSAMBAZA MTANDAO WA MAJI MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA MASWA.**

**MKATABA HUU UNASHUHUDIA** kwa pande zote mbili na kukubaliana kama ifuatavyo:

### **NYARAKA MUHIMU KATIKA MKATABA**

1. Fomu ya Makubaliano
2. Barua ya Kukubariwa
3. Fomu ya Kuwasilisha Maombi ya Kazi
4. Nukuu za Bei
5. Mashariti ya Jumla
6. Utatuzi wa Migogoro

FOMU YA KUWASILISHA MAOMBI YA KAZI

Tarehe 10/11/2021

Kwa, MKURUGENZI MTENDAJI

MAMLAKA YA MAJI MASWA

> Nakubaliana kufanya kazi ya Kuchimba Miteno, Kulaza

bomba, kufukia, kujenga Chemba na ujenzi wa VITO

Yenye Nukuu Namba MAUWASA/2020/21/W/12

Kwa kiasi cha fedha ya Kitanzania MILIONI THAMANI NANNI LAHISTA

HAMSINI NAMBI (Kwa Maneno) NAMIATANO 84,652,500 (Kwa Tarakimu)

> Pia nakubali kufanya kazi hii kwa Kipindi cha MITATU (3) Siku/Miezi

> Nukuu hii ya bei na barua utakayoniandikia ya kukubaliwa, itakuwa inatengeza Mkataba Kati yangu na wewe.

> Pia nafahamu kwamba haulazimishwi kuchagua Fundi mwenye bei ya chini.

> Ninathibitisha kuwa Nukuu hii inakidhi masharti yanayotakiwa yakutangaza nukuu ya bei.

Saini Bwai popo

Jina BAHATI MWAIPOPO

Kazi FUNDI

Anuani SLP 2968 MWANZA



**Mchanganuo Wa Kazi Zinazotakiwa Kufanyika (BOQ)**

Na:	Maelezo	Kipimo	Kiasi	Gharama	Jumla
1	Ujenzi wa chemba zenye saizi M1 x M1 kwa matofali ya saizi ya SM45 Xsm23 (Construction of chambers with size 1mx1mx1 by using blocks 45cm x 23cm as per engineering drawing)	Na.	10	70,000	700,000
2	Ujenzi wa vituo vya kuchotea maji kama ilivyo kwenye michoro (Construction of DPS as per engineering drawing )	Na.	4	150,000	600,000
3	Kuuchimba mtaro wenye kina cha mita 1 na upana wa mita 0.5. kulaza bomba na kufukia za saizi zifuatazo :- <ul style="list-style-type: none"> <li>• 25mm-150m</li> <li>• 63mm-13,000</li> <li>• 110mm-2,500</li> <li>• 160mm-6,000</li> </ul>	M	21,650	3850	83,352,500
Jumla					84,652,500



## 1. MADHUMUNI YA MKATABA

Mkataba huu ni kwa ajili ya **FUNDI MJENZI WA KUCHIMBA MITARO KUJEGA VITUO VYA KUCHOTEA MAJI, KUJENGA CHEMBA ZA MAJI, KULAZA MABOMBA NA KUFUKIA KWA AJIRI YA KUSAMBAZA MTANDAO WA MAJI MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA MASWA**

Ambapo Mwajiriwa atapaswa kufanya kazi zifuatazo:

1. Kuchimba Mitaro
2. Kujega Vituo Vya Kuchotea Maji.
3. Kujenga Chemba Za Maji.
4. Kulaza Mabomba ,Kuunganisha Na Kufukia

NB:Ujenzi na Uchimbaji huo utazingatia michoro na maelekezo kutoka kwa mwajiri.

## 2. MUDA WA UTEKELEZAJI WA KAZI

Kazi hij itafanyika kwa muda wa miezi <sup>30/11/2021</sup> 3. ambapo itaanza tarehe ..... na itakamilika tarehe <sup>28/02/2022</sup> ..... mwaka <sup>2022</sup> .....

Kushindwa kukabidhi kazi hiyo ndani ya muda tajwa Mwajiri ana uwezo wa kuvunja mkataba ndani ya siku **saba(7)** baada ya tarehe ya mkataba kumalizika'

## 3. ONGEZECO LA MUDA WA UTEKELEZAJI KAZI

- i. Kwamba mwajiriwa ana haki ya kuwasilisha ombi la muda wa nyongeza kwa mwajiri wake akitaja sababu zinazopelekea muda kuongezeka
- ii. Mwajiri atatafakari kwa kina ombi la mwajiriwa(fundi) na kutoa maamuzi yake bila kuingiliwa akitaja sababu za kuongeza au kutokuongeza muda wa utekelezaji endapo kama sababu ni sahihi au sio sahihi bila kuathiri gharama na muda wa mkataba
- iii. Mwajiriwa(fundi) anayo haki ya kuomba ongezeko la muda wenye tija na vifaa kwa ajili ya kutekeleza mabadiliko ya kimkataba kama upo ushahidi wa ongezeko ili kazi yote pamoja na mabadiliko ikamilike kwa ufanisi kwa taratibu za kiufundi.

## 4. MUDA WA MATAZAMIO

Mwajiriwa(fundi) atahakikisha anafanya marekebisho ya hitilafu zozote na kufanya mradi salama kipindi chote cha matazamio yasiku..... tangu tarehe ya kukamilisha kazi ndipo apewe hati ya ukamilishaji wa kazi na kuacha eneo la kazi safi na salama.

## 5. MABADILIKO MADOGO YA KAZI, KUONGEZECA NA KUPUNGUA KWA KAZI

- i. Mwajiri kupitia kwa msimamizi wa kazi (Meneja mradi) ambaye ni mhandisi wa maji wa Mamlaka ya Maji anayo haki ya kufanya mabadiliko

ya aina yoyote pamoja na kuongeza au kupunguza kazi ndani ya asilimia kumi na tano **(15%) kwa kibali cha barua toka kwa mwajiri mwenyewe ,taratibu zote mabadiliko na si vinginevyo.**

- II. Mwajiriwa(fundi) atalazimika kuweka bei ya kazi ndogo amabazo zimeongezeka na ambazo viwango vyake(rates) hazipo katika makadirio ya kazi ya awali(BOQ) lakini kwa kazi ambazo zinapungua au kuongezeka na zipo ndani ya makadirio ya awali ya mkataba,bei halisi itapatikana kwa kutumia viwango vilivyo katika makadirio hayo ya kazi(BOQ) na si vinginevyo hata hivyo mabadiriko yoyote hayatakubaliwa bila mapatano ya kimaandishi kati ya pande zote mbili.

## 6. MALIPO YA UTEKELEZAJI WA KAZI

- 6.1 Mwajiriwa atalipwa jumla ya kiasi cha **Tshs 81,405,000.00** Kwa ajili ya utekelezaji wa mradi huu;
- 6.2 Malipo ya Mwajiriwa yatakuwa ni kwa fedha za kitanzania tu (*Tanzanian Shillings*);
- 6.3 Malipo hayo yatalipwa aidha kwa hundi ambayo italipwa benki;
- 6.4 Malipo ya Mwajiriwa yatalipwa kwa kuzingatia ubora na kiasi cha kazi zilizofanyika na kukamilika kwa mujibu wa BOQ iliyojazwa, yakiambatana na taarifa ya utekelezaji wa kazi (measurement of works) iliyosainiwa pande zote mbili.
- 6.5 Malipo ya Mwajiriwa yatalipwa mara baada ya kukamilisha kazi ya ujenzi kama ilivyoainishwa katika kifungu **1** kifungu kidogo **(a)**kwa utaratibu ufuatao:
  - i. Malipo ya awali yatalipwa asilimia 10%
  - ii. Malipo awamu ya kwanza yatalipwa asilimia **20%** baada ya ukamilifu wa kazi usiopungua asilimia **20%** .
  - iii. Awamu ya pili (2) yatalipwa asilimia **30%** baada ya ukamilifu wa kazi usiopungua asilimia **65%** .
  - iv. Awamu ya tatu (3) Asilimia **30%** baada ya ukamilifu wa kazi usiopungua asilimia **95%**.
  - v. Awamu ya nne (4) Asilimia **10%** baada ya ukamilifu wa kazi kwa asilimia **100%**.
- 6.6 Kwamba malipo yanaweza kufanyika mara moja kama fundi mjenzi ana uwezo wa kutosha kutekeleza kazi hiyo pasipo kuomba malipo yoyote katika mchagano tajwa hapo juu anaweza kufanya kazi yote kwa ukamilifu na ubora kisha kuomba malipo yote kwa mara moja baada ya kazi kukamilika,kukaguliwa na kukubalika na mwajiri.

- 6.7 Kabla ya malipo ya mwisho kufanyika, Mwajiriwa anapaswa kuwasilisha taarifa zote zinazohitajika na kufanya marejesho ya vifaa vyote vya kazi na fedha za mradi kama zitakuwepo.

## 7. HAKI NA WAJIBU WA MWAJIRI

Mwajiri ambaye atawakilishwa na Msimamizi wa Kazi, atakuwa na wajibu na majukumu yafuatayo:

- 7.1 Kutoa baadhi ya vifaa kwa ajili ya ujenzi wa kazi hii;
- 7.2 Kusimamia na kuthibitisha ubora wa kazi inayofanywa na fundi;
- 7.3 Kuwasiliana na uongozi wa eneo husika namna ya kuwashirikisha wananchi/Jumuiya ya Watumia Maji katika shughuli za ujenzi wa Mradi;
- 7.4 Endapo kazi itakayofanywa na Mwajiriwa haitafikia viwango vya ubora unaotakiwa, Mwajiri atachukuwa hatua stahiki dhidi ya Mwajiriwa huyo; na Msimamizi wa Mradi ata mtaarifu fundi wa kazi hii kwamba ameshindwa kutimiza masharti ya makubaliano.
- 7.5 Kuhakikisha kuwa endapo Mwajiriwa atafanya kazi isiyokidhi viwango au isiyoridhisha, Mwajiriwa huyo anarekebisha au kurudiwa upya kazi hiyo kwa gharama zake mwenyewe.

## 8. HAKI NA WAJIBU WA MWAJIRIWA

Mwajiriwa ambaye ni fundi atakuwa na wajibu na majukumu yafuatayo:

- 8.1 Kuhakikisha kuwa anatekeleza ujenzi wa kazi zote kama zilivyoелеkezwa kwenye sehemu ya 1 (Madhumuni ya Mkataba) kulingana na ramani na vipimo vilivyotolewa na Mwajiri;
- 8.2 Kuhakikisha kuwa anawajibika kufanya kila jambo ambalo kwa ujumla wake litaleta mafanikio kwenye mradi atakaoujenga;
- 8.3 Atatekeleza majukumu yake kwa uaminifu, uadilifu, umakini na weledi mkubwa na endapo atatekeleza kinyume na matakwa haya, hatua za kisheria zitachukuliwa dhidi yake;
- 8.4 Atawajibika kwa Msimamizi wa Mradi (**Project Manager**) kwa utendaji wake wa kila siku na atatekeleza maelekezo anayopewa na kiongozi huyo;
- 8.5 Atawajibika kuhudhuria mikutano ya tathmini ya mradi pamoja na watendaji wengine wa timu yake kila itakapopangwa;
- 8.6 Atawajibika kuwasilisha taarifa za utekelezaji wa mradi kabla ya malipo na kila zitakapohitajika;
- 8.7 Kuhakikisha malipo ya vibarua na mafundi walioajiriwa kwa mikataba midogo yanafanyika kwa wakati; na
- 8.8 Kufanya usafi eneo la ujenzi wa mradi na kuondoa mabaki yote ya vifaa vya ujenzi na kuviweka katika eneo litakaloelekezwa na Msimamizi wa Mradi.

## **9. UTOAJI WA MIKATABA MIDOGO**

Mwajiriwa anaweza kuingia Mikataba midogo kiasi kadhaa ya utekelezaji wa kazi na vibarua (*casual labourers*) watakaokuwa chini ya usimamizi wake.

## **10. UCHELEWESHAJI WA UTEKELEZAJI WA MRADI**

Endapo kazi haitakamilika katika muda uliopangwa, Mwajiriwa atalipa faini ya asilimia(0.01%) ya malipo ya kazi yote kwa kila siku ya ucheleweshwaji isipokuwa kukiwa na sababu ya msingi ya ucheleweshwaji wa kazi ulioidhinishwa kwa maandishi na Msimamizi wa Mradi.

## **11. DHAMANA YA UHARIBIFU**

- 11.1 Mwajiriwa atawajibika kulipa gharama za uharibifu au madhara yoyote yatakayosababishwa na wafanyakazi wake au vifaa vyake wakati wa utekelezaji wa mradi; na
- 11.2 Gharama hizo au madhara hayo yatabainishwa na Msimamizi wa Mradi kwa maandishi.

## **12. SHERIA ITAKAYOTUMIKA**

Mkataba huu utaongozwa na kusimamiwa na Sheria za Tanzania.

## **13. USULUHISHI WA MGOGORO**

Endapo kutatokea mgogoro wa aina yoyote baina ya Mwajiri na Mwajiriwa kuhusu utekelezaji wa mradi huu:

- a) Pande zote mbili zitatatua mgogoro huo kwa njia ya amani ya mazungumzo ambapo makubaliano ya pande hizi mbili yatapelekea Mkataba huu kufanyiwa marekebisho; na
- b) Endapo mgogoro huo utashindikana kutatatuliwa kwa njia ya amani ya mazungumzo, pande zote mbili zinaweza kuchukua hatua stahiki za kisheria kwa mujibu wa Sheria za Tanzania.

## **14. KUSITISHA MKATABA**

Mkataba huu unaweza kusitishwa endapo upande mmoja au pande zote mbili za Mkataba zitashindwa kutekeleza wajibu wake au masharti ya Mkataba huu.

## **15. MAREKEBISHO YA MKATABA HUU**

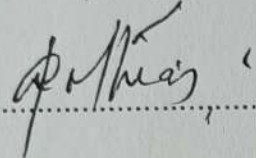
Kwamba Mwajiri na Mwajiriwa wanaweza kubadilisha baadhi ya masharti ya Mkataba huu kwa makubaliano ya pamoja kwa njia ya maandishi.

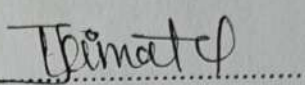
KWA USHUHUDA HUU, pande zote mbili zinaweka sahihi zao katika Mkataba huu siku na tarehe kama ilivyooneshwa hapa chini:

KWANIABA YA MWAJIRI (MASWA-WSSA) Shahidi:

Jina: NANSI MATIAS

Jina: JERMS UMATI

Sahihi: 

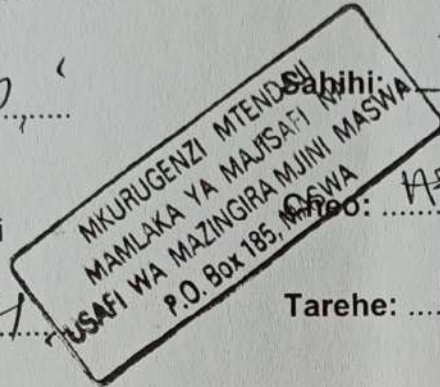
Sahihi: 

Cheo: Mkurugenzi Mtendaji

Cheo: APESA UJAWI

Tarehe: 17/11/2021

Tarehe: 17/11/2021

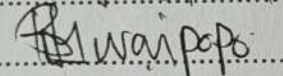


KWANIABA YA MWAJIRIWA (FUNDI)

Shahidi:

Jina: BAHATI LUCA MWAIPPO

Jina: NEMEL PETER

Sahihi: 

Sahihi: 

Cheo: FUNDI

Cheo: fundi

Tarehe: 17/11/2021

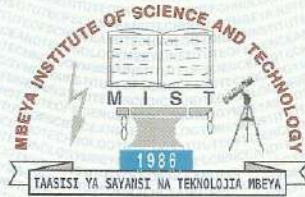
Tarehe: 17/11/2021



NTA Level 8 No: 0000048

THE UNITED REPUBLIC OF TANZANIA  
MBEYA INSTITUTE OF SCIENCE AND TECHNOLOGY

(Accredited by National Council for Technical Education)



NATIONAL TECHNICAL AWARDS (NTA)

It is hereby certified that

*Bahati L. Mwaipopo*

of Registration No: B0841018 has been awarded

*a Bachelor Degree in  
Civil Engineering*

After having fulfilled all the requirements for

*NTA Level 8  
at Upper Second class*

Issued this 17th day of December in the year 2011

Registrar

Principal



# ENGINEERS REGISTRATION BOARD TANZANIA



## Certificate of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

**Bahati L Mwaipopo**

having satisfied the requirements for registration as a

**GRADUATE ENGINEER**  
(Trainee Engineer)

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the **23<sup>rd</sup>** day of **March, 2013**

in the discipline of **Civil** engineering and was

given registration number **5513**

Sealed and given under our hands at Dar es Salaam

this **24<sup>th</sup>** day of **May, 2013**

*Eng. S. D. M. Mlote*

**Eng. S. D. M. Mlote**  
Registrar

*Eng. F. Kilowoko*

**Eng. F. Kilowoko**  
Board Member

*Eng. Prof. N. M. Lema*

**Eng. Prof. N. M. Lema**  
Chairman

The validity of this certificate is three years and expires on **22<sup>nd</sup>** day of **March, 2016**

# The National Examinations Council of Tanzania



## National Technical Examinations Full Technician Certificate

in CIVIL ENGINEERING

This is to certify that **BAHATI LUCAS**

Index No. **U0007-0304**

of **MBEYA INST. OF SCIENCE & TECHNOLOGY**

sat for the above Examination which was held in **MAY 2006**

and was awarded this certificate

after attaining the following performance:-

Subject	Grade
MATHEMATICS	B (PASS)
SOIL MECHANICS & FOUNDATIONS	C (PASS)
STRUCTURAL DESIGN & DETAILING	B (PASS)
REINFORCED CONC. & CONSTRUCTION	D (PASS)
BUILDING CONSTRUCTION	D (PASS)
QUANTITY SURVEY	C (PASS)

\*\*\*\*\*

Chairperson



Executive Secretary

Not valid without a hologram.  
This is a secure document using  
special inks and paper.  
Hold this document to the light  
to verify a Giraffe can be seen  
through the paper.

FTC No 0014035

# The National Examinations Council of Tanzania



## Certificate of Secondary Education

This is to certify that **BAHATI LUCAS**

Index No. **S0784-0151**

sat for the Certificate of Secondary Education Examination

at **AIRWING SECONDARY SCHOOL**

in **NOVEMBER 2002**

and qualified for the award of a

**CERTIFICATE OF SECONDARY EDUCATION**

in Division **THREE**

after attaining the following performance:-

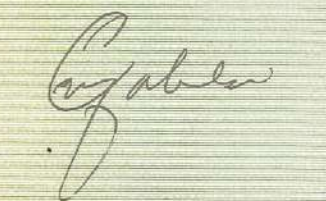
Subject	Grade
CIVICS	F (FAIL)
HISTORY	F (FAIL)
GEOGRAPHY	F (FAIL)
KISWAHILI	C (PASS)
ENGLISH LANGUAGE	D (PASS)
PHYSICS	B (PASS)
CHEMISTRY	C (PASS)
BIOLOGY	D (PASS)
BASIC MATHEMATICS	C (PASS)

\*\*\*\*\*

  
Chairman



Not valid without a hologram.  
This is a secure document using  
special inks and paper.  
Hold this document to the light  
to verify a Giraffe can be seen  
through the paper.

  
Executive Secretary

CS No 618797

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF BIRTH

B N° 0561048

No. of entry	(1)	Where born	(2)	Name if any	(3)	Sex	(4)	Name and Surname of father	(5)	Father's Occupation and residence	(6)	Father's Nationality	(7)	Name and maiden name of mother	(8)	Mother's occupation and residence	(9)	Mother's Nationality	(10)	Signature, description and residence of informant	(11)	Date of Birth	(12)	Date of registration	(13)	Signature of registering officer	(14)	Baptismal name if added or altered after registration of birth	(15)
	L.O.1097/2002	ILALA HOSPITAL DAR ES SALAAM		BAHATI		MALE		LUCAS MWAIPOPO MWANYANDWIKE		SOLDIER GONGO LA MBOTO DAR ES SALAAM		TANZANIAN		JANETH D/O KAPANGALA		PEASANT GONGO LA MBOTO DAR ES SALAAM		TANZANIAN		AS PER REGISTRAR GENERAL'S APPROVAL ORDER NO.1097 OF 2002 16TH OCTOBER 2002 AT ILALA DISTRICT		SIXTEENTH JUNE 1983		SIXTEENTH OCTOBER 2002		C.O. KAISI		/	

Certified under the Births and Deaths Registration Ordinance (Cap 108 of the Laws), to be a true copy of an entry in the register in my custody of Births for the District of ILALA in Tanzania.

Dated this ..... 19th ..... day of ..... DECEMBER ..... 19... 2002



DISTRICT REGISTRAR  
BIRTHS AND DEATHS  
ILALA

DISTRICT REGISTRAR

Fee Paid Shs. 250/=



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF WATER  
MASWA WATER SUPPLY AND SANITATION AUTHORITY

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwa@a@maji.go.tz](mailto:mdmauwa@a@maji.go.tz)



NEGOTIATION MEETING

Project: CONSTRUCTION OF EXTENSION LINE FOR MASWA-WSSA

MINUTES OF THE MEETING 16/11/2021

1. Detail of the meetings

Venue MANAGING DIRECTOR OFFICE

Date: 16/11/2021

Time 12:20- 01:31

2. Participants

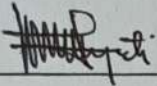
Name	Organization	Position	Department	Signature
Jonas kimath	MASWA-WSSA	Procurement and supplies officer	0765764574	
Leonard Mnyeti	MASWA-WSSA	Technical Manager	0757732911	
Raphael Mwita	MASWA-WSSA	Production Manager	0768219951	
Boniface Kasinde	MASWA-WSSA	Commercial Manager	0754710930	
Patrick Urio	MASWA-WSSA	Network Incharge	0754480112	
Bahati Lucas Mwaipopo	Local fundi	Local fundi	0765003002	

S/N	MEETING AGENDA	Resolution
	1: Opening Of the Meeting 2: Brief Description Of The Project 3: Negotiation Discussion 4: AOB 5: Closing the meeting	
<b>1.0</b>	<p><b>Opening Of the Meeting</b></p> <p>The Chairman opened the meeting at 12.20 hours by welcoming the Members of the negotiation team and the local fundi, and gave them opportunity to introduce themselves. After such a brief self-introduction, he introduced the main agenda of this meeting is to discuss and clarify some issues which were not apparent or could not be finalized at the time of bidding.</p>	
<b>2.0</b>	<p><b>Brief Description Of The Project:</b></p> <p>The briefing of the project was presented by head of Technical Department , who explain brief the scope of work is to Trench excavation with maximum depth of 1m and 0.45 m width, Lay HDPE pipe with different size by joining by batty fusion test 21,650 meters, backfill and compact well with selected soil , Construction of chambers with size 1mx1mx1 by using blocks 45cm x 23cm as per engineering drawing) and Construction of DP'S as per engineering drawing</p>	<b>Recommended</b>
<b>3.0</b>	<p><b>Contract price :</b></p> <p>After deeply discussion between the Local Fundi and negotiation committee, the Local Fundi agreed to lower the price from Tshs 84,652,500 to Tshs 81,405,000.</p>	<b>Recommended</b>

<b>4.0</b>	<b>Inspection and testing materials:</b>  Inspection and testing of material shall be conducted by the team appointed by Managing Director.	<b>Recommended</b>
<b>5.0</b>	<b>Time frame for completion of work :</b>  The time agreed by both parties for completion of the project shall not exceed three months.	<b>Recommended</b>
<b>6.0</b>	<b>Payment modality :</b>  <b>I was agreed that the payment certificate will as follows;-</b>  <ol style="list-style-type: none"><li>1. Advance payment 10 total amount of the work</li><li>2. Second phase payment will be 20% after construction work 20%</li><li>3. Third phase payment will be 30% after construction work 65%</li><li>4. Fourth phase payment will be 30% after construction work 95%</li><li>5. Fifth phase payment will be 10% after construction work 100%</li></ol>	<b>Recommended</b>



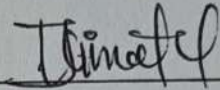
7.0	<b>Advance payment :</b> The client agreed to pay 10% Advance Payment.	<b>Recommended</b>
8.0	<b>AOB</b> The chairperson insisted the Local Fundi to maintain the quality of work and to abide with specification and engineering drawing Issued by MASWA-WSSA contraction committee also to maintain Time schedule	<b>Recommended</b>
9.0	<b>Closing:</b> The Chairman expressed his gratitude to all the Members for attending the meeting and their cooperation during the negotiation process. He finally closed the meeting at 01.31 hours.	<b>Recommended</b>



Secretary

16/11/2024

Date



Chairman

16/11/2024

Date

**MUHTASARI WA KUPITISHA MANUNUZI YA UTEKELEZAJI WA  
MIRADI KWA NJIA YA “FORCE ACCOUNT”. KIKAO KILICHOFANYIKA  
TAREHE 03/11/2021**

**MAHUDHURIO**

- |                     |   |            |
|---------------------|---|------------|
| 1. Patrick Urio     | - | Mwenyekiti |
| 2. Jonas Kimath     | - | Katibu     |
| 3. Raphael Mwita    | - | Mjumbe     |
| 4. Kassimu A. Kado- |   | Mjumbe     |
| 5. Leonard Mnyeti   | - | Mjumbe     |
| 6. Kasinde Boniface |   | Mjumbe     |
| 7. Joseph Mugusii-  |   | Mjumbe     |

**Wajumbe Wasiohudhuria**

- |                     |                    |
|---------------------|--------------------|
| 1. Sahra Kashakara- | Mjumbe kwa taarifa |
|---------------------|--------------------|

**Agenda:**

- 1 Kufungua kikao
- 2 Kusoma muhtasari wa kikao kilichopita
- 3 Kupitisha manunuzi ya mradi wa Kusambaza mtandao wa maji katika maeneo ya mji wa Maswa ambayo ni Jashimba, Sola Mwabomba, Mwangui, Mwawayi na Majebele kwa njia ya “force account”.
- 4 Mengineyo
- 5 Kufunga Kikao

**AGENDA Na.1 KUFUNGUA KIKAO**

Mwenyekiti alifungua kikao mnamo saa tisa kamilia(09:00) alasiri, kwa kuwakaribisha wajumbe wote kwenye kikao. Mwenyekiti aliwaambia Wajumbe kuwa Wizara ya Maji ina fedha za Mradi unaotokana na mapambano dhidi ya janga la ugonjwa wa UVIKO 19 (COVID19), na Mamlaka yetu ni moja ya wanufaika wa miradi hiyo.

Mwenyekiti aliwaelezea Wajumbe kuwa Mamlaka inategemea kuongeza mitandao ya maji maeneo ya mjini Maswa ambayo hayana mtandao, pamoja na maeneo ya vijijini. Pia kujenga tanki pamoja na ununuzi wa pampu mbili kwa ajili ya kuchotea maji bwawani. Mwenyekiti aliwaeleza kuwa kwa sasa Serikali imetoa fedha za mapambano zidi ya ugonjwa wa Uviko 19, baadhi ya fedha hizo imetengewa Wizara ya Maji na Mamlaka ya Maji Maswa ni mnufaika. Menejimenti imependekeza fedha hizo zitumike katika mradi wa kusambaza maji katika mji wa Maswa. Mwenyekiti aliwakaribisha Wajumbe kutoa michango yao.

**AGENDA Na.2 KUSOMA MUHTASARI WA KIKAO KILICHOPITA**

# **MUHTASARI WA KUPITISHA MANUNUZI YA MABOMBA NA VIUNGIO VYA MABOMBA KWA NJIA YA “SINGLE SOURCE”. KILICHOFANYIKA TAREHE 04/11/2021**

## **MAHUDHURIO**

- |                     |   |            |
|---------------------|---|------------|
| 1. Patrick Urio     | - | Mwenyekiti |
| 2. Jonas Kimath     | - | Katibu     |
| 3. Raphael Mwita    | - | Mjumbe     |
| 4. Kassimu A. Kado  | - | Mjumbe     |
| 5. Leonard Mnyeti   | - | Mjumbe     |
| 6. Kasinde Boniface | - | Mjumbe     |
| 7. Sahra Kashakara  | - | Mjumbe     |
| 8. Joseph Mgusii    | - | Mjumbe     |

## **Agenda:**

- 1 Kufungua kikao
- 2 Kusoma muhtasari wa kikao kilichopita
- 3 Kupitisha manunuzi ya mabomba na viungio vya mabomba kwa kutumia “single source”
- 4 Mengineyo
- 5 Kufunga Kikao

## **AGENDA Na.1 KUFUNGUA KIKAO**

Mwenyekiti alifungua kikao mnamo saa nne kamilia (09:00) alasiri, kwa kuwakaribisha wajumbe wote kwenye kikao. Mwenyekiti aliwaambia Wajumbe kuwa Wizara ya Maji ina fedha za Mradi unaotokana na mapambano dhidi ya janga la ugonjwa wa UVIKO 19 (COVID19), na Mamlaka yetu ni miongoni mwa wanufaika wa miradi hiyo.

Pia aliwaelezea kuwa Menejimenti imepanga fedha hizo zitumike katika usambazaji wa mtandao wa maji katika miji ya Jashimba, Sola Mwabomba, Mwangui, Mwawayi, Iyegelo na Badabada ,mradi umepangwa kutekelezwa ndani ya miezi sita. Mamlaka inanunua mabomba na viungio vya mabomba kwa ajili ya utekelezaji wa mradi wa usambazaji maji katika mji wa Maswa. Njia ya manunuzi itakayowezesha mradi huu kutekelezwa kwa wakati, ni kwa kufanya manunuzi kwa njia ya “single source”.

## **AGENDA Na.2 KUSOMA MUHTASARI WA KIKAO KILICHOPITA**

Mwenyekiti alimkaribisha Katibu ili asome muhtasari wa kikao kilichopita. Katibu alisoma muhtasari wa kikao kilichopita, na Wajumbe waliafiki na kuupitisha muhtasari pamoja na utekelezaji wa maazimio yaliyopitishwa na Bodi ya Zabuni.

Mwenyekiti alimkaribisha Katibu ili asome muhtasari wa kikao kilichopita. Katibu alisoma muhtasari wa kikao kilichopita, na Wajumbe waliafiki muhtasari pamoja na utekelezaji wa maazimio yaliyopitishwa na Bodi ya Zabuni.

### AGENDA Na.3 KUPITISHA NJIA YA MANUNUZI KWA NJIA YA "FORCE ACCOUT"

Mwenyekiti aliwaomba Wajumbe wa Bodi ya Zabuni kupitisha Manunuzi kwa njia ya "force account" mradi wa usambazaji maji maeneo ya Maswa mjini. Alielezea kuwa kwa kutumia njia ya "force account" italeta ufanisi wa kazi na pia itapunguza gharama katika kufanikisha ujenzi wa mradi huu.

Mwenyekiti aliyataja maeneo yatakayonufaika na mradi wa kusambaza mtandao wa maji katika mji wa Maswa kuwa ni maeneo ya Jashimba, Sola Mwabomba, Mwangui, Mwawayi na Majebele.

Aliwaomba wajumbe wapitie mradi tajwa na njia pendekezwa na kisha watoe maoni yao. Pia akatoa angalizo kuwa mradi huu unatakiwa utekelezwe kwa muda wa miezi sita tu. Wajumbe walipitia na kwa pamoja waliafiki mradi huu ujengwe kwa njia ya "force account".

### AGENDA Na. 4MENGINEYO.

Katika agenda ya mengineyo, Wajumbe walishukuru kwa kutupatia mradi huu wa dharura. Waliomba idara ya Ufundi ihakikishe inasimamia vizuri ujenzi wa miradi elekezwa. Pia waliomba Menejimenti ifuatilie upatikanaji wa fedha ili miradi hiyo ikamilike ndani ya muda wa miezi sita kama ilivyoagizwa na Serikali.

### AGENDA Na.5 KUFUNGA KIKAO

Mwenyekiti aliwashukuru Wajumbe kwa ushiriki mzuri na kwa kutoa mchango wa kufanikisha utekelezaji wa miradi hii ya dharura inayotokana na mapambano dhidi ya janga la UVIKO19 (COVID 19). Mwenyekiti alifunga kikao mnamo saa kumi kamili (10:00) jioni, kwa kuwatakia jioni njema.

Umeandaliwa na

*Jonas Lemata*  
*Demetef*

Katibu

Umesainiwa na

*KATLICH URTIO*

Mwenyekiti

### AGENDA Na.3 KUPITISHA MANUNUZI MABOMBA NA VIUNGIO VYA MABOMBA KWA NJIA YA "SINGLE SOURCE"

Mwenyekiti aliwaomba Wajumbe wa Bodi ya Zabuni kupitisha manunuzi kwa njia ya "single source". Alielezea kuwa njia hii itasimamiwa ili italeta ufanisi wa kazi na pia itapunguza muda wa kufanya Manunuzi.

Mwenyekiti alielezea manunuzi yatakayofanyika kwa njia ya "single source" kuwa ni manunuzi ya mabomba na viungio vya mabomba.

Wajumbe waliomba ufafanuzi wa utekelezaji wa manunuzi kwa kutumia "single source" ambapo Katibu wa Bodi ya Zabuni alitoa ufafanuzi wa kutumia single source kama njia ya manunuzi. Wajumbe baada ya kupata ufafanuzi wa kutumia "single source" wa manunuzi ya mabomba na viungio. Wajumbe wa Bodi Zabuni ya Manunuzi walipitia na kupitisha, manunuzi yafanyike kwa njia ya (single source).

### AGENDA Na. 4 MENGINEYO.

Katika agenda ya mengineyo, Wajumbe walikazia juu ya usimamizi wa utekelezaji miradi hiyo na ikamilike ndani ya muda mfupi. Waliomba idara ya Ufundi ihakikishe inasimamia vizuri ujenzi wa miradi elekezwa. Pia waliomba Menejimenti ifuatilie upatikanaji wa fedha ili miradi hiyo ikamilike ndani ya muda wa miezi sita kama ilivyoagizwa na Serikali.

### AGENDA Na.5 KUFUNGA KIKAO

Mwenyekiti aliwashukuru Wajumbe kwa ushiriki mzuri na kwa kutoa mchango wa kufanikisha utekelezaji wa mradi huu wa dharura unaotokana na mapambano dhidi ya janga la UVIKO19. Mwenyekiti alifunga kikao mnamo saa kumi kamili (11:05) jioni, kwa kuwatakia kazi njema.

Umeandaliwa na

*Jonas Lumwa*  
*Timoteo*

Katibu

Umesainiwa na

*PATRICK UHIO*  
*Pj*

Mwenyekiti

**MUHTASARI WA KUPITISHA NUKUU ZA BEI (QUOTATIONS) KWA AJILI YA  
MANUNUZI YA MABOMBA, VIFAA VYA UJENZI NA MANUNUZI YA VIUNGIO VYA  
MABOMBA (FITTINGS). KILICHOFANYIKA TAREHE 05/11/2021**

**MAHUDHURIO**

- |                     |   |            |
|---------------------|---|------------|
| 1. Patrick Urio     | - | Mwenyekiti |
| 2. Jonas Kimath     | - | Katibu     |
| 3. Raphael Mwita    | - | Mjumbe     |
| 4. Kassimu A. Kado- |   | Mjumbe     |
| 5. Leonard Mnyeti   | - | Mjumbe     |
| 6. Sahra Kashakara- |   | Mjumbe     |
| 7. Kasinde Boniface | - | Mjumbe     |
| 8. Joseph Mgusii    |   | -Mjumbe    |

**Agenda:**

- 1 Kufungua kikao
- 2 Kusoma muhtasari wa kikao kilichopita
- 3 Kupitisha manunuzi vidadisi bei vya mabomba na viunganishio (fittings) na vifaa vya ujenzi kwa ajili ya utekelezaji wa mradi wa ujenzi wa laini za mabomba kwa ajili ya kusambaza maji.
- 4 Mengineyo
- 5 Kufunga Kikao

**AGENDA Na.1 KUFUNGUA KIKAO**

Mwenyekiti alifungua kikao mnamo saa tisa kamili (09:00) alasiri, kwa kuwakaribisha wajumbe wote kwenye kikao. Mwenyekiti aliwaambia Wajumbe kuwa Wizara ya Maji ina fedha za Mradi unaotokana na mapambano dhidi ya janga la ugonjwa wa UVIKO 19 (COVID19), na Mamlaka yetu ni moja ya wanufaika wa miradi hiyo.

Mwenyekiti aliwaelezea Wajumbe kuwa Mamlaka inategemea kuongeza mitandao ya maji maeneo ya mjini Maswa, ambayo hayana mtandao. Mwenyekiti aliwakaribisha Wajumbe kutoa michango yao kwenye hizi agenda.

**AGENDA Na.2 KUSOMA MUHTASARI WA KIKAO KILICHOPITA**

Mwenyekiti alimkaribisha Katibu ili asome muhtasari wa kikao kilichopita. Katibu alisoma muhtasari wa kikao kilichopita, na Wajumbe walifiki muhtasari pamoja na utekelezaji wa maazimio yaliyopitishwa na Bodi ya Zabuni.

**AGENDA Na. 3 KUPITISHA VIDADASI BEI KWA AJILI YA MANUNUZI YA MABOMA, VUNGANISHIOA(FITTINGS) NA VIFAA VYA UJENZI.**

Mwenyekiti aliwaomba Wajumbe wa Bodi ya Zabuni kupitisha vidadisi bei vya manunuzi ya mabomba,vifaa vya ujenzi pamoja na viunganishio vya mabomba, kwa ajili ya mradi

wa kusambaza maji ndani ya mji wa Maswa. Aliwaeleza kuwa manunuzi yanatakiwa kufanyika haraka, ili kutekeleza mradi. Pia alifafanua kuwa mradi unatakiwa uwe umekamilika ndani ya miezi sita kuanzia mwezi huu. Baada ya maelezo hayo Mwenyekiti aliwaomba Wajumbe wapitie vidadisi bei kwa ajili ya ununuzi wa mabomba, viungio na vifaa vya ujenzi na kisha watoe maoni yao. Wajumbe walipitia na kwa pamoja waliafiki na kuvipitisha vidadisi bei vya mabomba viungio vya mabomba pamoja na vifaa vya ujenzi.

#### **AGENDA Na. 4 MENGINEYO.**

Katika agenda ya mengineyo, Wajumbe walishukuru kwa kutupatia mradi huu wa dharura. Waliomba idara ya Ufundi ihakikishe inasimamia vizuri ujenzi wa miradi elekezwa. Pia waliomba Menejimenti ifuatilie upatikanaji wa fedha ili miradi hiyo ikamilike ndani ya muda wa miezi sita kama ilivyoagizwa na Serikali.

#### **AGENDA Na.5 KUFUNGA KIKAO**

Mwenyekiti aliwashukuru Wajumbe kwa ushiriki mzuri na kwa kutoa mchango wa kufanikisha utekelezaji wa miradi hii ya dharura inayotokana na mapambano dhidi ya janga la UVIKO19 (COVID 19). Mwenyekiti alifunga kikao mnamo saa kumi kamili (10:00) jioni, kwa kuwatakia jioni njema.

Umeandaliwa na

JAMES LUMATA  
James

Katibu

Umesainiwa na

PATRICK UKIO  
PK

Mwenyekiti



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**  
Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



**TENDER BOARD MEETING**

**PROJECT NAME: CONSTRUCTION OF EXTENSION LINE FOR MASWA-WSSA**

**MINUTES OF THE MEETING**

**1. Details of the meeting**

Purpose of the Meeting: Approving Evaluation Report and Recommendation of Awarding the contract

Venue LAND COUNCIL HALL

Date: 15/11/2021

Time 16:20- 17:07pm

**2. Participants**

Name	Position	Department
Patric Urio	Chairperson	Technical
Leonard Mnyeti	Member	Technical
Jonas Kimath	Secretary	PMU
Raphael Mwita	Member	Technical
Boniface Kasinde	Member	Commercial
Kassim Abdalla Kado	Member	Finance
Sahra Kashakala	Member	Technical
Joseph Mgusii	Member	Technical

S/N	MEETING AGENDA	ACTION BY
	<ol style="list-style-type: none"><li>1. Opening of the Meeting</li><li>2. Reading of previous meeting Minutes</li><li>3. Approving Evaluation Report and Recommendation of awarding contract</li><li>4. AOB</li><li>5. Closing of the meeting</li></ol>	
<b>1.0</b>	<b>Opening of the Meeting</b> The meeting was convened and held at Land Council Hall, it was opened at 16:20 p.m. by the Chairperson of the Tender Board.	<b>Chair person</b>
<b>2.0</b>	<b>Reading Of Previous Meeting minutes</b>	<b>Secretary</b>



	The secretary read the previous minutes and all members agreed with the content of the minutes	
<b>3.0</b>	<p><b>Approving Evaluation Report and Recommendation of awarding contract</b></p> <p>-First of all the secretary presented evaluation report and distributed copies of the report to members. After every member having passed through the report, The secretary therefore lead the discussion of the report by thoroughly reading page by page. it was therefore, found that the evaluation committee have done their work effectively . There was no question raised concerning the report and the evaluation was conducted by following the procedures of Public Procurement Act of 2011 and its regulation of 2013. And hence the tender board approved the report and recommend for awarding the contract for the lowest evaluated bidder, despite of recommendation of awarding the lowest bidder the member wanted to enter into negotiation with Local Fundi ,the supplier of Water Pipe (HDPE) and supplier of building material on some areas and to have an agreement before enter into a contract as it was advised by evaluation committee</p>	<b>Members</b>
<b>4.0</b>	<p><b>AOB</b></p> <p>Members of Tender Board insisted the Secretary to make sure that the negotiation must be done very quickly as it was advised by evaluation committee</p> <p>Also, chairperson insisted the Members of Tender Board to make close follow-up after awarding the contract to the supplier to make sure that all materials are delivered on time with righty quality and quantity as per specification provided.</p>	<b>Member</b>
<b>5.0</b>	<p><b>Closing the meeting</b></p> <p>The meeting closed by the Chairperson at 17:07pm and thanked all the Members for their contribution on the agenda that was tabled in the meeting.</p>	<b>Chairman</b>

Thimoteo

Secretary

15/11/2021

Date


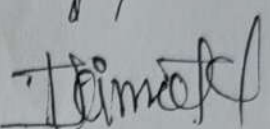
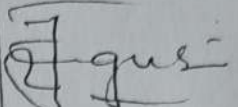
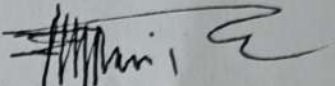
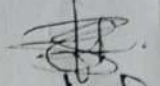
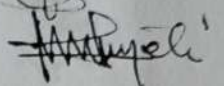
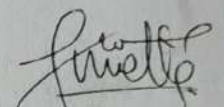

PH

Chairman

15/11/2021

Date

TENDER BOARD MEETING DATE 15/11/2021

SN	NAME	DESCRIPTION	SIGNATURE
1.	PATRICK UHIO	MW/KA	
2.	JONAS LUMATHI	Katibu	
3.	Joseph Mguu	MJUMBE	
4	Raphael Muta	Mjumbe	
5	SAMIA MUSHAKARI	MJUMBE	
6.	Leonard Mnyeli	Mjumbe	
7.	KASINDE BONIFACE	Mjumbe	
8	KASSIM ABDULLAH	Mjumbe	



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION**  
**AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



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

SUPPLY OF BULDING MATERIAL FOR CONSTRUCTION OF WATER  
EXTENSION LINES FOR MASWA WSSA.

**MASWA-WSSA/SMYU/2020/2021/G/11**

**BETWEEN**

**MASWA WATER SUPPLY AND SANITATION AUTHORITY  
(MASWA-WSSA)  
(THE PURCHASER)**

**AND**

**JOSEPH PETER BUJENJA  
(THE SUPPLIER)**

**Fy-2021-2022**

To: **JOSEPH PETER BUJENJA**  
**P.O.BOX 68 MASWA-SIMIYU**

Your quotation dated **10 November 2021** 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. Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:

- (a) Local Purchase Order (LPO);
- (b) Quotation Submission Form;
- (c) General Conditions of Contract for LPO;
- (d) Special Conditions of Contract for LPO;
- (e) Schedule of requirements and Prices; and
- (f) The procuring entity's notification of award

**1. Contract Sum:** The Contract Sum shall be **Tanzanian Shillings Seven Million Six Hundred Seventy Six Thousand Eighty Hundred Forty Four Only** (Tshs.7,676,844.00) VAT INCLUSIVE as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).

**2. Commencement of the LPO:** This LPO shall commence immediately after signing by the Parties.

**3. Delivery Period:** The goods are to be use after the date of signing this LPO.

**4. Delivery point:** The goods shall be delivered at the MASWA-WSSA

**5. Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

**6. Payment to Supplier:**

- (a) Payments shall be made within five (5) days upon completion of satisfactory performance of the contract; and
- (b) The following documentation must be supplied for payments to be made:
  - (i) An original and two copies of an Invoice;
  - (ii) A delivery note evidencing dispatch of the goods;
  - (iii) Acceptance certificate/inspection report signed by a responsible person or committee for certifying satisfactory completion of the order]; and
  - (iv) Electronic Fiscal Device (EFD) receipt.

**7. Payment Modality:**

- (a) **Advance Payment:** 0% of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.
- (b) **On Delivery:** 0% of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.
- (c) **On Acceptance:** 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**8. Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:

- (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
- (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within **seven (7)** days; and
- (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

**9. Contact Person:**

Any notices, enquiries and documentation shall be addressed to:

**Managing Director**

Maswa Water Supply and Sanitation Authority (MASWA-WSSA),

P. O. Box 185,

Maswa -Simiyu



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



**JOSEPH PETER BUJENJA**  
**P.O.BOX 68**  
**MWANZA.**

**Date: 16<sup>th</sup> November, 2021**

**RE: QUOTATION NO. MASWA-WSSA/SMYU/2020/2021/G/10 FOR SUPPLY OF BUILDING MATERIAL FOR CONSTRUCTION OF WATER EXTENSION LINES FOR MASWA WSSA.**

**SUB: LETTER OF ACCEPTANCE.**

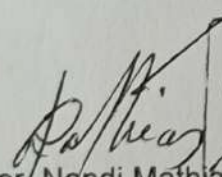
Please refer to your quotation dated 10 November 2021 for supply of Building Material for construction of water extension lines for Maswa WSSA.

This is to notify that the Authority has accepted your bid for supply of Building Material for construction of water extension lines for Maswa WSSA. Quotation number **MASWA-WSSA/SIMIYU /2020/2021/G/10** Amounting to Tanzania shillings seven million six hundred seventy-six thousand eight hundred fort four only.

The Contract is being prepared and you are required to sign with the Managing Director of MASWA-WSSA on 17 November 2021.

Kindly acknowledge receipt of this letter in writing at your earliest convenience or submit on the day of signing the contract.

Yours

  
Engineer Nandi Mathias  
**MASWA-WSSA.**

MANAGING DIRECTOR  
URBAN WATER SUPPLY AND  
SANITATION AUTHORITY  
MASWA

---

*All correspondence should be addressed to the office of Managing Director MASWA WSSA.*

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER:

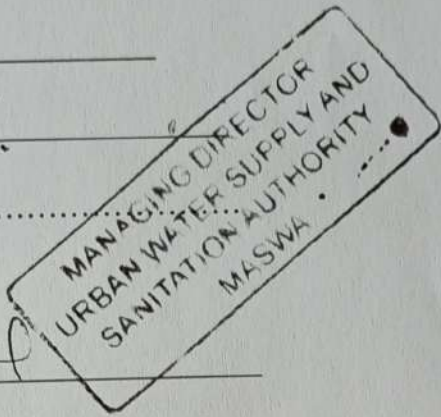
Signature: [Signature]

Name: YANUS / MATHIAS

Title: MD

Date: 17/11/2021

Seal: .....



In the presence of:

Signature: [Signature]

Name: JONAS LIMATH

Title: PROCUREMENT OFFICER

Date: 17/11/2021

FOR AND ON BEHALF OF THE SUPPLIER:

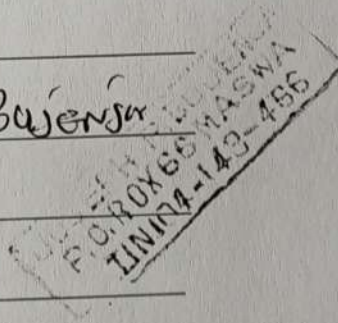
Signature: [Signature]

Name: JOSEPH PETER BUJENSA

Title: SUPPLIER

Date: 17/11/2021

Seal: .....



In the presence of:

Signature: [Signature]

Name: ANDREA JOSEPH PETER

Title: STORE KEEPER

Date: 17/11/2021



## Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
1	Concrete block 45mmx15mm	No.	600	1800	1080000 ✓	
2	Cement 42.5	Bags	158	21000	3318000 ✓	
3	Wire mesh	No.	9	25000	225000 ✓	
4	Bars 12mm	No.	6	28000	168000 ✓	
5	Bars 18mm	No.	6	13000	78000 ✓	
6	Birding wire	Kg	10	6000	60000 ✓	
7	Soft wood 4x2	No.	20	7500	150000 ✓	
8	Soft wood 2x2	No.	12	4000	48000 ✓	
9	Plywood	No.	4	6200	24800 ✓	
10	Nails					
A	2½"	Kg	5	4000	20000 ✓	
B	4"	Kg	5	4000	20000 ✓	
C	3"	Kg	5	4000	20000 ✓	
11	Sand	M³	18	18000	324000 ✓	
12	Aggregate	M³	23	55600	1278800 ✓	
Total Amount for Supply of Goods excluding VAT					7037800	
Add VAT					1266804	
Total Amount for Supply of Goods (including VAT)					8304604	
Goods to be supplied to [insert destination of goods]						

Total Amount in TZS. (in words)	[insert Total Amount for Supply of Goods, excluding VAT]
Seven millions, thirty seven thousand and eight hundred only.	7,037,800
The delivery period offered is:	[insert number] days/weeks/months from date of LPO 3 Days.

**JOSEPH P. BUJENJA**  
 P.O. BOX 66 MASWA  
 TIN 074-143-486

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

## **1.0 Definitions**

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

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

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

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

“The Purchaser” means the Government Entity purchasing the Goods, as named in the 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.

### **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**

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.
- 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.

## **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 GCC 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29.0 Governing Language**

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

## **30.0 Applicable Law**

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

## **SECTION VII: SPECIAL CONDITIONS OF LPO**



## 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>MASWA WATER SUPPLY AND SANITATION AUTHORITY (MASWA-WSSA).</b>
2.	1.1	The Supplier is: <b>To: JOSEPH PETER BUJENJA</b>
3.	1.1	The Project is: <b>SUPPLY OF BUILDING MATERIALS FOR CONSTRUCTION OF WATER STORAGE TANK 1000M<sup>3</sup></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>N/A</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>NOT APPLICABLE.</b>
		<b>Packing (GCC 8)</b>
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		<b>Delivery and Documents (GCC 9)</b>
7.	9.1	<b>For Goods supplied from abroad:</b>  <b>NOT APPLICABLE</b>
8.	9.1	<b>For Goods from within the United Republic of Tanzania:</b>

		<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</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><i>[Other similar documents should be listed]</i></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>NOT APPLICABLE</b>
	<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 24 hours of operation or 12 months from date of acceptance of the Goods or (15) months from the date of shipment, whichever occurs earlier. 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> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the</li> </ul>

		<p>contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</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>7 DAYS.</b>
	<b>Payment (GCC 15)</b>	
13.	15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <u>N/A</u></p> <p>(i) <b>Advance Payment:</b> 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) <b>On Acceptance:</b> 0 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>

		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment:</b> 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Delivery:</b> 0 Percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) <b>On Acceptance:</b> 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be [ <i>insert rate</i> ]. <b>NOT APPLICABLE.</b>
	<b>Prices (GCC 16)</b>	
		<b>The contract for addition materials may increase by 100%</b>
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  [ <i>To be inserted <b>only</b> if price is subject to adjustment.</i> ]
	<b>Spare Parts (GCC 17)</b>	
16.	17.1	Additional spare parts requirements are:  Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.

	<b>Liquidated Damages (GCC 22)</b>	
17.	22.1	Applicable rate: <i>[insert rate]</i>  Maximum deduction: is equal to the performance security.  <i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;</i>
	<b>Procedure for Dispute Resolution (GCC 27)</b>	
18.	27.1	Appointing Authority for the Adjudicator shall be <b>PARTIES</b> . The Adjudicator payment rate per hour: <b>TANZANIA SHILLINGS 150,000</b> .
19.	27.2	Arbitration institution shall be <b>TANZANIA INSTITUTE OF ARBITRATION</b> . Place for carrying out Arbitration shall be <b>DAR ES SALAAM</b> .
	<b>Governing Language (GCC 29)</b>	
20.	29.1	The Governing Language shall be: <b>ENGLISH/KISWAHILI</b> .
	<b>Applicable Law (GCC 30)</b>	
21.	30.1	The Applicable Law shall be: Laws of <b>TANZANIA</b> .
	<b>Notices (GCC 31)</b>	
22.	31.1	(a) PE's address for notice purposes: <b>MASWA WATER SUPPLY AND SANITATION AUTHORITY</b> <b>The Managing Director</b> <b>P.O.BOX 185 Maswa -Simiyu,</b>  (b) Supplier's address for notice purposes: <b>Joseph Peter Bujenja</b> <b>P.O.BOX 68, Maswa</b>



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION AUTHORITY**  
 Telegrams "MAJI Tel No: 028-2750237/2750375  
 S.L.P 185, Maswa  
 Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



**NEGOTIATION MEETING**

**Project: CONSTRUCTION OF EXTENSION LINE FOR MASWA-WSSA**

**MINUTES OF THE MEETING 16/11/2021**


**1. Detail of the meetings**

**Venue** MANAGING DIRECTOR OFFICE  
**Date:** 16/11/2021  
**Time** 09:10- 10:00

**2. Participants**

Name	Organization	Position	Department	Signature
Jonas kimath	MASWA-WSSA	Procurement and supplies officer	0765764574	
Leonard Mnyeti	MASWA-WSSA	Technical Manager	0757732911	
Raphael Mwita	MASWA-WSSA	Production Manager	0768219951	
Boniface Kasinde	MASWA-WSSA	Commercial Manager	0754710930	
Patrick Urio	MASWA-WSSA	Network Incharge	0754480112	
Joseph Peter Bujenja	Supplier	Supplier	07650030020 0754450758	

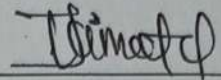
S/N	MEETING AGENDA	Resolution
	<p>1: Opening Of the Meeting</p> <p>2: Negotiation Discussion</p> <p>4: AOB</p> <p>5: Closing the meeting</p>	
<b>1.0</b>	<p><b>Opening Of the Meeting</b></p> <p>The Chairman opened the meeting at 12.20 hours by welcoming the Members of the negotiation team and the supplier , and gave them opportunity to introduce themselves. After such a brief self-introduction, he introduced the main agenda of this meeting is to discuss and clarify some issues which were not apparent or could not be finalized at the time of bidding.</p>	
<b>3.0</b>	<p><b>Contract price:</b></p> <p>After deeply discussion between the supplier and negotiation committee, the supplier agreed to lower the price from Tshs 8,304,604.00 to Tshs 7,676,844.00 both parties agreed that the supplier will receive the payment after delivery of the said consignment</p>	<b>Recommended</b>
<b>8.0</b>	<p><b>AOB</b></p> <p>The chairperson insisted the supplier to maintain the specification and quality of building material . Furthermore, he insisted on timely delivery of the said building material so that to avoid unnecessary delaying of execution of the work.</p>	<b>Recommended</b>
<b>9.0</b>	<p><b>Closing:</b></p> <p>The Chairman expressed his gratitude to all the Members for attending the meeting and their cooperation during the negotiation process. He finally closed the meeting at 10.40 hours.</p>	<b>Recommended</b>



Secretary

16/11/2021

Date



Chairman

16/11/2021

Date



THE UNITED REPUBLIC OF TANZANIA  
MASWA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Telegrams "MAJI"  
Simu Na. 0757301132  
Fax Na: 028-2750237  
E-Mail: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



S.L.P 185  
MASWA

**1.2 Extension of Water Network at Jashimba, Sola Mwabomba, Mwanguhi, Mwawayi, Majebele and Ikungulyasubi in Maswa town.**

S/N	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	HDPE pipe DN 160 PN 10	m	2500	48,000	120,000,000
2	HDPE Pipe DN 110 PN 10	m	6000	23,227	139,360,200
3	Polly pipe 2" Class C	m	13,000	7,500	97,500,000
4	Straight connector 2"	pc	67	20,000	1,340,000
5	Male connector 2"	pc	20	14,000	280,000
6	Tee steel 8"x6"	pc	1	800,000	800,000
7	Steel flange 6"	pc	4	190,000	760,000
8	Stab DN 160 PN 10	pc	4	200,000	800,000
9	Aqual lock flange DN 200	pc	2	250,000	500,000
10	Tee steel 4"	pc	3	150,000	450,000
11	Steel flange 4"	pc	12	55,000	660,000
12	Stab DN 110 PN 10	pc	6	125,000	750,000
13	Sluice valve 6"	pc	1	650,000	650,000
14	Sluice valve 4"	pc	3	450,000	1,350,000
15	Gate valve 2"	pc	16	80,000	1,280,000
16	Nipple GS 2"	pc	16	12,000	192,000
17	Aqual lock flange 4"	pc	6	120,000	720,000
18	Air valve 2"	pc	8	200,000	1,600,000
19	Saddle clamp 6"x2"	pc	2	60,000	120,000
20	Saddle clamp 4x2"	pc	14	20,000	280,000
21	Saddle clamp 2x1"	pc	6	8,000	48,000
22	R.bush 1x3/4" GS	pc	6	2,000	12,000
23	Nipple 3/4" GS	pc	12	1,500	18,000
24	Gate valve 3/4"	pc	12	18,000	216,000
25	Tee GS 3/4"	pc	6	2,000	12,000
26	Elbow GS 3/4"	pc	6	1,500	9,000
27	Socket GS 3/4"	pc	12	2,000	24,000
28	Bibcork 3/4"	pc	12	18,000	216,000
29	Male connector 3/4"	pc	12	2,000	24,000
30	Polly pipe 3/4"	m	150	1,200	180,000
31	Seal tape	pc	200	500	100,000
32	Bolt & Nuts	pc	192	2,500	480,000
33	Gasket rubber	roll	1	450,000	450,000
34	Chamber construction as per engineering drawing ( Tapping point)	nr	10	350,000	3,500,000
	<b>Subtotal caried to next page</b>				<b>374,681,200</b>

S/N	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>Subtotal brought forward from previous page</b>				<b>374,681,200</b>
35	Construction of DP'S as per engineering drawing	nr	4	1,000,000	4,000,000
36	Trench excavation with maximum depth of 1m and 0.45 m width	m	21,650	2,000	43,300,000
37	Lay Polly pipe Class C, test, backfill and compact well with selected soil.	m	10,150	2,000	20,300,000
38	Lay HDP E pipe by joining by batty fusion test, backfill and compact well with selected soil.	m	8,500	2,500	21,250,000
	<b>Subtotal</b>				<b>463,531,200</b>
	<b>Supersvison and material test cost 10%</b>				<b>46,353,120</b>
	<b>Grand total</b> Jashimba,sola,mwanguhi,mwawayi,lyogelo,lkungulyasubi and				<b>509,884,320</b>

**SUMMARY SHEET FOR COST ESTIMATE OF WATER PROJECTS AT MASWA URBAN  
WATER SUPPLY AND SANITATION AUTHORITY**

S/N	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.2	Jashimba,sola,mwanguhi,mwaw ayi and Majebele.lkungulyasubi,				509,884,320.00
	<b>GRAND TOTAL</b>				<b>509,884,320.00</b>

JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA MAJI



MAMLAKA YA MAJISAFI NA USAFI WA MAZINGIRA MASWA

Telegrams "MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, Barua pepe: mdmauwasa@maji.go.tz



**MKAKATI WA USIMAMIZI, UFUATILIAJI NA UTEKELEZAJI WA MRADI WA  
KUPAMBANA NA MAABUKIZI YA UVIKO 19 KATIKA KUBORESHA HUDUMA  
YA MAJI MRADI WA KITAIFA MASWA**

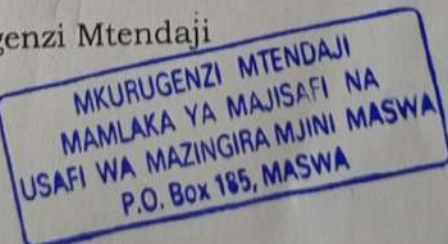
Menejimenti ya Mradi wa Kitaifa Maswa imeunda kamati mbili za Usimamizi na Ufuatiliaji (uratibu) wa utekelezaji wa Mradi wa Kupambana na Maambukizi ya Uviko 19 katika kuboresha huduma ya Maji, Kamati hizo ni :-

- 1. Kamati ya Ufuatiliaji** wa mradi ambayo itakuwa na majukumu yafuatayo;-
  - Kuhakikisha Nyaraka zote zinzotakiwa kwenye Mradi zipo sawa
  - kupitia maeneo yote ambayo mradi utatekelezwa
  - kushughulikia vibali vya uvushaji wa bomba iwapo kutakuwa na kuvuka barabara.
  - Kufuatilia marakwamara kipindi cha utekelezwaji kujua kama kunachangamoto na kusaidia kuzipatia majawabu.
- 2. Kamati ya Usimamizi** wa Mradi ambayo itakuwa na majukumu yafuatayo;-
  - Kusimamia maandalizi yote ya awali ya Mradi
  - Kuandaa mahitaji yote ya vifaa vitakavyo hitajika katika utekelezaji wa mradi
  - Kusimamia utekelezaji wa kazi zote za mradi zitakazo fanyika kwa ubora na kuhakikisha zinakamilika kwa wakati
  - Kuandaa taarifa zote za utekelezaji wa Mradi.

Naomba kuwasilisha

Inj. Nandi Mathias

Mkurugenzi Mtendaji



JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA MAJI



MAMLAKA YA MAJISAFI NA USAFI WA MAZINGIRA MASWA

Telegrams "MAJI Tel No: 028-2750237/2750375

S.L.P 185, Maswa

Fax: 028-27502337, Barua pepe: mdmauwasa@maji.go.tz



**MKAKATI WA KUKABILIANA NA UPANDAJI WA GHARAMA ZA VIFAA VYA UTEKELEZAJI MRADI ILI KUPATA DHAMANI YA FEDHA.**

Mradi wa Kitaifa Maswa katika utekelezaji wa Mradi ya Ustawi Taifa na kubambana dhidi ya Uviko 19 katika kuendeleza huduma za Maji katika Mji wa Maswa.

Aidha katika kukabiliana na upandaji wa gharama za vifaa kupata thamani ya fedha kwenye utekelezaji wa Mradi Mamlaka imefanya majadiliano na wazabuni wote waliochaguliwa na kukubaliana pamoja na mambo mengine gharama za vifaa zitabaki kama zilivyo katika bei ya soko la sasa ambayo iko katika mikataba waliyoingia.

Naomba kuwasilisha.

Inj. Nandi Mathias

Mkurugenzi Mtendaji

MASWA-WSSA

MKURUGENZI MTENDAJI  
MAMLAKA YA MAJISAFI NA  
USAFI WA MAZINGIRA MJINI MASWA  
P.O. Box 185, MASWA

THE COVID -19 ACTION PLAN - COMPLETION OF PLANNED NEW PROJECTS FOR (MASWA-WSSA)

IMPROVEMENT OF MASWA WATER SUPPLY AND SANITATION AUTHORITY (MASWA-WSSA)										2021												2022						Method of Execution	
SN	Region	District	Project Name	Maswa Center		Total Centers(s) Population	Total Meters covered for extension	Output			Budget	Planned Activities	Coast	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June				
				Total	Names			Number	HP	Pop.Served																			
1	Simiyu	Maswa	IMPROVEMENT OF MASWA-WSSA WATER SUPPLY SYSTEM IN MASWA DISTRICT PROJECT	1	Mwanguhia and Mwanguh B, Binza, Majebele,Badabada, yogele,Mwawayi, Sola Mwabomba, Jashimba , Matalambuli and Mwakalekwa	12,634	21,650	10	4	12,634	509,884,320	371,181,200.00													Force Account				
											43,300,000.00																		
											20,300,000.00																		
											3,500,000.00																		
											4,000,000.00																		
<b>TOTAL FOR LUDEWA</b>										<b>1</b>	<b>12,634</b>	<b>21,650</b>	<b>10</b>	<b>4</b>	<b>12,634</b>	<b>509,884,320.00</b>													