

**CONTRACT NO: AE/048/2021-2022/G/28 - SUPPLY OF FITTINGS FOR  
WATER NETWORK EXTENSION IN TANGA CITY (COVID 19  
INTERVENTION PROJECT)**

**Between**

**TANGA WATER SUPPLY AND SANITATION  
AUTHORITY**

**And**

**TRANS OCEAN SUPPLIES LIMITED  
PO BOX 10216  
DAR ES SALAAM**

**Form of Agreement**

**THIS AGREEMENT** made the 17<sup>th</sup> day of Nov 2021 between **Tanga Water Supply and Sanitation Authority** of P.O. Box 5011, Tanga, Tanzania (hereinafter called "the Purchaser") of the one part and **M/s. Trans Ocean Supplies**, P.O. Box 10216, Dar es salaam (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Bids for Supply of Fittings for Water Network Extension in Tanga City ( Covid 19 Intervention Project) and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Tanzanian Shillings Sixty One Million Eighty Hundred Nine Thousand Five hundred [TZS 61,809,500 (VAT Exclusive)]**. (hereinafter called "the contract price")

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of agreement;
  - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the GCC;
  - (g) the Purchaser's Letter of Acceptance; and
  - (h) *Special Power of Attorney*

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
  
4. The PE hereby covenants to pay the Supplier in consideration of the supply of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

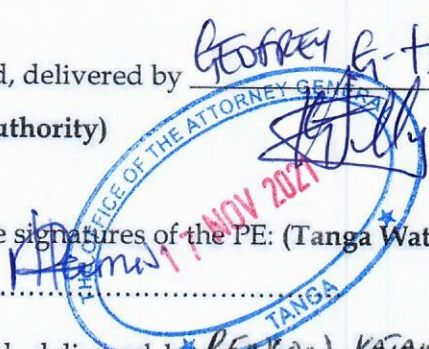
Signed, sealed, delivered by GEORGEY G. HILLY the MD (Tanga Water Supply and Sanitation Authority)

Witness to the signatures of the PE: (Tanga Water Supply and Sanitation Authority)

Signed, sealed, delivered by BENSON KATIANGA the SALES EXECUTIVE (Trans Ocean Supplies Limited)

Witness to the signatures of the Supplier (Trans Ocean Supplies Limited):

VANDESSA HEBON [Signature]



[Signature]

TRANS OCEAN SUPPLIES LTD.  
P.O. Box 10218  
DAR-ES-SALAAM

**Form of Tender**

**TRANS OCEAN SUPPLIES LIMITED**

Plot No. 728, Block II

Simu/Makunganya Street opposite Rita Tower

P.O. Box 10216, Dar es Salaam

Tel: 255 22 2137319 Fax: 255 22 2137319

Email: [info@transoceansupplies.com](mailto:info@transoceansupplies.com), [general@transoceansupplies.com](mailto:general@transoceansupplies.com)



**Date:** 15 November, 2021

To: Managing Director,  
Tanga Water Supply and Sanitation Authority,  
P.O Box 5011,  
Tanga, Tanzania.

Dear Sir/Madam,

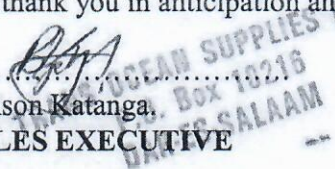
**RE;QUOTATION NO: AE/048//2021-2022/G/28 FOR SUPPLY PIPE FITTINGS FOR NETWORK EXTENSION IN TANGA CITY.**

We hereby to introduce Trans Ocean Supplies Limited – a general trading company with Registration No. 33492 offered in Dar es Salaam on 19<sup>th</sup> February 1998. The offices are located at Plot No. 728, Block II, and Opposite Rita Tower, Simu/Makunganya Street Ilala District. The Company's interest covers a broad range of items (including those in the water industry and office supplies). In the water business we deal mainly with water fittings, water treatment chemicals, water meters, water pumps and bearings etc. Our main clients are Dar es Salaam Water and Sewerage Authority (**DAWASA**), Moshi Urban Water Supply and Sewerage Authority (**MUWSA**), Dar es Salaam Urban Water Supply and Sewerage Cooperation (**DAWASCO**), Shinyanga Urban Water Supply and Sewerage Authority (**SHUWASA**), Mwanza Urban Water Supply and Sewerage Authority (**MWAUWASA**), Arusha Urban Water Supply and Sewerage Authority (**AUWSA Masasi (MANAWASA)**), Ministry of Water (**MAJI CENTRAL STORE**) and other Regional Water Authorities.

Our key strengths have been competitiveness, quality and efficiency. In view of this we wish to participate in the supply of **PIPES AND FITTINGS**.

We thank you in anticipation and hope to work with you in the near future.

.....  
Benson Katanga  
**SALES EXECUTIVE**



## 1. FORM OF TENDER

**Date:** 15 November, 2021

To: Managing Director,  
Tanga Water Supply and Sanitation Authority,  
P.O Box 5011,  
Tanga, Tanzania.

Gentlemen and /or Ladies:

Having examined the Bidding documents including Addenda Nos. **QUOTATION NO: AE/048//2021-2022/G/28 FOR SUPPLY PIPE FITTINGS FOR NETWORK EXTENSION** The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **FOR SUPPLY OF PIPE FITTINGS** in conformity with the said Bidding documents for the sum of **TZS 72,935,210.00** (Seventy Two Million Nine Hundred Thirty Five Thousand Two Hundred and Ten Only) **VAT inclusive** Or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the **Bid validity period of 45 days** as specified in the Bid Data Sheet, 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 Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract:-

**Schedule of Price and Technical Specifications**

**SCHEDULE OF REQUIREMENT AND PRICE****DATE: November 12, 2021****Quotation No. AE/048/2021/2022/G/28 FOR SUPPLY OF WATER PIPES AND FITTINGS****Name of Tenderer: TRANS OCEAN SUPPLIES LIMITED**

<b>SNO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>TOTAL AMOUNT</b>
1	uPVC 90° bend OD150mm PN12.5 with rubber	pc	3	320 000,00	960 000,00
2	uPVC 45° bend OD150mm PN12.5 with rubber	pc	2	320 000,00	640 000,00
3	OD160 450 PVC Bend, PN10	pc	2	350 000,00	700 000,00
4	OD110 450 PVC Bend, PN10	pc	4	180 000,00	720 000,00
5	uPVC 45° Bend OD90mm, PN12.5 with rubber	pc	10	140 000,00	1 400 000,00
6	uPVC 90° Bend OD90mm PN12.5 with rubber	pc	8	140 000,00	1 120 000,00
7	Steel/DI Flanged Reducer Tapper 6"x4" PN16	pc	1	360 000,00	360 000,00
8	Steel/DI Flanged tee 6"x6"x6" PN16	pc	1	520 000,00	520 000,00
9	Steel/DI Flanged tee 6"x6"x4" PN16	pc	3	480 000,00	1 440 000,00
10	Steel/DI Flanged tee 6"x6"x3" PN16	pc	5	460 000,00	2 300 000,00

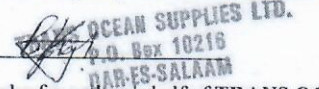


11	Steel/DI Flanged tee 4"x4"x4" PN16	pc	4	360 000,00	1 440 000,00
12	Steel/DI Flanged tee 4"x4"x3" PN16	pc	1	280 000,00	280 000,00
13	Steel/DI Flanged tee 3"x3"x3" PN16	pc	18	240 000,00	4 320 000,00
14	Steel/DI flanged adaptor 6" PN16	pc	19	280 000,00	5 320 000,00
15	Steel/DI flanged adaptor 4" PN16	pc	15	165 000,00	2 475 000,00
16	Steel/DI flanged adaptor 3" PN16	pc	79	120 000,00	9 480 000,00
17	Steel/DI flanged adaptor 1" PN16	pc	9	60 000,00	540 000,00
18	2" Air Relief Valve PN10	pc	3	140 000,00	420 000,00
19	4"x2" Pipe Saddle	pc	5	9 500,00	47 500,00
20	2" Gate Valve	pc	2	95 500,00	191 000,00
21	2" PE Adaptor	pc	4	6 500,00	26 000,00
22	uPVC 90° bend OD150mm PN12.5 with rubber	pc	3	320 000,00	960 000,00
23	uPVC 45° bend OD150mm PN12.5 with rubber	pc	2	320 000,00	640 000,00
24	OD160 450 PVC Bend, PN10	pc	2	350 000,00	700 000,00

25	OD110 450 PVC Bend, PN10	pc	4	180 000,00	720 000,00
26	uPVC 45° Bend OD90mm, PN12.5 with rubber	pc	10	140 000,00	1 400 000,00
27	uPVC 90° Bend OD90mm PN12.5 with rubber	pc	8	140 000,00	1 120 000,00
28	Steel/DI Flanged Reducer Tapper 6"x4" PN16	pc	1	360 000,00	360 000,00
29	Steel/DI Flanged Reducer/Taper 4"x3" PN 16	pc	1	280 000,00	280 000,00
30	Rubber gasket 6"	pc	22	10 100,00	222 200,00
31	Rubber gasket 4"	pc	23	8 800,00	202 400,00
32	Rubber gasket 3"	pc	85	4 300,00	365 500,00
33	Bolt and nuts 16/65	pc	492	9 800,00	4 821 600,00
34	Steel/DI Flanged Sluice valve 6" PN 16 with ring	pc	1	540 000,00	540 000,00
35	Steel/DI Flanged Sluice valve 4" PN 16 with ring	pc	2	320 000,00	640 000,00
36	Steel/DI Flanged Sluice valve 3" PN 16 with ring	pc	23	230 000,00	5 290 000,00
37	Flanged Air valve single orifice, DN90 PN16	pc	13	190 000,00	2 470 000,00
38	GS flange for End plate 6" heavy duty	pc	1	165 000,00	165 000,00

39	GS flange for End plate 4" heavy duty	pc	5	98 000,00	490 000,00
40	GS flange for End plate 3" heavy duty	pc	24	65 000,00	1 560 000,00
41	Fire hydrant for underground installation long type OD160 flanged	pc	1	1 920 000,00	1 920 000,00
42	Fire hydrant for underground installation long type DN80 flanged	pc	1	1 360 000,00	1 360 000,00
43	2"x1" Pipe Saddle	pc	4	8 700,00	34 800,00
44	1" Air Valve	pc	3	120 000,00	360 000,00
45	Thread Seal Tape	pc	20	800,00	16 000,00
46	Lubricant	kg	21	22 500,00	472 500,00
<b>SUB TOTAL AMOUNT</b>					<b>61 809 500,00</b>
<b>ADD VAT 18 % AMOUNT</b>					<b>11 125 710,00</b>
<b>GRAND TOTAL AMOUNT</b>					<b>72 935 210,00</b>

Name **BENSON KATANGA** in the capacity of **SALES EXECUTIVE**

Signature of Tenderer: \_\_\_\_\_  

**TRANS OCEAN SUPPLIES LIMITED**

Dated on **12** day of **November, 2021**

**TECHNICAL SPECIFICATIONS AS PER SECTION VII**

Date: November 15, 2021.

**IFQ No. AE/048/2021-2022/G/28 SUPPLY OF WATER PIPES FITTINGS**

Name of Bidder: TRANS OCEAN SUPPLIES LIMITED

ITEM No.	SPECIFICATIONS	UNIT	COMPLIANCE	STATUS
1	uPVC 90° bend OD150mm PN12.5 with rubber	3	AS PER SECTION IV	COMPLIED
2	uPVC 45° bend OD150mm PN12.5 with rubber	2	AS PER SECTION IV	COMPLIED
3	OD160 450 PVC Bend, PN10	2	AS PER SECTION IV	COMPLIED
4	OD110 450 PVC Bend, PN10	4	AS PER SECTION IV	COMPLIED
5	uPVC 45° Bend OD90mm, PN12.5 with rubber	10	AS PER SECTION IV	COMPLIED
6	uPVC 90° Bend OD90mm PN12.5 with rubber	8	AS PER SECTION IV	COMPLIED
7	Steel/DI Flanged Reducer Tapper 6"x4" PN16	1	AS PER SECTION IV	COMPLIED
8	Steel/DI Flanged tee 6"x6"x6" PN16	1	AS PER SECTION IV	COMPLIED
9	Steel/DI Flanged tee 6"x6"x4" PN16	3	AS PER SECTION IV	COMPLIED
10	Steel/DI Flanged tee 6"x6"x3" PN16	5	AS PER SECTION IV	COMPLIED
11	Steel/DI Flanged tee 4"x4"x4" PN16	4	AS PER SECTION IV	COMPLIED
12	Steel/DI Flanged tee 4"x4"x3" PN16	1	AS PER SECTION IV	COMPLIED
13	Steel/DI Flanged tee 3"x3"x3" PN16	18	AS PER SECTION IV	COMPLIED
14	Steel/DI flanged adaptor 6" PN16	19	AS PER SECTION IV	COMPLIED
15	Steel/DI flanged adaptor 4" PN16	15	AS PER SECTION IV	COMPLIED
16	Steel/DI flanged adaptor 3" PN16	79	AS PER SECTION IV	COMPLIED
17	Steel/DI flanged adaptor 1" PN16	9	AS PER SECTION IV	COMPLIED
18	2" Air Relief Valve PN10	3	AS PER SECTION IV	COMPLIED
19	4"x2" Pipe Saddle	5	AS PER SECTION IV	COMPLIED
20	2" Gate Valve	2	AS PER SECTION IV	COMPLIED
21	2" PE Adaptor	4	AS PER SECTION IV	COMPLIED
22	uPVC 90° bend OD150mm PN12.5 with rubber	3	AS PER SECTION IV	COMPLIED
23	uPVC 45° bend OD150mm PN12.5 with rubber	2	AS PER SECTION IV	COMPLIED
24	OD160 450 PVC Bend, PN10	2	AS PER SECTION IV	COMPLIED
25	OD110 450 PVC Bend, PN10	4	AS PER SECTION IV	COMPLIED
26	uPVC 45° Bend OD90mm, PN12.5 with rubber	10	AS PER SECTION IV	COMPLIED
27	uPVC 90° Bend OD90mm PN12.5 with rubber	8	AS PER SECTION IV	COMPLIED

28	Steel/DI Flanged Reducer Tapper 6"x4" PN16	1	AS PER SECTION IV	COMPLIED
29	Steel/DI Flanged Reducer/Taper 4"x3" PN 16	1	AS PER SECTION IV	COMPLIED
30	Rubber gasket 6"	22	AS PER SECTION IV	COMPLIED
31	Rubber gasket 4"	23	AS PER SECTION IV	COMPLIED
32	Rubber gasket 3"	85	AS PER SECTION IV	COMPLIED
33	Bolt and nuts 16/65	492	AS PER SECTION IV	COMPLIED
34	Steel/DI Flanged Sluice valve 6" PN 16 with ring	1	AS PER SECTION IV	COMPLIED
35	Steel/DI Flanged Sluice valve 4" PN 16 with ring	2	AS PER SECTION IV	COMPLIED
36	Steel/DI Flanged Sluice valve 3" PN 16 with ring	23	AS PER SECTION IV	COMPLIED
37	Flanged Air valve single orifice, DN90 PN16	13	AS PER SECTION IV	COMPLIED
38	GS flange for End plate 6" heavy duty	1	AS PER SECTION IV	COMPLIED
39	GS flange for End plate 4" heavy duty	5	AS PER SECTION IV	COMPLIED
40	GS flange for End plate 3" heavy duty	24	AS PER SECTION IV	COMPLIED
41	Fire hydrant for underground installation long type OD160 flanged	1	AS PER SECTION IV	COMPLIED
42	Fire hydrant for underground installation long type DN80 flanged	1	AS PER SECTION IV	COMPLIED
43	2"x1" Pipe Saddle	4	AS PER SECTION IV	COMPLIED
44	1" Air Valve	3	AS PER SECTION IV	COMPLIED
45	Thread Seal Tape	20	AS PER SECTION IV	COMPLIED
46	Lubricant	21	AS PER SECTION IV	COMPLIED

Name: **Benson Katanga** in the capacity of **SALES EXECUTIVE**

Signature of Tenderer: .....

Duly authorised to sign the tender for and on behalf of: **TRANS OCEAN SUPPLIES LIMITED**

Dated on 15 day of November, 2021

TRANS OCEAN SUPPLIES LTD.  
P.O. Box 10210  
NAIROBI, KENYA

## Schedule of Requirements and Delivery

No.	Description of Goods	Unit Of Measure	Qty	Delivery Period
1	uPVC 90° bend OD150mm PN12.5 with rubber	pc	3	3 Weeks
2	uPVC 45° bend OD150mm PN12.5 with rubber	pc	2	3 Weeks
3	OD160 45° PVC Bend, PN10	pc	2	3 Weeks
4	OD110 45° PVC Bend, PN10	pc	4	3 Weeks
5	uPVC 45° Bend OD90mm, PN12.5 with rubber	pc	10	3 Weeks
6	uPVC 90° Bend OD90mm PN12.5 with rubber	pc	8	3 Weeks
7	Steel/DI Flanged Reducer Tapper 6"x4" PN16	pc	1	3 Weeks
8	Steel/DI Flanged tee 6"x6"x6" PN16	pc	1	3 Weeks
9	Steel/DI Flanged tee 6"x6"x4" PN16	pc	3	3 Weeks
10	Steel/DI Flanged tee 6"x6"x3" PN16	pc	5	3 Weeks
11	Steel/DI Flanged tee 4"x4"x4" PN16	pc	4	3 Weeks
12	Steel/DI Flanged tee 4"x4"x3" PN16	pc	1	3 Weeks
13	Steel/DI Flanged tee 3"x3"x3" PN16	pc	18	3 Weeks
14	Steel/DI flanged adaptor 6" PN16	pc	19	3 Weeks
15	Steel/DI flanged adaptor 4" PN16	pc	15	3 Weeks
16	Steel/DI flanged adaptor 3" PN16	pc	79	3 Weeks
17	Steel/DI flanged adaptor 1" PN16	pc	9	3 Weeks
18	2" Air Relief Valve PN10	pc	3	3 Weeks
19	4"x2" Pipe Saddle	pc	5	3 Weeks
20	2" Gate Valve	pc	2	3 Weeks
21	2" PE Adaptor	pc	4	3 Weeks
22	uPVC 90° bend OD150mm PN12.5 with rubber	pc	3	3 Weeks
23	uPVC 45° bend OD150mm PN12.5 with rubber	pc	2	3 Weeks
24	OD160 45° PVC Bend, PN10	pc	2	3 Weeks
25	OD110 45° PVC Bend, PN10	pc	4	3 Weeks
26	uPVC 45° Bend OD90mm, PN12.5 with rubber	pc	10	3 Weeks
27	uPVC 90° Bend OD90mm PN12.5 with rubber	pc	8	3 Weeks
28	Steel/DI Flanged Reducer Tapper 6"x4" PN16	pc	1	3 Weeks
29	Steel/DI Flanged Reducer/Taper 4"x3" PN16	pc	1	3 Weeks 3 Weeks
30	Rubber gasket 6"	pc	22	3 Weeks
31	Rubber gasket 4"	pc	23	3 Weeks
32	Rubber gasket 3"	pc	85	3 Weeks

33	Bolt and nuts 16/65	pc	492	3 Weeks
34	Steel/DI Flanged Sluice valve 6" PN 16 with ring	pc	1	3 Weeks
35	Steel/DI Flanged Sluice valve 4" PN 16 with ring	pc	2	3 Weeks
36	Steel/DI Flanged Sluice valve 3" PN 16 with ring	pc	23	3 Weeks
37	Flanged Air valve single orifice, DN90 PN16	pc	13	3 Weeks
38	GS flange for End plate 6" heavy duty	pc	1	3 Weeks
39	GS flange for End plate 4" heavy duty	pc	5	3 Weeks
40	GS flange for End plate 3" heavy duty	pc	24	3 Weeks
41	Fire hydrant for underground installation long type OD160 flanged	pc	1	3 Weeks
42	Fire hydrant for underground installation long type DN80 flanged	pc	1	3 Weeks
43	2"x1" Pipe Saddle	pc	4	3 Weeks
44	1" Air Valve	pc	3	3 Weeks
45	Thread Seal Tape	pc	20	3 Weeks
46	Lubricant	kg	21	3 Weeks

Goods are to be delivered in single delivery within 21 days from the date of signing the contract and Supplier will incur loading and offloading cost of the goods:-

**General Conditions of Contract**



### General Conditions of Contract

	<i>Sc</i>	1.1	The Procuring Entity (PE) indicated in the <b>Tender Data Sheet (TDS)</b> invites Tenders for the provision of Goods as specified in the TDS and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the <b>TDS</b> .
		1.2	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract.
	<i>So</i>	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the <b>TDS</b>. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the <b>TDS</b>.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the PE named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the <b>TDS</b> towards the cost of the project described in the <b>TDS</b>, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the <b>TDS</b>.</p>
		2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
	<i>Eli</i>	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.4 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and

			severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE
		3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.4	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
		3.5	The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446 and Public Procurement (amendment) Regulations 2016, Government Notes. No.333 except as provided hereinafter.
		3.6 .	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract. Foreign firms shall be required to submit confirmation of eligibility from Tanzania statutory body at the time of submission
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: <ul style="list-style-type: none"> <li>a) Are associated or have been associated in the past,</li> </ul>

		<p>directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Tenders.</p> <p>b) have controlling shareholders in common; or</p> <p>c) receive or have received any direct or indirect subsidy from any of them; or</p> <p>d) have the same legal representative for purposes of this Tender; or</p> <p>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or</p> <p>f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender or as Tenderers and subcontractors simultaneously; or</p> <p>g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.</p>
	3.8	<p>A Tenderer may be ineligible if –</p> <p>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent</p>

			or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.
		3.9	Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
		3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
		3.12	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.
	<i>Eli</i>	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Tender, ineligible countries are stated in the <b>TDS</b> .

		4.2	For the purposes of this Clause, the term "goods" includes commodities, raw materials, machinery, equipment and industrial plants, and "related services" includes services such as insurance, installation, training and initial maintenance.
		4.3	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender.
		4.6	If so required in the TDS, the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender.
	<i>On</i>	5.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.

		5.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
		5.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
	<i>Co</i>	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.

**Special Conditions of Contract**

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. 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>Tanga Water Supply and Sanitation Authority (Tanga-UWASA)</b>
2.	1.1(j)	The Supplier is: <b>Trans Ocean Supplies Ltd, P.O.Box 10216 Dar es salaam</b>
		Contract Duration: from <b>20<sup>th</sup> November,2021 to 11<sup>st</sup> December,2021</b>
3.	1.1(q)	The Project is: <b>Supply of Fittings for Water Network Extension in Tanga City (Covid 19 Intervention Project)</b>
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: <b>English</b>
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: <b>Laws of the Laws of Tanzania</b>
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is <b>Tanzania</b>
		<b>Performance Security (GCC 10)</b>
7.	10.1	The amount of performance security, as a percentage of the Contract Price shall be: <b>Fifteen percent (15%) of the contract price.</b>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to the maximum of two percent (2%) of the contract price to cover the supplier's warranty obligations in accordance with Clause GCC 18.2.
		<b>Inspections and Tests (GCC 11)</b>
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:



		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
	<b>Packing (GCC 12)</b>	
10.	12.2	The following SCC shall supplement GCC 12.2:  The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	<b>Delivery and Documents (GCC 13)</b>	
11.	13.1	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</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.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul> <p>The above documents shall be received by the PE at least one week</p>

		before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
12.	13.3	<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>Insurance (GCC 14)</b>		
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
<b>Incidental Services (GCC 16)</b>		
14.	16.1	Incidental services to be provided are: Loading, Transportation and Offloading
<b>Spare Parts (GCC 17)</b>		
15.	17.1	<p>Additional spare parts requirements are:</p> <p>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.</p>

	<b>Warranty (GCC 18)</b>	
16.	18.2	<p>GCC 17.2– In partial modification of the provisions, the warranty period shall be <b>4,320</b> hours of operation or <b>SIX (6) months</b> from date of acceptance of the Goods or <b>8 months</b> 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> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p><b>or</b></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>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: one (01) Month
	<b>Payment (GCC 19)</b>	
18.	19.1	<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: Not Applicable</b></p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) <b>Advance Payment: Not Applicable</b></p> <p>(ii) <b>On Shipment:</b> ----- 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 10.</p> <p>(iii) <b>On Acceptance:</b> 100 percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p>

		Payment of local currency portion shall be made in :..... Within sixty (60) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been 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> 10% of the contract amount.</p> <p>(ii) <b>On Delivery: (None)</b>..... percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) <b>On Acceptance:</b> 100 percent of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>				
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be <b>0.2%per day</b> .				
<b>Prices (GCC 20)</b>						
20.	20.1	Prices shall not be adjusted.				
<b>Liquidated Damages (GCC 26)</b>						
21.	25.1	<p>Applicable rate:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">25.1</td> <td>Applicable rate for undelivered materials/goods is 0.2% of the contract value of undelivered materials.</td> </tr> <tr> <td>25.2</td> <td>Applicable rate for any poor quality of goods delivered is 0.2% of the contract value.</td> </tr> </table> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.2 per cent per day of undelivered materials/good's value.</i></p>	25.1	Applicable rate for undelivered materials/goods is 0.2% of the contract value of undelivered materials.	25.2	Applicable rate for any poor quality of goods delivered is 0.2% of the contract value.
25.1	Applicable rate for undelivered materials/goods is 0.2% of the contract value of undelivered materials.					
25.2	Applicable rate for any poor quality of goods delivered is 0.2% of the contract value.					
<b>Procedure for Dispute Resolution (GCC 32)</b>						
23.	32.3	<p>Arbitration institution shall be <b>Tanzania Institute of Arbitrators</b></p> <p>Place for carrying out Arbitration is Tanga UWASA in accordance</p>				

		with the rules and regulation published by <b>Tanzania Institute of Arbitrators.</b>
24.	33.1	Appointing Authority for the Adjudicator is <b>Tanzania Institute of Arbitrators</b>
	<b>Notices (GCC 35)</b>	
26.	35.1	<p>Procuring Entity's address for notice purposes:  <b>Managing Director;</b>  <b>Tanga Urban Water Supply and Sanitation Authority,</b>  <b>Street 3/Swahili, P.O.Box 5011 Tanga, Tanzania,</b>  <b>Phone number 027-2644626/7 Fax 027-2647045</b></p> <p>– Supplier's address for notice purposes:  <b>Trans Ocean Supplies Limited;</b>  <b>P.O.Box 10216,</b>  <b>Dar es salaam</b></p>

**Employer's Notification of Award.**



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



In reply please quote :

Ref. No: **AE/048/2021-2022/G/28**

Date: **16.11.2021**

Managing Director,  
Najja Hardware,  
P.O. Box 6398,  
Dar es salaam.

Re: **BID NO. AE/048/2021 – 2022/G/28-FOR SUPPLY OF FITTINGS FOR WATER NETWORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

**Sub: Intention of Contract Award.**

Reference is made to the above captioned subject.

2. This is to inform you that, Tanga-UWASA, pursuant to Section 60 (3) of Public Procurement Act (PPA) No. 07 of 2011 as amended by Section 18 (a) of the Public Procurement (Amendment) Act, 2016, do hereby issue this Notice of an Intention to Award the contract NO. **AE/048/2021 – 2022/G/28-Supply of Fittings for Water Network Extension in Tanga City (Covid-19 Intervention Project)**

Lot No	Name of Bidder	Bid Price (Tshs)	VAT 18%
1	Ms.Trans Ocean Supplies Ltd of P.O Box 10216 Dar es salaam	<b>61,809,500.00</b>	Exclusive

3. Tanga -UWASA Tender Board had its meeting held on 16<sup>th</sup> November 2021 disqualified your bid opened on 15.11.2021 because you did not attach price list to verify the unit price of each item.
4. Thank you for your interest and participation on the above-mentioned tender.

Eng. Geoffrey G.Hilly  
**MANAGING DIRECTOR**

Street No. 3/Swahili  
S.L.P. 5011,  
21103 Tanga,  
Tanzania

Tel: +255 27 264426/7  
+255 27 2647045  
Toll-Free : 0800 110 111

Email: [info@tangauwasa.go.tz](mailto:info@tangauwasa.go.tz)  
Website: [www.tangauwasa.go.tz](http://www.tangauwasa.go.tz)





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



In reply please quote :

Ref. No: **E/048/2021-2022/G/ 28**

Date: **16/11/2021**

Trans Ocean Supplies Ltd,  
P.o. Box 10216,  
Dar es salaam.

Re: TENDER NO: AE/048/2021 - 2022/G/28 :SUPPLY OF FITTINGS FOR WATER NETWORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)

Sub: Letter of Acceptance

Please refer the above mentioned tender.

2. This is to notify you that your bid dated 15/11/2021 for execution of the contract No. **AE/048/2021-2022/G/28** : Supply of fittings for Water Network Extension in Tanga City (Covid 19-Intervention Project) to **Tanzanian shillings Sixty One Million Eighty Hundred Nine Thousand Five hundred [TZS 61,809,500 (VAT Exclusive)]** is hereby accepted by the Authority.

3. Contract is being prepared and you are required to sign with the Managing Director after completion of vetting process. Currently, you are advised to submit the performance security in form mentioned in clause 6.1 of General Condition of Contract of the Tender document. The submission of performance security shall be made within 14 days from the date of this letter.

4. Kindly acknowledge receipt of this letter before 17<sup>th</sup> November 2021 at 11:00 Local hours

5. Thank you for your cooperation.

Eng. Geoffrey G. Hilly  
MANAGING DIRECTOR

Street No. 3/Swahili  
S.L.P. 5011,  
21103 Tanga,  
Tanzania

Tel: +255 27 264426/7  
+255 27 2647045  
Toll-Free : 0800 110 111

Email: [info@tangauwasa.go.tz](mailto:info@tangauwasa.go.tz)  
Website: [www.tangauwasa.go.tz](http://www.tangauwasa.go.tz)





**TRANS OCEAN SUPPLIES LIMITED**

Plot No. 728, Block II  
Simu/Makunganya Street opposite Rita Tower

P.O. Box 10216, Dar es Salaam

Tel: 255 22 2137319 Fax: 255 22 2137319

Email: [info@transoceansupplies.com](mailto:info@transoceansupplies.com), [general@transoceansupplies.com](mailto:general@transoceansupplies.com)



**Date:** 17<sup>th</sup> November, 2021

Your Reference: E/048/2021-2022/G/28

To: Managing Director

Tanga Water Supply and Sanitation Authority (Tanga UWASA),

P.O Box 50111,

Tanga, Tanzania.

Dear Sir/Madam,

**RE: LETTER OF ACCEPTANCE FOR TENDER NO: AE/048/2021-2022/G/28  
FOR SUPPLY OF PIPE FITTINGS FOR NETWORK EXTENSION IN TANGA CITY  
(COVID-19 INTERVENTION PROJECT)**

Refer to the heading above.

We acknowledge receipt of letter from your office dated 16<sup>th</sup> November 2021, informing us that the **Tender number AE/048/2021-2022/G/28** for supply of pipe fittings for network extension in Tanga City (Covid-19 Intervention Project) at a contract price of **Tsh. 61,809,500.00 (Tanzania Shillings Sixty-One Million Eight Hundred and Nine Thousand Five Hundred with Zero cents) VAT Exclusive** has been accepted.

This letter serves as an official acceptance of the above stated offer subject to the terms and conditions as may be agreed by both parties. We will also contact your office for further instructions regarding the signing of the contract and commencement of the work.

We thank you for your continued cooperation.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Benson Katanga', is written over a dotted line.

Benson Katanga

**SALES EXECUTIVE**

**TRANS OCEAN SUPPLIES LTD.**  
P.O. Box 10216  
DAR-ES-SALAAM

**Power of Attorney.**

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 13<sup>th</sup> day of NOVEMBER, 2021, WE, the undersigned TRANS OCEAN SUPPLIES LIMITED of P.O. BOX 10216, DAR ES SALAAM by virtue of authority conferred to us by the Board, do hereby ordain nominate and appoint BENSON KATANGA of P.O BOX 10216, DAR ES SALAAM to be our true and lawful Attorney and Agent, with full power and authority, for us and our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender No. AE/102/2021-2022/G/28 that is to say;

To act for the company and to do any other thing or things incidental for Tender No: AE/102/2021-2022/G/28 SUPPLY OF PIPE FITTINGS FOR EXTENSION OF WATER NETWORK IN TANGA FOR MANAGING DIRECTOR, TANGA WATER SUPPLY AND SANITATION AUTHORITY, P.O.BOX 5011, TANGA -TANZANIA.

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 of 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 TRANS OCEAN SUPPLIES LIMITED and delivered in the presence of us this 13<sup>th</sup> day of NOVEMBER 2021.

IN WITNESS whereof we have signed this deed on this 13<sup>th</sup> day of NOVEMBER 2021 at DAR ES SALAAM for and on behalf of TRANS OCEAN SUPPLIES LIMITED.

SEALED at Dar es Salaam with the Common Seal of TRANS OCEAN SUPPLIES LIMITED  
This 13<sup>th</sup> day of NOVEMBER 2021

} SEAL/STAMP

IN OUR PRESENCE:

Name: VENKAT R. MLEKAN.....

Signature: .....

Address...10216 DSALAAM

Position ACCOUNTANT/CO. SECRETARY

& Name VANESSA THESBON

Signature [Handwritten Signature]

Address P.O. BOX 10216 DSM

Position OPERATIONS OFFICER

**ACKNOWLEDGEMENT**

I, **BENSON KATANGA**, do hereby acknowledge and accept to be attorney of the said **TRANS OCEAN SUPPLIES LIMITED** under the terms and conditions contained in this **POWER OF ATTORNEY** and I promise to perform and discharge my duties as the lawfully appointed attorney faithfully and honestly.

**SIGNED and DELIVERED at DAR ES SALAAM**

Before me... **PASCAL MSHANGA** [Handwritten Signature]

by the said **BENSON KATANGA** who is known to me/ identified to me by **[Handwritten Signature] U.S. PASS**

the latter known to me personally  
this 13<sup>th</sup> day of **NOVEMBER 2021**

[Handwritten Signature]  
DONEE



**BEFORE ME**

Name: **PASCAL LIVIN MSHANGA**

Signature: [Handwritten Signature]

Address: **P. O. BOX 35073, DSM**

Qualification: **COMMISSIONER FOR OATHS**

