

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER BUKOBA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: info@buwasa.go.tz Website: www.buwasa.go.tz



Contract

Between

Bukoba Water Supply and Sanitation Authority (BUWASA)

And

Savima General Supplier

For Supply of fittings for Karabagaine water supply project
Financial year 2021/2022
Contract No. AE/031/2021-22/G/68 Lot-9
As given in the Special Condition of Contract

SECTION: A LOCAL PURCHASE ORDER

To: Savima General Supplier P.O Box 62524 Dar-es-Salaam

Your quotation reference AE/031/2021-2022/G/68 lot-9, Supply of fittings is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

- 1. Contract Sum: The Contract Sum is Tshs. 23,758,000.00 (twenty-three million seven hundred and fifty-eight thousand)
- **2. Delivery Period**: The goods are to be delivered within 7 days since the day of having Local purchase order
- 3. Warranty: The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within [insert number] days otherwise the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Purchaser may have against the Supplier under the contract

4. **Delivery point:** The goods are to be delivered to *Karabagaine in Bukoba District* **Contact Person:** Notices, enquiries and documentation should be addressed to *Yusuph Lameck, Head of Procurement Unit, phone number 0655594587, box 81, Bukoba*

5. Payment to Supplier:

Payment will be made within [insert number] days [or state alternative agreed payment terms] on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- · A delivery note evidencing dispatch of the goods;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order];

Electronic Fiscal Device (EFD) receipt; and

6. The following documents form part of this Contract (LPO):

- Local Purchase Order (LPO)
- Submitted Quotation
- Letter of Acceptance
- Framework Agreement Contract
- General Conditions of Contract for LPO
- Negotiation Agreement

SCHEDULE OF REQUIREMENTS AND PRICES

SNO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Polly adaptor 6"	Pc	2	200,000.00	400,000.00
2	GS offset bend 6"	Pc	4	400,000.00	1,600,000.00
3	GS pipe 6" threaded	Pc	4	950,000.00	3,800,000.00
4	GS flange 6" (Threaded)	Pc	6	80,000.00	480,000.00
5	GS nipple 6" (hexagon)	Pc	4	90,000.00	360,000.00
6	GS reducing socket 6"x 4"	Pc	2	90,000.00	180,000.00
7	Sluice valve 6"	Pc	2	1,000,000.00	2,000,000.00
8	PVC flange 6"	Pc	2	80,000.00	160,000.00
9	GS socket 6" (plane)	Pc	2	90,000.00	180,000.00
10	GS bend 4" (offset)	Pc	5	170,000.00	850,000.00
11	GS pipe 4" threaded	Pc	5	600,000.00	3,000,000.00
12	GS nipple 4" (hexagon)	Pc	4	40,000.00	160,000.00
13	GS flange 4" (threaded)	Pc	6	70,000.00	420,000.00
14	Sluice valve 4"	Pc	3	600,000.00	1,800,000.00
15	Flanged PVC 4"	Pc	3	75,000.00	225,000.00
16	Plain socket 4" (GS)	Pc	4	50,000.00	200,000.00
17	Seal tap	Pc	50	1,000.00	50,000.00
18	Polly tee 4"x 3" female	Pc	4	90,000.00	360,000.00

19	Polly tee 3"x 2" female	Pc	7	80,000.00	560,000.00
20	Polly tee 2"x 1 ½" female	Pc	8	40,000.00	320,000.00
21	Reducer 6"x 4" (Polly)	Pc	2	100,000.00	200,000.00
22	HDPE reducer 4"x 3"	Pc	3	65,000.00	195,000.00
23	HDPE reducer 1"x 3/4"	Pc	12	6,000.00	72,000.00
24	HDPE reducer 3"x 2"	Pc	6	50,000.00	300,000.00
25	HDPE reducer 2"x 1 ½"	Pc	6	22,000.00	132,000.00
26	Clamp saddle 4"x 3"	Pc	5	20,000.00	100,000.00
27	Clamp saddle 3"x 2"	Pc	8	10,000.00	80,000.00
28	Clamp saddle 3"x 1"	Pc	5	10,000.00	50,000.00
29	Clamp saddle 3"x 1 ½"	Pc	6	15,000.00	90,000.00
30	Clamp saddle 4"x 1 ½"	Pc	5	15,000.00	75,000.00
31	Brass gate valve 3/4"	Pc	15	15,000.00	225,000.00
32	GS Pipe ¾"	Pc	1	55,000.00	55,000.00
33	GS socket 3/4" plain	Pc	18	3,000.00	54,000.00
34	Bib – cork ¾"	Pc	25	15,000.00	375,000.00
35	Bulk water meter 4"	Pc	2	600,000.00	1,200,000.00
36	Bulk water meter 6"	Pc	2	1,200,000.00	2,400,000.00
37	Water meter 3/4"	Pc	15	70,000.00	1,050,000.00
	Total Amount Agreed				23,758,000.00

For Purchaser:
Similar Similar
Signature:
Name: JOHN SIRA II
11 1 1
BOX 87 8
Data: 22/04/1022/3

For Supplier:

Signature: Mayaw

Name: Mayama Samson Mayama

Designation:....

signation:

50× 62524

SECTION: B
SUBMITTED QUOTATION

SCHEDULE OF REQUIREMENT AND PRICES

SNO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Polly adaptor 6"	Pc	2	200,000.00	400,000.00
2	GS offset bend 6"	Pc	4	400,000.00	1,600,000.00
3	GS pipe 6" threaded	Pc	4	950,000.00	3,800,000.00
4	GS flange 6" (Threaded)	Pc	6	80,000.00	480,000.00
5	GS nipple 6" (hexagon)	Pc	4	90,000.00	360,000.00
6	GS reducing socket 6"x 4"	Pc	2	90,000.00	180,000.00
7	Sluice valve 6"	Pc	2	1,000,000.00	2,000,000.00
8	PVC flange 6"	Pc	2	80,000.00	160,000.00
9	GS socket 6" (plane)	Pc	2	90,000.00	180,000.00
10	GS bend 4" (offset)	Pc	5	170,000.00	850,000.00
11	GS pipe 4" threaded	Pc	5	600,000.00	3,000,000.00
12	GS nipple 4" (hexagon)	Pc	4	40,000.00	160,000.00
13	GS flange 4" (threaded)	Pc	6	70,000.00	420,000.00
14	Sluice valve 4"	Pc	3	600,000.00	1,800,000.00
15	Flanged PVC 4"	Pc	3	75,000.00	225,000.00
16	Plain socket 4" (GS)	Pc	4	50,000.00	200,000.00
17	Seal tap	Pc	50	1,000.00	50,000.00
18	Polly tee 4"x 3" female	Pc	4	90,000.00	360,000.00
19	Polly tee 3"x 2" female	Pc	7	80,000.00	560,000.00
20	Polly tee 2"x 1 ½" female	Pc	8	40,000.00	320,000.00
21	Reducer 6"x 4" (Polly)	Pc	2	100,000.00	200,000.00
22	HDPE reducer 4"x 3"	Pc	3	65,000.00	195,000.00
23	HDPE reducer 1"x 3/4"	Pc	12	6,000.00	72,000.00
24	HDPE reducer 3"x 2"	Pc	6	50,000.00	300,000.00
25	HDPE reducer 2"x 1 ½"	Pc	6	22,000.00	132,000.00

	Total Amount Agreed				23,758,000.00
37	Water meter ³ / ₄ "	Pc	15	70,000.00	1,050,000.00
36	Bulk water meter 6"	Pc	2	1,200,000.00	2,400,000.00
35	Bulk water meter 4"	Pc	2	600,000.00	1,200,000.00
34	Bib – cork ¾"	Pc	25	15,000.00	375,000.00
33	GS socket ¾" plain	Pc	18	3,000.00	54,000.00
32	GS Pipe ¾"	Pc	1	55,000.00	55,000.00
31	Brass gate valve 3/4"	Pc	15	15,000.00	225,000.00
30	Clamp saddle 4"x 1 ½"	Pc	5	15,000.00	75,000.00
29	Clamp saddle 3"x 1 ½"	Pc	6	15,000.00	90,000.00
28	Clamp saddle 3"x 1"	Pc	5	10,000.00	50,000.00
27	Clamp saddle 3"x 2"	Pc	8	10,000.00	80,000.00
26	Clamp saddle 4"x 3"	Pc	5	20,000.00	100,000.00

Name and Title of Signatory: Mayama Samson Mayama - MD
Name of the company: SAVIMA GENERAL SUPPLIER





UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

BUKOBA WATER SUPPLY AND SANITATION

AUTHORITY



MINIE LIMPELLION OUGLALION	MINI-COMPETITION	OUOTATION FORM	A
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[Regulation 131 (5) of the Public Procurement Regulations, 2013]

23rdMarch 2022

		TO INITIAL TOTAL
	RE-ADVERTISED	1000
PO. BOX GENERAL DAR-ES-SALAAM.	SUPPLIER	100 100 100 100 100 100 100 100 100 100
Re: Mini-Competition under Framewor	rk Agreement (Supply of fittings for	Karabagaine)
Sub: Procurement Reference No: [insert Framework Agreement No: [insert FAN Subject to the framework agreement Procurement Services Agency for the procurement Agency for the procuremen	t referenced above entered betwee courement of common use items and on request form has also been address	en you and Government services, the Purchaser calls
Modified technical specifications or/an Competition involves modifications of techni	nd statement of requirements [This sec ical specifications for the aspects of Goods	tion is optional in case Mini- or statement of requirements

in Non-Consultancy Services.

The technical specifications or/and statement of requirements is hereby refined as follows:

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)	(c)	. (d)

Tobefilledbyprocuringentity: Column(c)statestheminimumtechnicalspecificationoftheitem(s)required by the Procuringentity.

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

Schedule of Supplies or services requiredforBUWASA

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax Per Unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
							1(6+7) x5]
1		Polly adaptor 6"	Pc	2	240,000/=	9/1/2014/10	480,000/-
2		GS offset bend 6"	Pc	4	240,000/=		1,800,000
3		GS pipe 6" threaded	Pc	4	1,450,500/=		5,600,000
4	Control of the Contro	GS flange 6" (Threaded)	Pc	6	110,600/=	**************************************	660,000
5		GS nipple 6" (hexagon)	Pc	4	95,000/=	West Statutes of the Control of the	380,600/
6		GS reducing socket 6"x	Pc	2	140,000/=		280,600/
7		Sluice valve 6"	Pc	2	1,250,000/-		2,500,000/
8	***************************************	PVC flange 6"	Pc	2	100,000/=		200,000
9		GS socket 6" (plane)	Pc	2	150,000/=		300,000
10		GS bend 4" (offset)	Pc	5	220,000/=		1,100,000
11	P-01	GS pipe 4" threaded	Pc	5	750,000/=		3,750,000
12		GS nipple 4" (hexagon)	Pc	4	55,000/=		220,000/=
13		GS flange 4" (threaded)	Pc	6	95,000/=		570,000
14		Sluice valve 4"	Pc	3	850,000/=		2,550,00
15		Flanged PVC 4"	Pc	3	90,000/=		270,000/-
16	****	Plain socket 4" (GS)	Pc	4	70,000/=	2-1100 - 1,2-1100-1111/10-1-02-03-1-3-10-11	280,000
17		Seal tap	Pc	50	1000/=		50,000
18	- rectification	Polly tee 4"x 3" female	Pc	4	150,000/=	The Array Control of the Control of	600,0006
19		Polly tee 3"x 2" female	Pc	7	95,000/=	The second secon	665,000
20		Polly tee 2"x 1 ½" female	Pc	8	60,080/=	and the second s	4 30,000
21	***	Reducer 6"x 4" (Polly)	Pc	2	150,000/=	The control of the Co	300,000/
22		HDPE reducer 4"x 3"	Pc	3	100,000/=		300,000
23		HDPE reducer 1"x 3/4"	Pc	12	8,000/=		96,000/
24		HDPE reducer 3"x 2"	Pc	6	79000/=		420,000
25		HDPE reducer 2"x 1 ½"	Pc	6	30,000/=		180,000

26	Clamp saddle 4"x 3"	Pc	5	25/	lase.
27	Clamp saddle 3"x 2"	Pc	8	35,000/=	175,000/=
28				18,000/=	144,000/-
20	Clamp saddle 3"x 1"	Pc	5	18,080/=	
29	Clamp saddle 3"x 1 ½"	Pc	6	18,000[2]	90,000/=
30				18,000/=	108,000/=
	Clamp saddle 4"x 1 1/2"	Pc	5	30,000/=	
31	Brass gate valve 3/4"	Pc	15		150,000/=
32	GS Pipe ¾"			15,000/=	225,000/=
	GS Pipe 74	Pc	1	70,000/=	
33	GS socket 3/4" plain	Pc	18		10,000/=
34	Bib - cork 3/4"			3500/=	63,000/=
	DIO - CO1 & 74	Pc	25	15,000/=	
35	Bulk water meter 4"	Pc	2		375,000/=
36	Bulk water meter 6"	D.		900,000/=	1,200,000
-		Pe	2	1,500,000/2	A 15. 35.0 411 15.40.0 (F3.M.V.)
7	Water meter 3/4"	Pc	15		3000,000/=
1	TOTA		and the second of the second o	85,000/=	1,275,000/=
	IOIA	+1	/AT 18	8/2	1,275,000/= 31,506,000

- The analysis and award of contract of this mini competition framework agreement shall be based on compliance of specifications and price offered only.
- Materials should be delivered to the place of project execution.

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

Please return this document fully completed.

Authorized Signature	Alfopu
Name of Signatory:	MAYAMA SAMSON MAYAMA
Title of Signatory:	MANAGING DIRECTOR



SECTION: C ACCEPTANCE LETTER



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER BUKOBA WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: info@buwasa.go.tz Website: www.buwasa.go.tz



12TH APRIL, 2022

M/S SAVIMA GENERAL SUPPLIER, P.O. BOX 62524, DAR ES SALAAM.

RE

: BID NO. AE/031/2021-2022/G/68 LOT 9 FOR SUPPLY OF

FITTINGS FOR KARABAGAINE WATER SUPPLY PROJECT

SUBJECT: NOTIFICATION OF TENDER AWARD

Reference is made to the above-mentioned quotation which you submitted to us on 23rd March 2022 for consideration.

This is to notify you that through circular resolution No. 153 for financial year 2021/2022 circulated on 08th April 2022, the Tender Board approved the award of contract for the referred tender to your firm at the costs Tshs 23,758,000.00 (In words Twenty Three Million Seven Hundred Fifty Eight Thousand Only).

You will be notified for signing the formal contract after completion of other necessary approvals for the same.

Yours faithfully,

John N. Sirati Managing Director

BUKOBA WATER SUPPLY AND SANITATION AUTHORITY

Copy:

- 1. The Attorney General Public
- 2. Procurement Regulatory Authority
- 3. The Controller and Auditor General
- 4. The Internal Auditor General

SAVIMA GENERAL SUPPLIER

Dealers with: Hardware & General supplies P.O. BOX 62524, Dar es Salaam.

E-MAIL: gsavima@gmail.com

Date: 12/4/22

MANAGING DIRECTOR, BUKOBA URBAN WATER AND SANITATION AUTHORITY (BUWASA), P.O BOX 81, BUKOBA.

RE: ACCEPTANCE FOR YOUR AWARD

Consider the above captioned mater.

I kindly thank you for your award of Tender No. AE/2021-2022/G/68 Lot-9 For supply of fittings for Karabaine water supply project with the contract price of TZS. 23,758,000/=VAT inclusive.

Hence with this letter, am here to confirm attending the contract signing ceremony at your office of PMU-Buwasa Premises in Kagera region as stated your letter of award.

Yours faithfully,

Mayama Samson Mayama Managing Director

For SAVIMA GENERAL SUPPLIER

SECTION: D FRAMEWORK AGREEMENT CONTRACT

*GPSA CUIS FORM NO. 2

THE UNITED REPUBLIC OF TANZANIA MINISTRY OF FINANCE AND PLANNING

GOVERNMENT PROCUREMENT SERVICES AGENCY

0061116

FRAMEWORK AGREEMENT FOR SUPPLY OF COMMON USE ITEMS AND SERVICES

	(Made under Regulation 132(3) of Public Procurement Regulations, 2013)
	Tender for:SUPPLY OF BUILDING MATERIALS, MACHINERY AND HARDWARE
	To
	Dated this. 1 ST day of 20.
	· · · · · · · · · · · · · · · · · · ·
	Name No No No BENEZETH Supplier SAVIMA GENERAL SUPPLIERS
	Signature P.O.Box 62524
	P.O Box 6252 4 KAGERA
	KASTERA Name of Signatory MAYAMA SAMSON MAYAM
	Signature. Signature.
	Title MANAGING DIRECTOR 0.80X 62524
	The above tender is accepted by me on behalf of the Government of Tank nione
	Witness Name. ALLEN C. KASAMALA Name. PROF. GERALDINE A. RASHELI
	Signature
	Title HEAD OF LEGAL UNIT Title CHIEF EXECUTIVE OFFICER - GPSA
	Dated this. 6 TH day of MAY 20. 21
	CHIEF EXECUTIVE OFFICER
-	GOVERNMENT PRUCUREMENT SERVICES ALENCT
i	THE COUNTY OF TH

WARALA DA RUDUMA YA U MUSIK SARKATE

P. O. Box 9150, DAR-ES-SALAAM

TERMS AND CONDITIONS OF AGREEMENT

1. Suppliers/Service Provider's Obligations

The Supplier or service provider agrees to:-

a) Honour Local Purchase Order prepared and submitted by procuring entities in respect of framework agreement signed.

b) Supply and deliver all goods and services as per specific conditions set forth by the procuring entity (PF).

- c) Provide samples for approval where required and all goods supplied shall be in accordance with the approved samples.
- d) Indemnify the procuring entity in case of damage or loss of benefit caused by delay in delivery or any other act at a rate set by the Procuring Entity.
- e) Prepare and submit to the Government Procurement Services Agency a monthly sales report indicating the value of goods and services sold to procuring entities through frame work agreement.
- f) Pay annual fees to the Government Procurement Services Agency equal to One Hundred Thousand shillings (Tshs. 100,000.00) per annum per agreement.
- g) Communicate in writing immediately any changes of Business particulars to the Government Procurement Services Agency.
- 2. PE's Obligations
- a) The PE shall effect payments for goods and services delivered by supplier and accepted by the PE within (30) days after submission of an invoice or claim. If the PE makes a late payment, the PE shall pay interest at a rate specified in a Local Purchase Order.
- b) To do due diligence to make sure suppliers and service providers are authorized and capable to perform their duties.
- Exclusive Rights of the Procuring Entity

The Procuring Entity reserves the right to:

- a) Cancel Local Purchase Order of the supplier/service provider who fail to deliver or commence the work within specified delivery period, and the suppler/service provider shall remain liable for any loss or damage sustained by the Procuring Entity.
- b) Reject goods which do not comply with the specifications and the supplier shall be responsible for all costs and expenses incurred there from.
- Provide information in writing to Government Procurement Services Agency on unsatisfactory performance by a Supplier/Service provider under this agreement.
- Possess goods free of any defects during warrant period, in case of defects the same will be returned to supplier and replacement made thereof.
- 4. Reservations of the Agency

The Government Procurement Services Agency shall have the right to:-

- a) Review reports from procuring entities on default of agreement from procuring entities and where a breach of agreement is determined submit a proposal for debarment of a Supplier/Service provider to the Public Procurement Regulatory Authority.
- b) Terminate the Agreement where reported cases of non-performance by supplier/service provider persistand report the case to the Public Procurement Regulatory Authority. Or for any other reason the Agency may deem fit in Public Interest.
- 5. Disputes arising out of Framework Agreement

Any matters in dispute between the parties to this agreement arising out of the agreement shall be submitted to the arbitration of a single Arbitrator appointed in accordance with Cap. 15 of the Laws of Tanzania.

6. Validity of the Agreement

This agreement shall be valid for a period of One (1) Year without prejudice to item 4 (b) of this agreement.

Disclaimer

This Agreement is not a commitment to purchase by the Employer. The commitment to purchase will only be made when a Specific Procuring Entity (PE) issues a Local Purchase Order under terms and conditions of this agreement.

SCHEDULE

	and with their mine and one and other part of the part of the part of
Deliver to	KAGERA
Date of Commencement	4ST HUM ACOM
Date of Completion	30 TH JUNE, 2022

SECTION: E GENERAL AND SPECIAL CONDITION OF CONTRACT

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.

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- 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.

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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

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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.

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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. One 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 any thing 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

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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.
- 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.
- 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.

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	GCC	Amendments of, and Supplements to, Clauses in the GCC	
Clause	Clause		
Number	Number		
	Definitions (GCC 1)		
1.	1.1	The Purchaser is:	
		Managing Director,	
		Bukoba Water Supply and Sanitation Authority,	
		P.O. Box 81,	
		Bukoba.	
2.	1.1	The Supplier is:	
		Savima General Supplier,	
		P.O Box 62524,	
		Dar Es Salaam.	
3.	1.1	The Project is: Supply of fittings for Karabagaine Water Project in	
		Bukoba District	
	Performa	formance Security (GCC 6)	
4.	6.1	The amount of performance security, as a percentage of the Contract	
		Price, shall be: 15% in the form of an irrevocable letter of credit issued by	
		the United Republic of Tanzania. Not Applicable	
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.NOT	
		APPLICABLE	
101	Packing (I and the second	
6.	8.2	The Goods shall be packed properly in accordance with standard	
	0.2	packing specified by the PE in the Technical Specification. NOT	
		APPLICABLE	
MIKEUMAN AND AND AND AND AND AND AND AND AND A	Delivery	and Documents (GCC 9)	
7.	9.1	For Goods supplied from abroad:	
. 5. 8	7	202 Good outpied Holl abloads	
		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:	
		(i.)One original plus four copies of the Supplier's invoice	
		showing Goods' description, quantity, unit price, and	
		total amount;	
		total antourt,	
		(ii.)original and four copies of the negotiable, clean, on-board	
		bill of lading marked "freight prepaid" and four copies	
	1	of nonnegotiable bill of lading;	

		0 (iii.)One original plus four copies of the packing list identifying contents of each package;
		(iv.)insu rance certificate;
		(v.)Manufacturer's or Supplier's warranty certificate;
		(vi.)inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
		(vii.)Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.
		The above documents shall be received by the PE at least one week 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.
		[Other similar documents should be listed, depending upon the Incoterm retained.]
8.	9.1	For Goods from within the United Republic of Tanzania:
		Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:
		(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
		(ii.) delivery note, railway receipt, or truck receipt;
		(iii.) Manufacturer's or Supplier's warranty certificate;
		(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
		(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.
	Insuranc	e (GCC 10)
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.
	Incident	al Services (GCC 12)
10		Incidental services to be provided are:
10.	12.1	incluental services to be provided are.

(i) Advance Payment: 0.00 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 the Tendering Documents or another form acceptable to the PE. (ii) On Shipment: 0.00 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of 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.		
Payment of foreign currency portion shall be made in		
Payment for Goods supplied from abroad:		
TO MOTION OF THE SAME TO THE TOP THE		
The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:	1.31	.61
(GCC 12)	Payment	
seven (7) working weeks		
The period for correction of defects in the warranty period is: within	9.41	12.
(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.		
(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,		
The warranty period shall be hours of operation or months from date of acceptance of the Goods or () 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:	['*]	
(FC C)	Varranty (L
[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]		

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		The second section of the second
17.	22.1	Applicable rate: NOT APPLICABLE
	Liquida	ited Damages (GCC 22)
		goods from abroad.
		(6) months of placing the order and opening the letter of credit for
		shall be supplied as promptly as possible, but in any case within six
		consumable spares for the Goods. Other spare parts and components
		Supplier shall carry sufficient inventories to assure ex-stock supply of
16.	17.1	Additional spare parts requirements are:
		arts (GCC 17)
		Not Applicable
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.
4 F		GCC 16)
		made by PE (Not applicable).
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment
		the date of the acceptance certificate for the respective delivery issued by the PE.
		(iii) On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after
		receipt of the Goods and upon submission of the documents specified in GCC 9.
		(ii) On Delivery: 0.00 Percent of the Contract Price shall be paid on
		Tendering Documents or another form acceptable to the PE.
		simple receipt and Insurance from insurance Company bond for the equivalent amount and in the form provided in the
		(i) Advance Payment: 0.00 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a
		Republic of Tanzania shall be made in Tanzanian Shillings, as follows:
		Payment for Goods and Services supplied from within the United
		Payment for Goods and Services supplied from within the United Republic of Tanzania:
		Devemont for Coods and Comings are alled from within the II-'t d
		within thirty (30) 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.
		Payment of local currency portion shall be made in :[insert the currency]
		Goods upon submission of claim supported by the acceptance certificate issued by the PE.
		(iii) On Acceptance: 100% Percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the

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		Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods,	
	Procedi	ure for Dispute Resolution (GCC 27)	
18.	27.1	Appointing Authority for the Adjudicator shall be National Construction council	
19.	27.2	Arbitration institution shall be: National Construction Council Place for carrying out Arbitration: Bukoba-Kagera	
	Govern	rning Language (GCC 29)	
20.	29.1	The Governing Language shall be: English	
	Applica	able Law (GCC 30)	
21.	30.1	The Applicable Law shall be: Laws of the Tanzania	
	Notices	s (GCC 31)	
22.	31.1	1.1 i) PE's address for notice purposes: Managing Director,	
	Bukoba Urban Water Supply and Sanitation Authority, P.O.Box 81,		
		Bukoba.	
		ii) Supplier's address for notice purposes:	
		Savima General Supplier,	
		Box 62524,	
		Dar Es Salaam.	

SECTION: F NEGOTIATION AGREEMENT

Negotiation Agreement

Between

Bukoba Water Supply and Sanitation Authority
(BUWASA)-Client

And

Savima General Supplier - Supplier

For Supply of fittings for Karabagaine water supply project Financial year 2021/2022 Quotation No. AE/031/2021-22/G/68 Lot-9



MINISTRY OF WATER BUKOBA WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: info@buwasa.go.tz Website: www.buwasa.go.tz



12.04.2022

MINUTES OF NEGOTIATION BETWEEN BUKOBA WATER SUPPLY AND SANITATION AUTHORITY(CLIENT) AND SAVIMA GENERAL SUPPLIER (SUPPLIER)

1.0 CONTRACT DETAILS

Name of Procuring Entity :	BUKOBA WATER SUPPLY AND SANITATION AUTHORITY (BUWASA
Project Name :	Supply of fittings for Karabagaine water supply project
Contract No.	AE/031/2021-2022/G/68 LOT-9
Mode of Procurement:	National Shopping
Negotiation Date and Time :	12th April, 2022 AT 10:00 HOURS (Local time)
Meeting Place :	BUWASA Board room
Chairperson :	Mr. James Mtimba
Secretary:	Mr. Salum Kakuru

Note: Signed copy of attendance register for the Negotiation Meeting is attached to this Minutes as Attachment-II

2.0 PARTICIPANTS

Name of Participant	Company/Organisation
Mr. James Mtimba-Chairperson	BUWASA
Mr. Salum Kakuru	BUWASA
Mr. Mayama Samson	BUWASA Savima General Supplier
The state of the s	Mr. James Mtimba-Chairperson Mr. Salum Kakuru Mr. Kaijage Rwegalulila Mr. Mayama Samson

3.0 OPENING OF THE MEETING

The chairperson of the negotiation meeting James Mtimba from the BUWASA opened the meeting and members were given time to introduce themselves. The chairperson introduced the main objective to be discussed regarding reduction of bid prices and other related issues regarding submitted bid No. AE/031/2021-2022/G/68LOT-9 for supply of fittings for Karabagaine water supply project.

4.0 CONTRACT NEGOTIATION PLAN

The table below provides the Negotiation Plan and its agreement reached and accepted by both parties.

Item No.	Item Description(s) /Subject(s)	Objective(s) to be achieved	Reached agreement
4.1	Contractor bid price	To have check the price of each items for the purpose of reduction of their price to reflect market price	discuss of each item in th
1.2	Other related issues	To achieve favorable contract terms	It was agreethat, supplier will deliver full package of the contract and the payment will be done after the UVIKO-19 funds will be disbursed by the Government through the ministry of finance and ministry of water.

6.0 CONCLUSION OF THE NEGOTIATION MEETING

After two hours of negotiation, the reached agreement which will bind both parties in the contract were as follows: -

- Price is reduced from Tsh.31,506,000.00(thirty-one million five hundred six thousand) to i. Tshs 23,758,000.00 (twenty-three million seven hundred and fifty-eight thousand). Equal to 25% reduction from the original bid price, the detail of the price agreement in each item is attached (see attachment-I)
- Delivery will be done in whole as required in the BOQ within seven (7) days ii.
- Payment will be paid when the funds will be realized by the Ministry of water, due to the fact iii. that, the fund for this procurement is under UVIKO-19 funds, therefore will be paid when disbursement of fund will be matured.

CONFIRMATION OF THE MINUTE OF NEGOTIATION 7.0

The record of the minute as detailed above - including its attachments - is confirmed as correct record of the negotiation meeting for the said contracts and signed by:

For the Procuring Entity (Chairman of the For the Tenderer Negotiation team)

Signature: White Ce
Name: Three Mirmer
Position: CHARMAN
Date: 12/4/22

Signature:

Position:

Date:

Mayama Samson Mayama
M.D

12/4/2022



MINISTRY OF WATER BUKOBA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: into@buwasa.go.tz Website: www.buwasa.go.tz



PRICE NEGOTIATION AGREEMENT REACHED ON QUOTATION NO.AE/031/2021-2022/G/68 LOT-9 FOR SUPPLY OF FITTINGS AT KARABAGAINE WATER SUPPLY PROJECT

BETWEEN BUKOBA WATER SUPPLY AND SANITATION AUTHORITY AND SAVIMA GENERAL SUPPLIER.

	The state of the s	UNIT	QTY	RATE	TOTAL
SNO_	Polly adaptor 6"	Pc	2	200,000.00	400,000,00
	GS offset bend 6"	Pc	/6	400,000.00	1,600,000.00
3	GS pipe 6" threaded	Pe	48	950,000.00	3.800,000.00
4	GS flange 6" (Threaded)	Pc	6	80,000.00	480,000,00
5	GS nipple 6" (hexagon)	Pc	4	90,000.00	360,000.00
6	GS reducing socket 6"x 4"	Pc	2	90,000.00	180.000,00
7	Sluice valve 6"	Pc	2	1,000,000,00	2,000,000.00
8	PVC flange 6"	Pc	2	80,000.00	160,000.00
0	GS socket 6" (plane)	Pc	2	90,000,00	180,000.00
10	GS bend 4" (offset)	Pc	5	170,000.00	850,000.00
11	GS pipe 4" threaded	Pc	5	600,000.00	3.000,000.00
12	GS nipple 4" (hexagon)	Pc	4	40,000.00	160,000.00
13	GS flange 4" (threaded)	Pc	6	70,000.00	420,000 00
14	Sluice valve 4"	Pe	3	600,000.00	1,800,000 00
15		Pc	3	75,000.00	225,000 00
16	(AT 105)	Pe	4	50,000,00	200,000.00
17	and the second s	Pc	50	1,000.00	50,000.00
18	10 50 P	Pc	4	90,000,00	360,000.00

19	Polly tee 3"x 2" female	Pe	7	80,000.00	560,000,00
20	Polly tee 2"x 1 12" female	Pc	8	40,000.00	320,000,00
21	Reducer 6"x 4" (Polly)	Pe	2	100,000.00	200,000.00
22	HDPF reducet 4"x 3"	Pc	3	65,000.00	195,000.00
23	HDPE reducer 1"x 34"	Pc	12	6,000,00	72,000.00
24	HDPE reducer 3"x 2"	Pc	6	50,000.00	300,000,00
25	HDPE reducer 2"x 1 ½"	Pe	6	22,000.00	132,000,00
26	Clamp saddle 4"x 3"	Pc	5	20,000.00	100,000.00
27	Clamp saddle 3"x 2"	Pc	8	10,000.00	80,000,00
28	Clamp saddle 3"x 1"	Pc	5	10,000 00	50,000,00
29	Clamp saddle 3"x 1 15"	Pe	6	15,000.00	90,000,00
30	Clamp saddle 4"x 1 ½"	Pc	4	15,000.00	75,000 00
31	Brass gate valve %"	Pc	1.5	15,000,00	225,000 00
32	GS Pipe 14"	Pe	1	55,000.00	55,000,00
33	GS socket 1/2" plain	Pc	18	3,000.00	54,000.00
34	Bib - cork %"	Pe	2.5	15,000.00	375,000.00
35	Bulk water meter 4"	Pc	2	600,000.00	1,200,000 00
36	Bulk water meter 6"	Pc	2	1,200,000.00	2,400,000.00
37	Water meter 14"	Pe	15	70,000,00	1,050,000.00
	Total Amount Agreed		The second secon		23,758,000.00

Dent

James Mtimba Chairman of the committee

Salum Kakuru Secretary of the committee

Mayama Samson

Supplier

P. 0. BOX 62524

DAR ES SALARY

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: BUKOBA WATER SUPPLY AND SANITATION AUTHORITION

Tender ID No. AE 031 2021-2022 G 68 LOT 9

Subject of Procurement: FITTINGS FOR KARABAGAINE WATER SUPPLY PROJECT

Method of Procurement: NATIONAL SHOPPING

Date of Negotiation: 12th APRIL 2022 AT 1500 HOURS

SN	Name	Position	Name of Tenderer/Firm	Signature
1	J. MimBA		*:	Mhule
2	J. MILMBA S. KAKURU			The c
3	K. RWEGALULINA	Ass Elethical Tock.		Vant-
4	Mayama Samson	MID	SAVIMA GEN.	Charles

Negotiation Agreement

Between

Bukoba Water Supply and Sanitation Authority (BUWASA)-Client

And

Savima General Supplier -Supplier

For Supply of fittings for Karabagaine water supply project Financial year 2021/2022 Quotation No. AE/031/2021-22/G/68 Lot-9

MINISTRY OF WATER BUKOBA WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: info@buwasa.go.tz Website: www.buwasa.go.tz



12.04.2022

MINUTES OF NEGOTIATION BETWEEN BUKOBA WATER SUPPLY AND SANITATION AUTHORITY(CLIENT) AND SAVIMA GENERAL SUPPLIER (SUPPLIER)

1.0 CONTRACT DETAILS

Name of Procuring Entity :	BUKOBA WATER SUPPLY AND SANITATION AUTHORITY (BUWASA				
Project Name :	Supply of fittings for Karabagaine water supply project				
Contract No.	AE/031/2021-2022/G/68 LOT-9				
Mode of Procurement :	National Shopping				
Negotiation Date and Time :	12th April, 2022 AT 10:00 HOURS (Local time)				
Meeting Place :	BUWASA Board room				
Chairperson :	Mr. James Mtimba				
Secretary :	Mr. Salum Kakuru				

Note: Signed copy of attendance register for the Negotiation Meeting is attached to this Minutes as Attachment-II

2.0 PARTICIPANTS

S/No.	Name of Participant	Company/Organisation	
1	Mr. James Mtimba-Chairperson	BUWASA	
2	Mr. Salum Kakuru	BUWASA	
3	Mr. Kaijage Rwegalulila	BUWASA	
4.	Mr. Mayama Samson	Savima General Supplier	

3.0 OPENING OF THE MEETING

The chairperson of the negotiation meeting James Mtimba from the BUWASA opened the meeting and members were given time to introduce themselves. The chairperson introduced the main objective to be discussed regarding reduction of bid prices and other related issues regarding submitted bid No. AE/031/2021-2022/G/68LOT-9 for supply of fittings for Karabagaine water supply project.

4.0 CONTRACT NEGOTIATION PLAN

The table below provides the Negotiation Plan and its agreement reached and accepted by both parties.

Item No.	Item Description(s) /Subject(s)	Objective(s) to be achieved	Reached agreement
4.1	Contractor bid price	To have check the price of each items for the purpose of reduction of their price to reflect market price	After the thoroughly check and discuss of each item in the submitted bid, the supplier and client agreed to reduce price from Tshs. 31,506,000.00 to Tshs.23,758,000.00 Equal to reduction of 25% from the original submitted bid price. See attachment-I
4.2	Other related issues	To achieve favorable contract terms	It was agreethat, supplier will deliver full package of the contract and the payment will be done after the UVIKO-19 funds will be disbursed by the Government through the ministry of finance and ministry of water.

6.0 CONCLUSION OF THE NEGOTIATION MEETING

After two hours of negotiation, the reached agreement which will bind both parties in the contract were as follows: -

- i. Price is reduced from Tsh.31,506,000.00(thirty-one million five hundred six thousand) to Tshs 23,758,000.00 (twenty-three million seven hundred and fifty-eight thousand). Equal to 25% reduction from the original bid price, the detail of the price agreement in each item is attached (see attachment-I)
- ii. Delivery will be done in whole as required in the BOQ within seven (7) days
- iii. Payment will be paid when the funds will be realized by the Ministry of water, due to the fact that, the fund for this procurement is under UVIKO-19 funds, therefore will be paid when disbursement of fund will be matured.

7.0 CONFIRMATION OF THE MINUTE OF NEGOTIATION

The record of the minute as detailed above - including its attachments - is confirmed as correct record of the negotiation meeting for the said contracts and signed by:

For the Procuring Entity (Chairman of the For the Tenderer Negotiation team)

Signature:

Signature:

Name: TAMES Milmison

Name:

Mayama Samsen Mayama

Position:

CHAIRMAN

Position:

Date:

12/04/2012

Date:

12/04/2022



ATTACHMENT: I
PRICE AGREEMENT ON EACH ITEM



MINISTRY OF WATER BUKOBA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Kitekele Road, Box 81, Bukoba, Phone: +255 (0) 282221744 Fax: 0282221588 Email: info@buwasa.go.tz Website: www.buwasa.go.tz



PRICE NEGOTIATION AGREEMENT REACHED ON QUOTATION NO.AE/031/2021-2022/G/68 LOT-9 FOR SUPPLY OF FITTINGS AT KARABAGAINE WATER SUPPLY PROJECT

BETWEEN BUKOBA WATER SUPPLY AND SANITATION AUTHORITY AND SAVIMA GENERAL SUPPLIER.

SNO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Polly adaptor 6"	Pc	2	200,000.00	400,000.00
2	GS offset bend 6"	Pc	4	400,000.00	1,600,000.00
3	GS pipe 6" threaded	Pc	4	950,000.00	3,800,000.00
4	GS flange 6" (Threaded)	Pc	6	80,000.00	480,000.00
5	GS nipple 6" (hexagon)	Pc	4	90,000.00	360,000.00
6	GS reducing socket 6"x 4"	Pc	2	90,000.00	180,000.00
7	Sluice valve 6"	Pc	2	1,000,000.00	2,000,000.00
8	PVC flange 6"	Pc	2	80,000.00	160,000.00
9	GS socket 6" (plane)	Pc	2	90,000.00	180,000.00
10	GS bend 4" (offset)	Pc	5	170,000.00	850,000.00
11	GS pipe 4" threaded	Pc	5	600,000.00	3,000,000.00
12	GS nipple 4" (hexagon)	Pc	4	40,000.00	160,000.00
13	GS flange 4" (threaded)	Pc	6	70,000.00	420,000.00
14	Sluice valve 4"	Pc	3	600,000.00	1,800,000.00
15	Flanged PVC 4"	Pc	3	75,000.00	225,000.00
16	Plain socket 4" (GS)	Pc	4	50,000.00	200,000.00
17	Seal tap	Pc	50	1,000.00	50,000.00
18	Polly tee 4"x 3" female	Pc	4	90,000.00	360,000.00

	Total Amount Agreed		district of the second of the		23,758,000.00
37	Water meter 3/4"	Pc	15	70,000.00	1,050,000.00
36	Bulk water meter 6"	Pc	2	1,200,000.00	2,400,000.00
35	Bulk water meter 4"	Pc	2	600,000.00	1,200,000.00
34	Bib – cork ¾"	Pc	25	15,000.00	375,000.00
33	GS socket 3/4" plain	Pc	18	3,000.00	54,000.00
32	GS Pipe ³ / ₄ "	Pc	1	55,000.00	55,000.00
31	Brass gate valve 3/4"	Pc	15	15,000.00	225,000.00
30	Clamp saddle 4"x 1 ½"	Pc	5	15,000.00	75,000.00
29	Clamp saddle 3"x 1 ½"	Pc	6	15,000.00	90,000.00
28	Clamp saddle 3"x 1"	Pc	5	10,000.00	50,000.00
27	Clamp saddle 3"x 2"	Pc	8	10,000.00	80,000.00
26	Clamp saddle 4"x 3"	Pc	5	20,000.00	100,000.00
25	HDPE reducer 2"x 1 ½"	Pc	6	22,000.00	132,000.00
24	HDPE reducer 3"x 2"	Pc	6	50,000.00	300,000.00
23	HDPE reducer 1"x 3/4"	Pc	12	6,000.00	72,000.00
22	HDPE reducer 4"x 3"	Pc	3	65,000.00	195,000.00
21	Reducer 6"x 4" (Polly)	Pc	2	100,000.00	200,000.00
20	Polly tee 2"x 1 ½" female	Pc	8	40,000.00	320,000.00
19	Polly tee 3"x 2" female	Pc	7	80,000.00	560,000.00

James Mtimba Chairman of the committee

**

Salum Kakuru Secretary of the committee Mayama Samson Supplier

P. O. E CX 6250

D4 62524

Date:....

Schedule of Supplies or services requiredforBUWASA

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax Per Unit [VAT]	Extended Price (Tshs)
(7)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
							[(6+7) x5]
1		Polly adaptor 6"	Pc	2	240,000/-	200,000	480,000/
2		GS offset bend 6"	Pc	4	450,000/=	400,000	1,800,000
3		GS pipe 6" threaded	Pc	4	1,460,500/=	950,000	5,600,000
4		GS flange 6" (Threaded)	Pc	6	110,000/=	80,000	660,000
5		GS nipple 6" (hexagon)	Pc	4	95,000/=	90,000	380,600
6		GS reducing socket 6"x 4"	Pc	2	140,000/=	90,000	280,000
7		Shiice valve 6"	P¢	2	1,250,000	1,000,000	2,500,000
8		PVC flange 6"	Pc	2	100,000/=	80,000	200,000
9		GS socket 6" (plane)	Pc	2	150,000/=	90,000	3 00,50
10		GS bend 4" (offset)	Pc	5	220,000/=	180,000	1,100,000
11		GS pipe 4" threaded	Pc	5	750,600/=	600,000	3,750,000
12		GS nipple 4" (hexagon)	Pc	4	55,000/=	40,000	220,000/
13		GS flange 4" (threaded)	Pc	6	95,000/=	70,000	570,000
14		Sluice valve 4"	Pc	3	850,000/=	600,000	2,550,00
15		Flanged PVC 4"	Pc	3	90,000/=	75,000	270,000/
16		Plain socket 4" (GS)	Pc	4	70,000/=	50,000	280,000
17		Seal tap	Pc	50	1000/=	700	50,000
18		Polly tee 4"x 3" female	Pc	4	150,000/=	90,000	600,000/
19		Polly tee 3"x 2" female	Pc	7	95,000/=	80,000	665,000
20		Polly tee 2"x 1 ½" female	Pc	8	60,000/=	40,000	4 80,000
21		Reducer 6"x 4" (Polly)	Pc	2	150,000/=	1.00,000	300,000
22		HDPE reducer 4"x 3"	Pc	3	100,000/=	65,000	300,000
23		HDPE reducer 1"x 34"	Pc	12	8,000/=	6,000	96,000
24		HDPE reducer 3"x 2"	Pc	6	79,000/=	50,000	420,00
25		HDPE reducer 2"x 1 1/2"	Pc	6	30,600/=	72,000	180,00

26	Clamp saddle 4"x 3"	Pc	5	35,000/=	20,000	125001
21	Clamp saddle 3"x 2"	Pc	8			175,000/-
28	Clamp saddle 3"x 1"	Pc	5	18,000/=	†	144,000/
29	Clamp saddle 3"x 1 1/2"	Pc	6	18,000/=	15,000	90,000/=
30	Clamp saddle 4"x 1 ½"	Pc		18,000/=	15,000	108,000/-
31	Brass gate valve ¾"		5	30,000/=	15,000	150,000/
32		Pc	15	15,080/=	000,21	
	GS Pipe ¾"	Pc	1	70,000/=		225,000/=
33	GS socket 3/4" plain	Pc	18		\$5,000	10,000/=
34	Bib - cork 3/4"	Pc	25	3500/=	3,000	63,000/=
35	Bulk water meter 4"	Pc	2	15,000/=	15,000	375,000/-
36	Bulk water meter 6"			900,000/=	600,000	1,200,000
7		Pc	2	1,500,000/2	1,200,000	
- Comment	Water meter 3/4"	Pc	15	85,000/=	70,000	3000,000/-
-	TOTA	1-70	1,275,000/			
-00	The second secon	· v	AT 18	6	-	31,506,000

- The analysis and award of contract of this mini competition framework agreement shall be based on compliance of specifications and price offered only.
- Materials should be delivered to the place of project execution.

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

Please return this document fully completed.

Authorized Signature: MAYAMA SAMSON MAYAMA

Title of Signatory: MANAGING DIRECTOR



Vaisoge puegabille.

ATTACHMENT: II ATTENDENCY LIST

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: BUKOBA WATER SUPPLY AND SANITATION AUTHORITY

Tender ID No.: AE 031 2021-2022 G 68 LOT 9

 $\textbf{Subject of Procurement:}\ FITTINGS\ FOR\ KARABAGAINE\ WATER\ SUPPLY\ PROJECT$

Method of Procurement: NATIONAL SHOPPING

Date of Negotiation: 12th APRIL 2022 AT 1500 HOURS

SN	Name	Position	Name of Tenderer/Firm	Signature
	J. Milmaa			Mhul
2	S. KAKURU			The c
3	K. REVELTALININA	Ass Etalviel Tach		Worf
1	Mayama Samson	MiD	SAVIMA GEN.	Hoppan
5	Tayout 24)
	/ layson ()	2004-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		