



UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
SONGEA URBAN WATER SUPPLY AND
SANITATION AUTHORITY (SOUWASA)



CONTRACT No. AE/044/2021/2022/HQ/G/18

For

SUPPLY OF PIPES

Between

Songea Urban Water Supply and Sanitation Authority

*M/s Plasco Ltd,
P. O. Box 19956,
Dar Es Salaam.
Tel: +255 22 2199820
Email: info@plasco.co.tz*

FORM OF CONTRACT

THIS AGREEMENT made the 16th day of November, 2021 between *Songea Urban Water Supply and Sanitation Authority, P. O. Box 363, Songea, Tanzania* (hereinafter called "the PURCHASER") on one part and *M/s Plasco Ltd, P. O. Box 19956, Dar es Salaam* (hereinafter called "the Supplier") on the other part: WHEREAS the PURCHASER invited Tenders for *Supply of Pipes* and has accepted a Tender by the Supplier for the execution of the contract.

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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Tender submission
 - (b) the Price Schedule of requirements submitted by the Tenderer;
 - (c) the Procuring Entity's Notification of Award
 - (d) the said Tender document
 - (e) the General Conditions of Contract;
 - (f) the Special Conditions of Contract; and
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications;
 - (i) Form of Call off order
3. In consideration of the payment's Tanzania shillings Tsh. 68,080,371.00 (*Sixty Eight Million Eighty Thousand Three Hundred Seventy One Only*) VAT exclusive to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies and Related Services 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.
5. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
6. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
7. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.




8. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 16, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the Accounting Officer.
9. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
10. Call-off orders are subject to the following limitations and exceptions:
 - (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
 - (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

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.

Binding signature and stamp of:

FOR AND ON BEHALF OF THE EMPLOYER:

Signature:  Name: JAGGI YAHAYA

Title: Ag. MANAGING DIRECTOR


Witnessed by:

Signature:  Name: N. MASE

Title: Finance Manager



FOR AND ON BEHALF OF THE SUPPLIER:

Signature:  Name: EDITH JAMES

Title: SALES & MARKETING MGR

Witnessed by:

Signature:  Name: MEEMA MANYAGA

Title: SALES OFFICER



SECTION II: FORM OF TENDER SUBMISSION



Form of Tender

Date: 15TH NOVEMBER 2021

To: SONGEA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Having examined the Tendering Documents including Addenda Nos: TENDER NO. AE/044/2021/2022/HQ/G/18 , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver SUPPLY OF HDPE WATER PIPES in conformity with the said Tendering Documents for the sum of Tanzanian Shillings Sixty-Eight Million Eighty Thousand Three Hundred Seventy-One Only (TZS 68,080,371.00) VAT Exclusive 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 Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 17.1 of the Tender 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 Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering 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 Tender, and to contract execution if we are awarded the contract: -

<u>Name and address of agent</u>	<u>Amount and currency</u>	<u>Purpose of Commission</u>	<u>Or recipient or gratuities</u>
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NONE

NONE

NONE

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

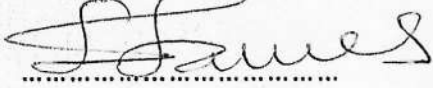
We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents



Dated this 15th day of November 2021.

EDITH JAMES



.....

SALES & MARKETING MANAGER

Duly authorized to sign Tender for and on behalf of PLASCO LIMITED



**SECTION III: PRICE SCHEDULE OF REQUIREMENTS
SUBMITTED BY THE TENDERER**



UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

SONGEA URBAN WATER SUPPLY AND
SANITATION AUTHORITY (SOUWASA)



To: M/s PLASCO LIMITED,
P.O.Box 19956,
DAR ES SALAAM

Re: Mini-Competition Under Framework Agreement

Sub: Procurement Ref. No. AE/044/2021/2022/HQ/G/18

Framework Agreement No:

Subject to *clause 7.1(b)* of the framework agreement referenced above entered between you and Songea Urban Water Supply and Sanitation Authority for the procurement of pipes. This min-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.

Supplies required

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (Tshs)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	
1	02/003/090/100/10/02	HDPE 90mm PN 10	m	220	10,457.40	2,300,628.00	For Lifakara Project
2	02/003/075/150/10/02	HDPE 75mm PN 10	m	2,805	7,279.00	20,417,595.00	
3	02/003/063/150/10/02	HDPE 63mm PN 10	m	1,375	5,150.40	7,081,800.00	
4	02/003/050/150/10/02	HDPE 50mm PN 10	m	1,595	3,236.40	5,162,058.00	
5	02/003/040/150/10/02	HDPE 40mm PN 10	m	4,230	2,059.00	8,709,570.00	
6	02/003/032/150/10/02	HDPE 32mm PN 10	m	15,560	1,363.00	21,208,280.00	
7	02/003/025/150/10/02	HDPE 25mm PN 10	m	3,560	899.00	3,200,440.00	
Total VAT Exclusive						68,080,371.00	

You are hereby instructed to fill and return this form through the same email not later than today.

Please return this document fully completed.

N.B

This quotation is VAT Exclusive, after contract signing the exemption will be provided before pipe production.

Authorized Signature:

Name of Signatory: EDITH JAMES

Title of Signatory: SALES & MARKETING MANAGER





UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

SONGEA URBAN WATER SUPPLY AND
SANITATION AUTHORITY (SOUWASA)

(All Correspondences must be addressed to the Managing Director)



In Reply Please Quote:

Ref. No. SOUWASA/REP.37/VOL.V/101

15/11/2021

M/s Plasco Limited,
P. O. Box 19956,
DAR ES SALAAM

RE: **ACCEPTANCE LETTER FOR SUPPLY OF PIPES**

CONTRACT NO: AE/044/2021-22/HQ/G/18

Subject: **Letter of Acceptance**

2. Reference is made to your submitted tender for the above mentioned contract.

This is to notify that the Songea Urban Water Supply and Sanitation Authority Tender Board, Ruvuma has accepted your tender **for Supply of Pipes** for Contract price of **Tshs. 68,080,371.00 (say Tshs. Sixty Eight Million Eighty Thousand Three Hundred Seventy One Only)** VAT exclusive.

3. Your duly authorized representative with a valid Power of Attorney is invited for signing the contract agreement SOUWASA, Ruvuma on **16th November, 2021 at 10.00 hrs.**

4. Pursuant to clause 42.1 of instruction to Tenderers, Clause 9.1 of General Conditions of Contract Clause 10.1 of special condition of contract, you are required to provide SOUWASA with Performance Bond in amount of **10 percent of contract price, i.e., Tsh 6,808,037.10 (Tanzania Shillings Six Million Eight Hundred Eight Thousand Thirty Seven Cents Ten Only)** VAT exclusive.

5. Please confirm receipt of this letter and that you will attend the signing ceremony on the proposed date and time.

Best regards,

Eng. Jafari Yahaya
Ag. MANAGING DIRECTOR

SECTION IV: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
 - (c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant t the contract for the full and proper performance of its contractual obligations.
 - (d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
 - (f) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
 - (g) "GCC" means the General Conditions of Contract contained in this section.
 - (h) "SCC" means the Special Conditions of Contract.
 - (i) "The Purchaser" means the entity purchasing the Goods and related service, as **named in SCC**.
 - (j) "The Supplier" means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, ad includes the legal

successors or permitted assigns of the supplier.

- (k) "The Project Site" where applicable, means the place or places **named in SCC.**
- (l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
- (m) "Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
- (p) "Day" means calendar day.

2. **Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.

3. **Nature and Period of Contract**

- 3.1 The type of Contract is a Standing Offer Agreement

- 3.2 The Contract is a Framework Contract, the Period of the Contract is **Stated in the SCC**. The Contract shall Commence in accordance with the **nomination in the SCC**, being either a specific date or the Date of acceptance
4. **Governing Language** 4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in SCC**. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5. **Applicable Law** 5.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in SCC**.
6. **Country of Origin** 6.1 The origin of Goods and Services is distinct from the nationality of the Supplier.
7. **Standards** 7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. **Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania** 8.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 8.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.
- 8.3 Any document, other than the Contract itself, enumerated in GCC Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

- 8.4 The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9. **Patent and Copy Rights**
- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. **Performance Security**
- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in SCC.**
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; or
- (b) A cashier's or certified check.

- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
- 10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
11. **Review Meetings, Reports, Inspections and Tests**
- 11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC and the Technical Specifications shall specify what inspections and tests** the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
- 11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract
- 11.5 Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.

- 11.6 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.7 Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

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

13. Delivery and Documents

- 13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
- 13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
- 13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

13.4 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC.**

13.5 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

13.6 Documents to be submitted by the Supplier are **specified in SCC.**

14. **Insurance**

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

15. **Transportation**

15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

16. Incidental Services

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- (a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.

16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17. Spare Parts

17.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:

- (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty

- 18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
- 18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 18.3 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.
- 18.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract.

19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

19.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate **specified in the SCC**.

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.

19.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 17.4

20. Prices

20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

21. **Estimated
Quantities and
Change Orders**

- 20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for tender validity extension, as the case may be.
- 21.1 The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.
- 21.2 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract at any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and / or
 - (d) The Services to be provided by the Supplier.
- 21.3 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21.4 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22. **Contract Amendments** 22.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. **Assignment** 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. **Subcontracts** 24.1 The Supplier shall notify the Purchaser in writing 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.
- 24.2 Subcontracts must comply with the provision of GCC Clause 3.
25. **Delays in the Supplier's Performance** 25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing 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.
- 25.3 Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26. **Liquidated Damages**

26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.

27. **Termination for Default**

27.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
- b) The Supplier fails to perform any other obligation(s) under the Contract;
- c) The supplier has abandoned or repudiated the contract.
- d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- e) A payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- f) The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.

For the purpose of this clause:

- a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;
- b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- c) "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice
- d) "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

27.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28. Force Majeure

28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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.

28.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. 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, acts of terrorists and freight embargoes.

28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination for Insolvency

29.1 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.

30. Termination for Convenience

30.1 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 Contract is terminated, and the date upon which such termination becomes effective.

30.2 The 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 price. 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 and Services and for materials and parts previously procured by the Supplier.

31. Disputes

- 31.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 31.2 If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
- 31.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.

32. Procedure for Disputes

- 32.1 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
- 32.2 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

33. **Replacement of Adjudicator** 33.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
34. **Limitation of Liability** 34.1 Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
- (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 or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
35. **Notices** 35.1 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 and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address **specified in SCC.**
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. **Taxes and Duties** 36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.

- 36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent
- 36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V: 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 General Conditions of Contract
		Definitions (GCC Clause 1)
1.	1.1	The Purchaser is: <i>Songea Urban Water Supply and Sanitation Authority. P.O. Box 363, Songea. Tanzania.</i>
2.	1.1(j)	The Supplier is: <i>M/s Plasco Ltd</i>
3.	1.1(k)	The Project is: <i>Improving of water Supply network.</i>
		Contract period: One (1) year
		Delivery period: Two weeks after payment of Advance payment and VAT Exemption acceptance.
		Governing Language (GCC Clause 3)
4.	3.1	The Governing Language shall be: <i>English.</i>
		Applicable Law (GCC Clause 4)
5.	4.1	The Applicable Law shall be: <i>Laws of the United Republic of Tanzania</i>
		Country of Origin (GCC Clause 5)
6.	5.1	Country of Origin is: <i>Any</i>
		Performance Security (GCC Clause 9)
7.	9.1	The amount of performance security in form of Bank guarantee , as a percentage of the Contract Price, shall be: <i>Ten percent (10%) of the Contract Price</i>
8.	9.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.
		Inspections and Tests (GCC Clause 10)
9.	10.1	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 Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
		Packing (GCC Clause 11)
10.	11.2	The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export

		packing specified by the Procuring Entity in the Technical Specification.
Delivery and Documents (GCC Clause 12)		
11.	12.1	<p>For Goods supplied from abroad: <i>Not applicable.</i></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"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (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; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturers 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. <p>The above documents shall be received by the Procuring Entity 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.</p>
12.	12.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (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. <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC Clause 13)		
13.	13.1	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.

	Incidental Services (GCC Clause 15)	
14.	15.1	Incidental services to be provided are: <i>None</i> .
	Spare Parts (GCC Clause 16)	
15.	16.1	Additional spare parts requirements are: <i>Not applicable</i> 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.
	Warranty (GCC Clause 17)	
16.	17.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or 6 (six) months from date of acceptance of the Goods or 8 (eight) 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: (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, or (b) pay liquidated damages to the Procuring Entity 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.
17.	17.4 & 17.5	The period for correction of defects in the warranty period is: One Month
	Payment (GCC Clause 18)	
18.	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: NOT APPLICABLE (a) Payment of foreign currency portion shall be made in ----- and shall be ----- percent of the Contract Price of Goods received, paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. (ii) On Shipment: ---- 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 Clause 10. (iii) On Acceptance: 100 percent (100%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.

		Payment of local currency portion shall be made in: <i>Not applicable</i>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</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) Advance Payment: 50% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a receipt and confirmation of a bank guarantee for the equivalent amount by the Procuring Entity.</p> <p>(ii) On Delivery: 0% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10, inspection and acceptance of all goods to be installed at site.</p> <p>(iii) On Acceptance: 50% percent of the Contract Price shall be paid to the Supplier within 30 days after inspection and acceptance of the pipes hence acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
19.	18.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Entity shall be: <i>0.2% of the contract price per day to a maximum of 10% of the contract price.</i>
		Prices (GCC Clause 19)
20.	19.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>Not applicable</i>
		Liquidated Damages (GCC Clause 25)
21.	25.1	<p>Applicable rate:</p> <ul style="list-style-type: none"> • Applicable rate for undelivered materials/goods is 0.2% of the contract value of undelivered materials per day. • Applicable rate for any Poor Quality of goods delivered is 0.2% of the contract value per day. <p>Maximum deduction: is equal to the performance security.</p>
		Procedure for Disputes (GCC Clause 31)
22.	31.1	The Adjudicator shall be appointed <i>by the Procuring Entity (SONGEA WSSA) when there is a requirement.</i>
23.	31.2	Rate of the Adjudicator fees shall be determined after apportionment of arbitrator and shall be shared equally by both parties. (Buyer and Seller)
24.	31.3	<p>Arbitration institution shall be shall be <i>the Tanzania Institute of Arbitrators</i></p> <p>Place for carrying out Arbitration shall be determined after apportionment of arbitrator.</p>
25.	32.1	Appointing Authority for the Adjudicator <i>is Tanzania Institute of Arbitrators</i>
		Notices (GCC Clause 34)

Shawes

SECTION VI: SCHEDULE OF REQUIREMENTS

Schedule of Requirement

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required
(1)	(2)	(3)	(4)	(5)
1		HDPE 90mm PN 10	m	220
2		HDPE 75mm PN 10	m	2,805
3		HDPE 63mm PN 10	m	1,375
4		HDPE 50mm PN 10	m	1,595
5		HDPE 40mm PN 10	m	4,230
6		HDPE 32mm PN 10	m	15,560
7		HDPE 25mm PN 10	m	3,560

SECTION VII: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

S/n	Item Code	Description of Supplies	Technical Specification
1		HDPE 90mm	HDPE 90mm PN 10 supplied in 100m length
2		HDPE 75mm	HDPE 75mm PN 10 supplied in 150m length
3		HDPE 63mm	HDPE 63mm PN 10 supplied in 150m length
4		HDPE 50mm	HDPE 50mm PN 10 supplied in 150m length
5		HDPE 40mm	HDPE 40mm PN 10 supplied in 150m length
6		HDPE 32mm	HDPE 32mm PN 10 supplied in 150m length
7		HDPE 25mm	HDPE 25mm PN 10 supplied in 150m length

SONGEA URBAN WATER SUPPLY & SANITATION AUTHORITY

SOUWASA,
P. O. BOX 363,
SONGEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04539

ALLOCATION: Item..... Sub Item..... **LIFAKARA PROJECT**

Vendor	Ship To
DANIEL ALBART MGUMBA, P. O. BOX 321, SONGEA.	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
01	PVC Adaptor 90mm	27	Pc	55,000.00	1,485,000.00
02	gasket 75 mm(2.5)	18	Pc	6,000.00	108,000.00
03	Gasket 90MM (3)	9	Pc	10,000.00	90,000.00
04	pvc adaptor 75mm (2.5)	6	Pc	45,000.00	270,000.00
05	Gs tee flaged bolt side DN 80MM	9	Pc	50,000.00	450,000.00
06	GATE VALVE FLANGED AVK DN 80MM	9	Pc	280,000.00	2,520,000.00
07	GS TEE FLANGED BATH SIDE dn 65M	2	Pc	35,000.00	70,000.00
08	GATE VALVE FLANGED AVK DN 75MM	2	Pc	250,000.00	500,000.00
09	HDPE TEE POLY 32/25/22MM PN 16	11	Pc	8,000.00	88,000.00
10	HDPE TEE POLY 25/25/25MM PN 16	25	Pc	4,000.00	100,000.00
11	Coupling Reducer (90/75)mm	2	PC	45,000.00	90,000.00
12	Coupling Reducer (75/63)mm	2	Pc	35,000.00	70,000.00
13	Coupling Reducer (63/50)mm	2	PC	18,000.00	36,000.00
14	6802 HDPE Coupling 63mm	10	Pc	20,000.00	200,000.00
15	HDPE COUPLING 50MM, PN16	12	Pc	15,000.00	180,000.00
16	HDPE coupling 40mm PN 16	31	Pc	10,000.00	310,000.00
17	HDPE COUPLING 32MM pn 16	114	Pc	6,000.00	684,000.00
18	hdpe coupling 25mm PN16	25	Pc	3,000.00	75,000.00
19	Ball cock pex 3/4"	60	PC	15,000.00	900,000.00
20	GS SOCKET 3/4 (MEDIUM)	150	Pc	2,000.00	300,000.00
21	GS Extension 3/4", 15cm	60	Pc	2,000.00	120,000.00
22	GS Extension 3/4", 2.5m	30	Pc	28,000.00	840,000.00
23	GS Extension 3/4", 20CM	30	Pc	3,000.00	90,000.00
24	GS Extension 3/4", 30CM	30	Pc	4,000.00	120,000.00
25	GS STAND PIPE 3/4" 1.2 M	30	Pc	15,000.00	450,000.00
26	GS Tee 3/4"	30	Pc	2,500.00	75,000.00
27	GS Elbow 3/4"	30	Pc	2,000.00	60,000.00
28	Ball valve pex 3/4"	30	PC	13,000.00	390,000.00
29	GS PIPE 80MM @ 6M PN 16	2	Pc	320,000.00	640,000.00
30	GS ELBOW 90 DN 80MM	4	Pc	45,000.00	180,000.00

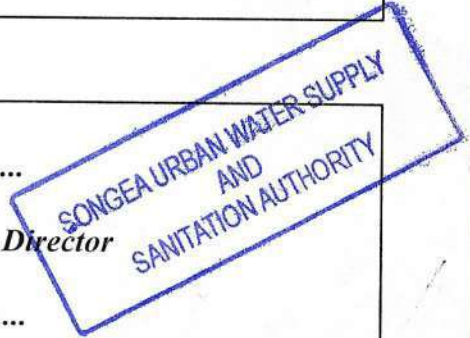
Tshs. Forty Million One Hundred Thirty Five Thousand Three Hundred Forty Only.

Total

Signature..... *[Signature]*
Designation: Purchasing officer
Date..... 17/11/2021

Signature..... *[Signature]*
Designation: Finance Manager
Date..... 17/11/2021

Signature..... *[Signature]*
Designation: Managing Director
Date..... 17/11/2021



SONGEEA URBAN WATER SUPPLY & SANITATION AUTHORITY

SOUWASA,
P. O. BOX 363,
SONGEEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04539

ALLOCATION: Item.....Sub Item... LIFAKARA PROJECT

Vendor	Ship To
DANIEL ALBART MGUMBA, P. O. BOX 321, SONGEEA.	SOUWASA, P. O. BOX 363, SONGEEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
31	GS PIPE 90MM @3M PN16	2	Pc	160,000.00	320,000.00
32	GS Flange 80mm	8	Pc	45,000.00	360,000.00
33	Gasket 90MM (3)	4	Pc	10,000.00	40,000.00
34	GS PIPE 50MM @6M	1	Pc	200,000.00	200,000.00
35	GS Elbow DN 90 50MM	2	Pc	45,000.00	90,000.00
36	GS FLANGE DN 50MM	2	Pc	35,000.00	70,000.00
37	GASKET 63MM	2	Pc	5,000.00	10,000.00
38	PVC ADAPTOR 63MM	1	Pc	35,000.00	35,000.00
39	SIM TANK (200 LTS)	4	Pc	200,000.00	800,000.00
40	IPS Pipes 3/4"	6	Pc	28,000.00	168,000.00
41	SADDLE CLAMP 4X3/4 "(110X25MM)	2	Pc	12,000.00	24,000.00
42	clample saddle 3/4"x 4" (90X25M	2	Pc	10,000.00	20,000.00
43	Nipple 25mm	2	Pc	2,000.00	4,000.00
44	Connector (25mm)	8	Pc	2,000.00	16,000.00
45	Polly pipe (HDPE class C) (3/4")	2	Roll	270,000.00	540,000.00
46	GS Elbow 100MM	4	Pc	60,000.00	240,000.00
47	NIPPLE 100MM	4	Pc	55,000.00	220,000.00
48	TEE GS 100MM	2	Pc	60,000.00	120,000.00
49	Threaded Tape	200	Box	5,000.00	1,000,000.00
50	AIR VALVE 50MM GS	6	Pc	135,000.00	810,000.00
51	HDPE TEE COUPLING 90X63X90MM	4	Pc	45,000.00	180,000.00
52	HDPE TEE COUPLING 75X63X75MM	2	Pc	35,000.00	70,000.00
53	GS Nipple 2"	12	Pc	15,000.00	180,000.00
54	GATE VALVE DN 80MM	4	Pc	280,000.00	1,120,000.00
55	GATE VALVE DN 65MM (25')	2	Pc	250,000.00	500,000.00
56	GS PIPE 50MM @6M	2	Pc	200,000.00	400,000.00
57	GS Elbow DN 90 50MM	8	Pc	45,000.00	360,000.00
58	GS TEE FLANGED BOTH SIDE 100X50	2	Pc	250,000.00	500,000.00
59	GS FLANGE DN 50MM	4	Pc	35,000.00	140,000.00
60	FLANGED GATE VALVE 50MM	2	Pc	200,000.00	400,000.00

Tshs. Forty Million One Hundred Thirty Five Thousand Three Hundred Forty Only.

Total

Signature..... [Signature]
Designation: **Purchasing officer**
Date..... 17/11/2021

Signature..... [Signature]
Designation: **Finance Manager**
Date..... 17/11/2021

Signature..... [Signature]
Designation: **Managing Director**
Date..... 17/11/2021



SONGEA URBAN WATER SUPPLY & SANITATION AUTHORITY

SOUWASA,
P. O. BOX 363,
SONGEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04539

ALLOCATION: Item.....Sub Item... LIFAKARA PROJECT

Vendor	Ship To
DANIEL ALBART MGUMBA, P. O. BOX 321, SONGEA.	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
61	GASKET 63MM	4	Pc	5,000.00	20,000.00
62	PVC ADAPTOR 63MM	2	Pc	30,000.00	60,000.00
63	6401 - GS union DN 50	2	Pc	30,000.00	60,000.00
64	Gate Valve (SLURCE)80MM	4	Pc	280,000.00	1,120,000.00
65	GATE VALVE (SLUICE) 65MM	4	Pc	250,000.00	1,000,000.00
66	GATE VALVE (BALL) 50MM	4	Pc	75,000.00	300,000.00
67	GATE VALVE (BALL) 40MM	6	Pc	65,000.00	390,000.00
68	GATE VALVE (BALL) 32MM	10	Pc	25,000.00	250,000.00
69	GATE VALVE (BALL) 25MM	30	Pc	13,000.00	390,000.00
70	CLAMP SADDLE 90/32MM	2	Pc	10,000.00	20,000.00
71	CLAMP SADDLE 90/25MM	2	Pc	10,000.00	20,000.00
72	CLAMP SADDLE 75/32MM	2	Pc	9,000.00	18,000.00
73	CLAMP SADDLE 75/25MM	2	Pc	9,000.00	18,000.00
74	GS Elbow DN 100	4	Pc	60,000.00	240,000.00
75	GS FLANGE 90 DN 100MM	4	Pc	55,000.00	220,000.00
76	FLANGED GATE VALVE 100MM	2	Pc	380,000.00	760,000.00
77	GASKET 100MM	4	Pc	10,000.00	40,000.00
78	pvc adaptor 75mm	2	Pc	35,000.00	70,000.00
79	GS FLANGE DN 65MM	4	Pc	35,000.00	140,000.00
80	FLANGED GATE VALVE 65MM	2	Pc	250,000.00	500,000.00
81	GS PIPE 65MM @6M	4	Pc	240,000.00	960,000.00
82	GS ELBOW 90DN 50M	4	Pc	35,000.00	140,000.00
83	GASKET 75MM	4	Pc	8,000.00	32,000.00
84	GS UNION 50MM	2	Pc	30,000.00	60,000.00
85	Water meter 3/4" class B	30	Pc	75,000.00	2,250,000.00
86	HDPE MALE CONNECTOR 3/4 PN 16	30	Pc	2,000.00	60,000.00
87	Tee coupling 1 1/4X3/4 "PN 16	30	Pc	8,000.00	240,000.00
88	UPVC Pipe 4" Class B	10	Pc	95,000.00	950,000.00
89	PVC ADAPTOR 50MM	3	Pc	35,000.00	105,000.00
90	GS TEE FLANGED BOTH SIDE DN 50M	1	Pc	80,000.00	80,000.00

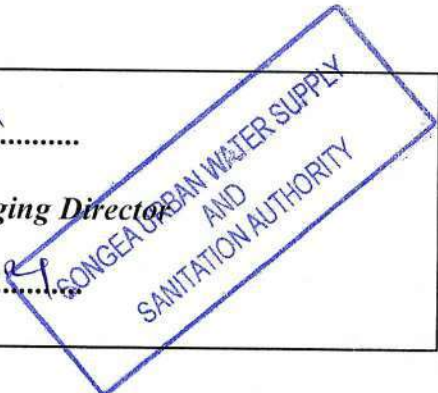
Tshs. Forty Million One Hundred Thirty Five Thousand Three Hundred Forty Only.

Total

Signature..... [Signature]
 Designation: **Purchasing officer**
 Date..... 17/11/2021

Signature..... [Signature]
 Designation: **Finance Manager**
 Date..... 17/11/2021

Signature..... [Signature]
 Designation: **Managing Director**
 Date..... 17/11/2021



SONGEA URBAN WATER SUPPLY & SANITATION AUTHORITY

SOUWASA,
P. O. BOX 363,
SONGEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04539

ALLOCATION: Item.....Sub Item... LIFAKARA PROJECT

Vendor	Ship To
DANIEL ALBART MGUMBA, P. O. BOX 321, SONGEA.	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
91	GATE VALVE FLANGED AVK DN 40 (1	Pc	150,000.00	150,000.00
92	GASKET 50MM (1.5')	3	Pc	4,000.00	12,000.00
93	PVC ADPTOR 40MM	3	Pc	15,000.00	45,000.00
94	GS TEE FLANGED BOTH SIDE DN 32M	1	Pc	10,000.00	10,000.00
95	GATE VALVE FLANGED AVK DN 32 (1	1	Pc	60,000.00	60,000.00
96	GASKET 40MM	3	Pc	4,000.00	12,000.00
97	AIR VALVE 40MM GS	1	Pc	135,000.00	135,000.00
98	HDPE TEE COUPLING 50X50X50MM	1	Pc	20,000.00	20,000.00
99	GS Nipple 1.5"	2	Pc	10,000.00	20,000.00
100	GATE VALVE DN 40 DN 40MM(1.5)	1	Pc	65,000.00	65,000.00
101	AR VALVE 32MM GS	1	Pc	130,000.00	130,000.00
102	HDPE TEE COUPLING 40X40X40MM	1	Pc	20,000.00	20,000.00
103	GS NIPPLE 1.25"	2	Pc	6,000.00	12,000.00
104	GATE VALVE DN 32MM (1.25")	1	Pc	55,000.00	55,000.00
105	Coupling Reducer (50/40)mm PN 1	2	Pc	18,000.00	36,000.00
106	COUPLING REDUCER 40/32MM PN 16	2	Pc	15,000.00	30,000.00
107	COUPLING REDUCER 32/25MM PN 16	2	Pc	8,000.00	16,000.00
108	COUPLING REDUCER 25/25MM PN 16	2	Pc	6,000.00	12,000.00
109	HDPE COUPLING 90MM PN 16	20	Pc	45,000.00	900,000.00
110	HDPE COUPLING 75MM PN 16	21	Pc	38,000.00	798,000.00
111	HDPE TEE POLY 75/32/75 PN 16	7	Pc	35,000.00	245,000.00
112	HDPE TEE POLY 63/25/63 PN 16	2	Pc	25,000.00	50,000.00
113	HDPE TEE POLY 50/25/50 PN 16	3	Pc	18,000.00	54,000.00
114	HDPE TEE POLY 40/25/40 PN 16	2	Pc	15,000.00	30,000.00
115	HTEE POLY 40/32/40	3	Pc	15,000.00	45,000.00
116	PVC Adaptor 90mm	2	Pc	55,000.00	110,000.00
117	VAT 18%			6,122,340.00	6,122,340.00

Tshs. Forty Million One Hundred Thirty Five Thousand Three Hundred Forty Only.

Total TZS 40,135,340.00

Signature..... *[Signature]*
Designation: **Purchasing officer**
Date..... 17/11/2021

Signature..... *[Signature]*
Designation: **Finance Manager**
Date..... 17/11/2021

Signature..... *[Signature]*
Designation: **Managing Director**
Date..... 17/11/2021



SONGEEA URBAN WATER SUPPLY & SANITATION AUTHORITY
 SOUWASA,
 P. O. BOX 363,
 SONGEEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04538

ALLOCATION: Item..... Sub Item..... **LIFAKARA PROJECT**

Vendor	Ship To
MLIMANI HARDWARE AND GENERAL SUPPLIES, P. O. BOX 975, SONGEEA, RUVUMA	SOUWASA, P. O. BOX 363, SONGEEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
01	Cement Portland Grade 42.5	890	Bags	16,000.00	14,240,000.00
02	Reinforcement Bars 12mm	8,284	Kg	2,992.00	24,785,728.00
03	Reinforcement Bars 10mm	400	Kg	2,702.00	1,080,800.00
04	Transport cost	1	Trip	2,000,000.00	2,000,000.00
	VAT 18%			7,219,175.04	7,219,175.04

Tshs. Forty Nine Million Three Hundred Twenty Five Thousand Seven Hundred Three and Four Hundredths

Total TZS 49,325,703.04

Signature..... *[Signature]*
 Designation: Purchasing officer
 Date..... 17/11/2021

Signature..... *[Signature]*
 Designation: Finance Manager
 Date..... 17/11/2021

Signature..... *[Signature]*
 Designation: Managing Director
 Date..... 17/11/2021



SONGEA URBAN WATER SUPPLY & SANITATION AUTHORITY
 SOUWASA,
 P. O. BOX 363,
 SONGEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04537

ALLOCATION: Item.....Sub Item..... **LIFAKARA PROJECT**

Vendor	Ship To
PLM STORE P.O.BOX 780 SONGEA	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
01	Water Proof Cement	12	BGS	100,000.00	1,200,000.00
02	2033 - Wire mesh	45	Pc	18,600.00	837,000.00
03	2005 - Binding wire	23	kg	3,500.00	80,500.00
04	Moya Swellstop 5m	1	Box	675,000.00	675,000.00
05	Gate fence (2500x 2400) mm	3	No	860,000.00	2,580,000.00
06	2216 Ceiling board	20	Pc	18,000.00	360,000.00
07	2194 Fencing wire 2.5mm with 2m	36	Roll	125,000.00	4,500,000.00
08	Barbed wire	48	Roll	80,000.00	3,840,000.00
09	Conduit Pipe (3/4", white)	30	Pc	4,800.00	144,000.00
10	Manhole Cover	2	Pc	86,000.00	172,000.00
11	GS Pipe 32mm PN 20	14	Pc	185,000.00	2,590,000.00
12	Nail Mixed 6', 5', 3' & 2'	95	kg	4,000.00	380,000.00

Tshs. Seventeen Million Three Hundred Fifty Eight Thousand Five Hundred Only.

Total TZS 17,358,500.00

Signature..... *[Signature]*
 Designation: Purchasing officer
 Date..... 17/11/2021

Signature..... *[Signature]*
 Designation: Finance Manager
 Date..... 17/11/2021

Signature..... *[Signature]*
 Designation: Managing Director
 Date..... 17/11/2021



SONGEA URBAN WATER SUPPLY
& SANITATION AUTHORITY

SOUWASA,
P. O. BOX 363,
SONGEA.



Local Purchase Order

Date	Local Purchase Order
17/11/2021	04536

ALLOCATION: Item.....Sub Item..... LIFAKARA PROJECT

Vendor	Ship To
BP WOODS P.O.BOX 791 SONGEA	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

Item ...	Item Description	Qty	U/M	Rate	Amount
01	Fine Sand	4	m ³	145,000.00	580,000.00
02	coarse sand	200	m ³	145,000.00	29,000,000.00
03	Aggregates	180	m ³	120,000.00	21,600,000.00
04	Concrete Blocks Groved	1,000	Pc	5,500.00	5,500,000.00
05	Cement Block (230x460x150)mm	964	Pc	3,000.00	2,892,000.00
06	Timber 1"x8"@4m	60	Pc	16,200.00	972,000.00
07	Mirunda	200	Pc	8,600.00	1,720,000.00
08	Hardcore(Stones)	84	m ³	145,000.00	12,180,000.00
09	Timber 2"x4"@4m	60	Pc	7,500.00	450,000.00
10	Timber (25x200x3600) cm	132	Pc	9,600.00	1,267,200.00

Tshs. Seventy Six Million One Hundred Sixty One Thousand Two Hundred Only.

Total TZS 76,161,200.00

Signature..... *[Signature]*

Designation: Purchasing officer

Date..... 17/11/2021

Signature..... *[Signature]*

Designation: Finance Manager

Date..... 17/11/2021

Signature..... *[Signature]*

Designation: Managing Director

Date..... 17/11/2021



JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA MAJI

MAMLAKA YA MAJI SAFI NA USAFI WA
MAZINGIRA SONGEA



Ndugu

MTAKABA WA UJENZI WA MIRADI YA MAJI (THE LOCAL CONTRACT AGREEMENT).

MKATABA HUU: Umefanyika leo tarehe 17..... mwezi 11..... mwaka **2021**

Mk

BAINA YA

MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA (SOUWASA) WA S.L.P 363 SONGEA (Ambaye katika mkataba huu atajulikana kama mwajiri) kwa upande mmoja.

NA

Ndugu JULIUS MWAANDIWA MWANYERERE wa **S.L.P** 14, SONGEA

Ambaye katika mkataba huu atajulikana kama fundi mjenzi (Craftman -mason/Fundi bomba) kwa upande mwingine.

KWAMBA: Kwa pamoja mwajiri na mwajiriwa watajulikana kama pande mbili za Mkataba huu.

AMBAPO:-

- Mwajiri ni Wakala wa serikali mwenye jukumu la kutekeleza ujenzi wa miradi ya maji na kusimamia utoaji wa huduma bora ya maji ambapo katika mkataba huu unawakilishwa na Mkurugenzi mtendaji wa Mamlaka.
- Mwajiriwa ni mtu binafsi anayefanya shughuli zake binafsi za ujenzi/ufundi bomba
- Mwajiri anakusudia kumuajiri mwajiriwa kwa muda mfupi wa kipindi cha MIEZI MITATU TU.....
- Mwajiriwa anakubali matakwa ya mwajiri na kwa hiyari yake mwenyewe anakubali kuajiriwa kwa muda mfupi kama **fundi ujenzi/Bomba/Mtaro** wa mradi/miradi wa/ya maji katika vijiji vya LIPAKARA.....

MKATABA HUU UNASHUHUDIWA Kwa pande zote mbili kukubaliana kama ifuatavyo:-

1. MADHUMUNI YA MKATABA

Mkataba huu ni kwa ajili ya ujenzi wa mradi/miradi wa/ya maji wa kijiji/vijiji cha/vya... LIFAKARA

ambapo mwajiriwa atapaswa kufanya kazi zifuatazo:-

UJENZI WA TANZI WA KUHIFADHA MAJI LA UJAZO WA SOMA

2. MUDA WA UTEKELEZAJI

Kazi hii itafanyika kwa muda wa siku 90 ambapo itaanza Tarehe 20/11/2021 na itakamilika tarehe 20/02/2022

MALIPO YA UTEKELEZAJI WA MAZI

- a. Mwajiriwa atalipwa jumla ya kiasi cha Tshs... 6,000,000/= (MILIONI SITA TU) kwa ajili ya utekelezaji wa kazi ya ujenzi wa miradi hii.
- b. Malipo kwa mwajiriwa yatafanyika kwa fedha shilingi za kitanzania (Tshs.)
- c. Malipo hayo yatalipwa kwa mwajiriwa kwa fedha taslimu au kwa hundi kupitia benki.
- d. Malipo ya mwajiriwa yatalipwa katika awamu mbili (2) kama ifuatavyo:-
 - i. Malipo ya awamu ya kwanza yatalipwa kiasi cha Tshs..... ambapo yatalipwa baada ya kuanza kazi sawa na asilimia ya kazi yote itakayofanyika.
 - ii. Malipo ya pili na ya mwisho yatakuwa kiasi cha Tshs..... ambayo yatafanyika mara baada ya kumalizika kwa kazi yote ya uchimbaji wa mtaro.
- e. Kabla ya malipo ya mwisho kufanyika mwajiri atafanya ukaguzi wa mwisho ili kujiridhisha na usahihi wa kazi iliyofanyika na mwajiriwa atapaswa kuwasilisha taarifa zote zinazohitajika na kurejesha vifaa vya kazi.

3. HAKI NA WAJIBU WA MWAJIRI

Mwajiri ambaye atawakilishwa na msimamizi wa kazi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kutoa vifaa vyote vya ujenzi (Materials for construction) vinavyohitajika kwa kazi ya ujenzi wa mradi huu.
- ii. Kusimamia na kuthibitisha ubora wa kazi inayofanywa na fundi.
- iii. Kuwasiliana na uongozi wa eneo husika namna ya kuwashirikisha wananchi/Jumuiya ya watumiaji maji katika shughuli za ujenzi wa mradi.
- iv. Endapo kazi itakayo fanywa na mwajiriwa haitafikia viwango vya ubora unaotakiwa mwajiri atachukua hatua stahiki dhidi ya mwajiriwa huyo na msimamizi atamtaarifu fundi kuwa ameshindwa kutimiza masharti na makubaliano.
- v. Kuhakikisha kuwa endapo mwajiriwa atafanya kazi isiyokidhi viwango au isiyoridhisha mwajiriwa huyo atarekebisha au kurudia upya kazi hiyo kwa gharama zake mwenyewe.

4. HAKI NA WAJIBU WA MWAJIRIWA.

Mwajiriwa ambaye ni fundi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kuhakikisha kuwa anatekeleza ujenzi wa kazi zote kama zilivyoelekezwa kwenye sehemu ya 1 (Madhumuni ya mkataba) kulingana na ramani na vipimo vilivilivyotolewa na mwajiri.
- ii. Kuhakikisha kuwa anawajibika kufanya kila jambo ambalo kwa ujumla wake litaleta mafanikio kwenye mradi atakao ujenga.
- iii. Atatekeleza majukumu yake kwa uaminifu, uadilifu, umakini, na weledi mkubwa na endapo atatekeleza kinyume na matakwa haya hatua za kisheria zitachukuliwa dhidi yake.
- iv. Atawajibika kwa msimamizi wa mradi (Project Manager) kwa utendaji wake wa kila siku na atatekeleza maelekezo anayo pewa na kiongozi huyo.
- v. Atawajibika kuhudhuria mikutano ya tathmini ya mradi pamoja na watendaji wengine wa timu yake kila itakapo pangwa.
- vi. Atawajibika kuwasilisha taarifa za utekelezaji wa mradi kila zitakapo hitajika.
- vii. Kuhakikisha malipo ya vibarua na mafundi walioajiriwa kwa mikataba midogo yanalipwa kwa wakati.
- viii. Kufanya usafi eneo lote la ujenzi wa mradi na kuondoa mabaki yote ya vifaa vya ujenzi na kuweka katika eneo litakaloelekezwa na msimamizi wa mradi.

5. HAKI NA WAJIBU WA JUMUIA YA WATUMIAJI MAJI/ WANACHI.

Jumuiya ya watumiaji maji itakuwa na wajibu na majukumu yafuatayo:-

- i. Kushiriki katika kazi ndogo ndogo za kujitolea kwa ajili ya kushirikiana na mafundi.

- ii. Kutekeleza majukumu mengine pale itakapo hitajika kwa maelekezo ya msimamizi wa mradi.
- iii. Kulinda vifaa vya ujenzi, mitambo na mradi wenyewe ili usihujumiwe.

6. UTOAJI WA MIKATABA MIDOGO

Mwajiriwa anaweza kuingia mikataba midogo kiasi kadhaa ya utekelezaji wa kazi na vibarua (Casual labourers) watakao kuwa chini ya usimamizi wake.

7. UCHELEWESHAJI WA UTEKELEZJI WA MRADI.

Endapo kazi haitakamilika katika muda uliopangwa mwajiriwa atalipa faini ya asilimia.....0.2%..... ya malipo ya kazi yote kwa kila siku ya ucheleweshaji isipokuwa kukiwa na sababu ya msingi ya ucheleweshaji wa kazi ulioidhinishwa kwa maandishi na msimamizi wa mradi.

8. DHAMANA YA UHARIBIFU

- i. Mwajiriwa atawajibika kulipa gharama za uharibifu au madhara yoyote yatakayo sababishwa na wafanyakazi wake au vifaa vyake wakati wa utekelezaji wa mradi
- ii. Gharama au madhara hayo yatabainishwa na msimamizi wa mradi kwa maandishi.

9. SHERIA ITAKAYOTUMIKA

Mkataba huu utaongozwa na kusimamiwa na sheria za Tanzania.

10. USULUHISHI WA MGOGORO.

Endapo kutatokea mgogoro wa aina yoyote baina ya mwajiri na mwajiriwa kuhusu utekelezaji wa mradi huu:-

- i. Pande zote mbili zitatatua mgogoro huo kwa njia ya mazungumzo ya amani mbapo makubaliano ya pande hizi mbili yatapelekea mkataba huu kufanyiwa marekebisho na
- ii. Endapo mgogoro huo utashindikana kutatuliwa kwa njia ya mazungumzo ya amani pande zote mbili zinaweza kuchukua hatua stahiki za kisheria kwa mujibu wa sheiria za Tanzania.

11. KUSITISHA MKATABA.

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

hizi mbili

Tarehe
Mwajiri (SOUWASA)

Jina

Sahihi **12. MAREKEBISHO YA MKATABA**

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

Kwa niaba ya
MAKUBALIANO HAYA YAMEFANYIKA: leo

Jina

Tarehe: 17 mwezi 11 mwaka 2021 baina ya pande hizi mbili.

Tarehe
Mwajiri (SOUWASA)

Shahidi

Jina JAFARI YAHAYA

CHARLES KIRIAWE

Sahihi [Signature]

[Signature]

Tarehe 17/11/2021

17/11/2021

Kwa niaba ya Mwajiriwa

Shahidi

Jina JULIAS MWANJIRIWA MUCANYERERE

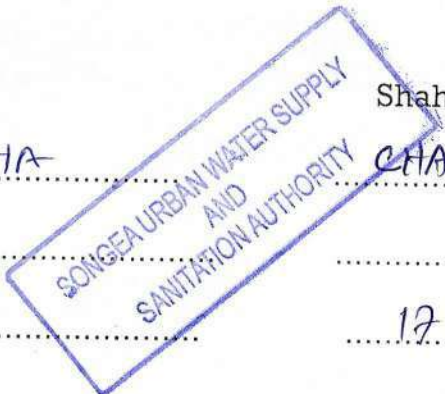
Frank Tembi

Sahihi [Signature]

[Signature]

Tarehe 17/11/2021

17/11/2021



JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA MAJI

MAMLAKA YA MAJI SAFI NA USAFI WA
MAZINGIRA SONGEA



Ndugu

MTAKABA WA UJENZI WA MIRADI YA MAJI (THE LOCAL CONTRACT AGREEMENT).

MKATABA HUU: Umefanyika leo tarehe17..... mwezi.....11..... mwaka 2021

BAINA YA

MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA (SOUWASA) WA S.L.P 363 SONGEA (Ambaye katika mkataba huu atajulikana kama mwajiri) kwa upande mmoja.

NA

Ndugu **ABDALAH S. NGERANGERA** wa **S.L.P** **S.L.P. 14, SONGEA**

Ambaye katika mkataba huu atajulikana kama fundi mjenzi (Craftman -mason/Fundi bomba) kwa upande mwingine.

KWAMBA: Kwa pamoja mwajiri na mwajiriwa watajulikana kama pande mbili za Mkataba huu.

AMBAPO:-

- Mwajiri ni Wakala wa serikali mwenye jukumu la kutekeleza ujenzi wa miradi ya maji na kusimamia utoaji wa huduma bora ya maji ambapo katika mkataba huu unawakilishwa na Mkurugenzi mtendaji wa Mamlaka.
- Mwajiriwa ni mtu binafsi anayefanya shughuli zake binafsi za ujenzi/ufundi bomba
- Mwajiri anakusudia kumuajiri mwajiriwa kwa muda mfupi wa kipindi cha **Siku 120**
- Mwajiriwa anakubali matakwa ya mwajiri na kwa hiyari yake mwenyewe anakubali kuajiriwa kwa muda mfupi kama **fundi ujenzi/Bomba/Mtaro** wa mradi/miradi wa/ya maji katika vijiji vya **LIFAKARA**

3. HAKI NA WAJIBU WA MWAJIRI

Mwajiri ambaye atawakilishwa na msimamizi wa kazi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kutoa vifaa vyote vya ujenzi (Materials for construction) vinavyohitajika kwa kazi ya ujenzi wa mradi huu.
- ii. Kusimamia na kuthibitisha ubora wa kazi inayofanywa na fundi.
- iii. Kuwasiliana na uongozi wa eneo husika namna ya kuwashirikisha wananchi/Jumuiya ya watumiaji maji katika shughuli za ujenzi wa mradi.
- iv. Endapo kazi itakayo fanywa na mwajiriwa haitafikia viwango vya ubora unaotakiwa mwajiri atachukua hatua stahiki dhidi ya mwajiriwa huyo na msimamizi atamtaarifu fundi kuwa ameshindwa kutimiza masharti na makubaliano.
- v. Kuhakikisha kuwa endapo mwajiriwa atafanya kazi isiyokidhi viwango au isiyoridhisha mwajiriwa huyo atarekebisha au kurudia upya kazi hiyo kwa gharama zake mwenyewe.

4. HAKI NA WAJIBU WA MWAJIRIWA.

Mwajiriwa ambaye ni fundi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kuhakikisha kuwa anatekeleza ujenzi wa kazi zote kama zilivyoelekezwa kwenye sehemu ya 1 (Madhumuni ya mkataba) kulingana na ramani na vipimo vilivilivyotolewa na mwajiri.
- ii. Kuhakikisha kuwa anawajibika kufanya kila jambo ambalo kwa ujumla wake litaleta mafanikio kwenye mradi atakao ujenga.
- iii. Atatekeleza majukumu yake kwa uaminifu, uadilifu, umakini, na weledi mkubwa na endapo atatekeleza kinyume na matakwa haya hatua za kisheria zitachukuliwa dhidi yake.
- iv. Atawajibika kwa msimamizi wa mradi (Project Manager) kwa utendaji wake wa kila siku na atatekeleza maelekezo anayo pewa na kiongozi huyo.
- v. Atawajibika kuhudhuria mikutano ya tathmini ya mradi pamoja na watendaji wengine wa timu yake kila itakapo pangwa.
- vi. Atawajibika kuwasilisha taarifa za utekelezaji wa mradi kila zitakapo hitajika.
- vii. Kuhakikisha malipo ya vibarua na mafundi walioajiriwa kwa mikataba midogo yanalipwa kwa wakati.
- viii. Kufanya usafi eneo lote la ujenzi wa mradi na kuondoa mabaki yote ya vifaa vya ujenzi na kuweka katika eneo litakaloelekezwa na msimamizi wa mradi.

5. HAKI NA WAJIBU WA JUMUIA YA WATUMIAJI MAJI/ WANACHI.

Jumuiya ya watumiaji maji itakuwa na wajibu na majukumu yafuatayo:-

- i. Kushiriki katika kazi ndogo ndogo za kujitolea kwa ajili ya kushirikiana na mafundi.

- ii. Kutekeleza majukumu mengine pale itakapo hitajika kwa maelekezo ya msimamizi wa mradi.
- iii. Kulinda vifaa vya ujenzi, mitambo na mradi wenyewe ili usihujumiwe.

6. UTOAJI WA MIKATABA MIDOGO

Mwajiriwa anaweza kuingia mikataba midogo kiasi kadhaa ya utekelezaji wa kazi na vibarua (Casual labourers) watacao kuwa chini ya usimamizi wake.

7. UCHELEWESHAJI WA UTEKELEZJI WA MRADI.

Endapo kazi haitakamilika katika muda uliopangwa mwajiriwa atalipa faini ya asilimia..... **0:5**..... ya malipo ya kazi yote kwa kila siku ya ucheleweshaji isipokuwa kukiwa na sababu ya msingi ya ucheleweshaji wa kazi ulioidhinishwa kwa maandishi na msimamizi wa mradi.

8. DHAMANA YA UHARIBIFU

- i. Mwajiriwa atawajibika kulipa gharama za uharibifu au madhara yoyote yatakayo sababishwa na wafanyakazi wake au vifaa vyake wakati wa utekelezaji wa mradi
- ii. Gharama au madhara hayo yatabainishwa na msimamizi wa mradi kwa maandishi.

9. SHERIA ITAKAYOTUMIKA

Mkataba huu utaongozwa na kusimamiwa na sheria za Tanzania.

10. USULUHISHI WA MGOGORO.

Endapo kutatokea mgogoro wa aina yoyote baina ya mwajiri na mwajiriwa kuhusu utekelezaji wa mradi huu:-

- i. Pande zote mbili zitatatua mgogoro huo kwa njia ya mazungumzo ya amani mbapo makubaliano ya pande hizi mbili yatapelekea mkataba huu kufanyiwa marekebisho na
- ii. Endapo mgogoro huo utashindikana kutatuliwa kwa njia ya mazungumzo ya amani pande zote mbili zinaweza kuchukua hatua stahiki za kisheria kwa mujibu wa sheria za Tanzania.

11. KUSITISHA MKATABA.

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

hizi mbili.

Mwajiri (SOUWASA)

Jina

12. MAREKEBISHO YA MKATABA

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

MAKUBALIANO HAYA YAMEFANYIKA: leo

Jina

Tarehe: 17 mwezi 11 mwaka 2021 baina ya pande hizi mbili.

Mwajiri (SOUWASA)

Jina JAFARI YADDA-IA SHAHIDI CHARLES KIRIALE

Sahihi [Signature] [Signature]

Tarehe 17/11/2021 17/11/2021



Kwa niaba ya Mwajiriwa

Shahidi

Jina ABDULAH S NGERANGERA

Sahihi [Signature]

Tarehe 17/11/2021

Mwajiri

Mwajiriwa

Mwajiri

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Songea Urban Water
Supply and Sanitation

SOUWASA,
P. O. BOX 363,
SONGEA.



Local Purchase Order

Date	Local Purchase Order
26/11/2021	04930

ALLOCATION: Item.....Sub Item..... **LIFAKARA PROJECT**

Vendor	Ship To
NJOMBE FILLING STATION, P.O.BOX 411, NJOMBE.	SOUWASA, P. O. BOX 363, SONGEA. TIN 102 316 118

S/N	Item Description	Qty	U/M	Rate	Amount
01	4001 DIESEL	2,500	l	2,365.00	5,912,500.00
02	4002 PETROL	300	l	2,540.00	762,000.00

Total TZS 6,674,500.00

Tshs. Six Million Six Hundred Seventy Four Thousand Five Hundred Only.

*Delivery Should be At Songea Urban Water Supply & Sanitation Authority.
Delivery Time Is Seven Working Days After The Date Of This LPO*

Signature..... *[Signature]*
Designation: Purchasing officer

Date..... *26/11/2021*

Signature..... *[Signature]*
Designation: Finance Manager

Date..... *26/11/2021*

Signature..... *[Signature]*
Designation: Managing Director

Date..... *26/11/2021*

MAMLAKA YA MAJI SAFI NA USAFI WA
MAZINGIRA SONGEA



MTAKABA WA UJENZI WA MIRADI YA MAJI (THE LOCAL CONTRACT AGREEMENT).

MKATABA HUU: Umefanyika leo tarehe 26 mwezi..... 11 mwaka 2021

BAINA YA

MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA (SOUWASA) WA S.L.P 363 SONGEA (Ambaye katika mkataba huu atajulikana kama mwajiri) kwa upande mmoja.

NA

Ndugu ARDALAH S. NGERANGERA wa S.L.P SONGEA

Ambaye katika mkataba huu atajulikana kama fundi mjenzi (Craftman -mason/Fundi bomba) kwa upande mwingine.

KWAMBA: Kwa pamoja mwajiri na mwajiriwa watajulikana kama pande mbili za Mkataba huu.

AMBAPO:-

- Mwajiri ni Wakala wa serikali mwenye jukumu la kutekeleza ujenzi wa miradi ya maji na kusimamia utoaji wa huduma bora ya maji ambapo katika mkataba huu unawakilishwa na Mkurugenzi mtendaji wa Mamlaka.
- Mwajiriwa ni mtu binafsi anayefanya shughuli zake binafsi za ujenzi/ufundi bomba
- Mwajiri anakusudia kumuajiri mwajiriwa kwa muda mfupi wa kipindi cha MEEZI MIWILI
- Mwajiriwa anakubali matakwa ya mwajiri na kwa hiyari yake mwenyewe anakubali kuajiriwa kwa muda mfupi kama **fundi ujenzi/Bomba/Mtaro** wa mradi/miradi wa/ya maji katika vijiji vya **CHA LIFAKARA**,

MBINHA TC

MKATABA HUU UNASHUHUDIWA Kwa pande zote mbili kukubaliana kama ifuatavyo:-

1. MADHUMUNI YA MKATABA

Mkataba huu ni kwa ajili ya ujenzi wa mradi/miradi wa/ya maji wa kijiji/vijiji cha/vya... LIFAKARA MBINHA TC

ambapo mwajiriwa atapaswa kufanya kazi zifuatazo:-

- 1) Kuamlea schemu ya ujenzi wa vituo (Site clearance)
- 2) Kuchimba misingi ya ujenzi wa vituo vya kuuha ya maji 25, kwa makubaliano ya Tsh 1,500,000/= kwa kituo (Materials na Labour charge)

2. MUDA WA UTEKELEZAJI

Kazi hii itafanyika kwa muda wa siku SITINI (60) ambapo itaanza Tarehe 01/12/2021 na itakamilika tarehe 31/01/2022

MALIPO YA UTEKELEZAJI WA MAZI

- a. Mwajiriwa atalipwa jumla ya kiasi cha Tshs 37,500,000/= Miliioni thelathini na saba na laki fano kwa ajili ya utekelezaji wa kazi ya ujenzi wa miradi hii.
- b. Malipo kwa mwajiriwa yatafanyika kwa fedha shilingi za kitanzania (Tshs.)
- c. Malipo hayo yatalipwa kwa mwajiriwa kwa fedha taslimu au kwa hundi kupitia benki.
- d. Malipo ya mwajiriwa yatalipwa katika awamu mbili (2) kama ifuatavyo:-
 - i. Malipo ya awamu ya kwanza yatalipwa kiasi cha Tshs 18,750,000 ambapo yatalipwa baada ya kuanza kazi sawa na asilimia 50% ya kazi yote itakayofanyika.
 - ii. Malipo ya pili na ya mwisho yatakuwa kiasi cha Tshs 18,750,000 ambayo yatafanyika mara baada ya kumalizika kwa kazi yote ya uchimbaji wa mtaro.
- e. Kabla ya malipo ya mwisho kufanyika mwajiri atafanya ukaguzi wa mwisho ili kujiridhisha na usahihi wa kazi iliyofanyika na mwajiriwa atapaswa kuwasilisha taarifa zote zinazohitajika na kurejesha vifaa vya kazi.

3. HAKI NA WAJIBU WA MWAJIRI

Mwajiri ambaye atawakilishwa na msimamizi wa kazi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kutoa vifaa vyote vya ujenzi (Materials for construction) vinavyohitajika kwa kazi ya ujenzi wa mradi huu.
- ii. Kusimamia na kuthibitisha ubora wa kazi inayofanywa na fundi.
- iii. Kuwasiliana na uongozi wa eneo husika namna ya kuwashirikisha wananchi/Jumuiya ya watumiaji maji katika shughuli za ujenzi wa mradi.
- iv. Endapo kazi itakayo fanywa na mwajiriwa haitafikia viwango vya ubora unaotakiwa mwajiri atachukua hatua stahiki dhidi ya mwajiriwa huyo na msimamizi atamtaarifu fundi kuwa ameshindwa kutimiza masharti na makubaliano.
- v. Kuhakikisha kuwa endapo mwajiriwa atafanya kazi isiyokidhi viwango au isiyoridhisha mwajiriwa huyo atarekebisha au kurudia upya kazi hiyo kwa gharama zake mwenyewe.

4. HAKI NA WAJIBU WA MWAJIRIWA.

Mwajiriwa ambaye ni fundi atakuwa na wajibu na majukumu yafuatayo:-

- i. Kuhakikisha kuwa anatekeleza ujenzi wa kazi zote kama zilivyoelekezwa kwenye sehemu ya 1 (Madhumuni ya mkataba) kulingana na ramani na vipimo vilivilivyotolewa na mwajiri.
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- iv. Atawajibika kwa msimamizi wa mradi (Project Manager) kwa utendaji wake wa kila siku na atatekeleza maelekezo anayo pewa na kiongozi huyo.
- v. Atawajibika kuhudhuria mikutano ya tathmini ya mradi pamoja na watendaji wengine wa timu yake kila itakapo pangwa.
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- vii. Kuhakikisha malipo ya vibarua na mafundi walioajiriwa kwa mikataba midogo yanalipwa kwa wakati.
- viii. Kufanya usafi eneo lote la ujenzi wa mradi na kuondoa mabaki yote ya vifaa vya ujenzi na kuweka katika eneo litakaloelekezwa na msimamizi wa mradi.

5. HAKI NA WAJIBU WA JUMUIA YA WATUMIAJI MAJI/ WANACHI.

Jumuiya ya watumiaji maji itakuwa na wajibu na majukumu yafuatayo:-

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- ii. Kutekeleza majukumu mengine pale itakapo hitajika kwa maelekezo ya msimamizi wa mradi.
- iii. Kulinda vifaa vya ujenzi, mitambo na mradi wenyewe ili usihujumiwe.

6. UTOAJI WA MIKATABA MIDOGO

Mwajiriwa anaweza kuingia mikataba midogo kiasi kadhaa ya utekelezaji wa kazi na vibarua (Casual labourers) watakao kuwa chini ya usimamizi wake.

7. UCHELEWESHAJI WA UTEKELEZJI WA MRADI.

Endapo kazi haitakamilika katika muda uliopangwa mwajiriwa atalipa faini ya asilimia.....^{0.1}..... ya malipo ya kazi yote kwa kila siku ya ucheleweshaji isipokuwa kukiwa na sababu ya msingi ya ucheleweshaji wa kazi ulioidhinishwa kwa maandishi na msimamizi wa mradi.

8. DHAMANA YA UHARIBIFU

- i. Mwajiriwa atawajibika kulipa gharama za uharibifu au madhara yoyote yatakayo sababishwa na wafanyakazi wake au vifaa vyake wakati wa utekelezaji wa mradi
- ii. Gharama au madhara hayo yatabainishwa na msimamizi wa mradi kwa maandishi.

9. SHERIA ITAKAYOTUMIKA

Mkataba huu utaongozwa na kusimamiwa na sheria za Tanzania.

10. USULUHISHI WA MGOGORO.

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- i. Pande zote mbili zitatatua mgogoro huo kwa njia ya mazungumzo ya amani mbapo makubaliano ya pande hizi mbili yatapelekea mkataba huu kufanyiwa marekebisho na
- ii. Endapo mgogoro huo utashindikana kutatuliwa kwa njia ya mazungumzo ya amani pande zote mbili zinaweza kuchukua hatua stahiki za kisheria kwa mujibu wa sheria za Tanzania.

11. KUSITISHA MKATABA.

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

12. MAREKEBISHO YA MKATABA

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

MAKUBALIANO HAYA YAMEFANYIKA: leo

Tarehe: 26 mwezi 11 mwaka 2021 baina ya pande hizi mbili.

Mwajiri (SOUWASA)

Jina: JAFARI YAHYA

Sahihi: [Signature]

Tarehe: 26/11/2021

Kwa niaba ya Mwajiriwa

Jina: ABDALAH S. NYERALLERA

Sahihi: [Signature]

Tarehe: 26/11/2021

MAMLAKA YA MAJISAFI
NA
USAFI WA MAZINGIRA
SONGEA

Shahidi

ABEL M. NYIRANZWA

[Signature]

26/11/2021

Shahidi

FREDRICK MAJURE

[Signature]

26/11/2021