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CONTRACT NO: AE/048/2021-2022/G/27 - SUPPLY OF PIPES FOR WATER  
NETWORK EXTENSION IN TANGA CITY (COVID 19 INTERVENTION  
PROJECT)

Between

TANGA WATER SUPPLY AND SANITATION  
AUTHORITY

And

PIPE INDUSTRIES CO LIMITED  
PO BOX 46259  
DAR ES SALAAM

**Form of Agreement**

THIS AGREEMENT made the 17<sup>th</sup> day of Nov 2021 between Tanga Water Supply and Sanitation Authority of P.O. Box 5011, Tanga, Tanzania (hereinafter called "the Purchaser") of the one part and M/s. Pipe Industries Co Ltd, P.O. Box 46259, Dar es salaam (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Bids for Supply of Pipes for Water Network Extension in Tanga City ( Covid 19 Intervention Project) and has accepted a Bid by the Supplier for the supply of those goods in the sum of Tanzanian Shillings Three Hundred Twenty One Million Eight Hundred Ninty Two Thousand Five Hundred Two And Cents Eighty [Tsh 321,892,502.80] VAT EXclusive. (hereinafter called "the contract price")

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

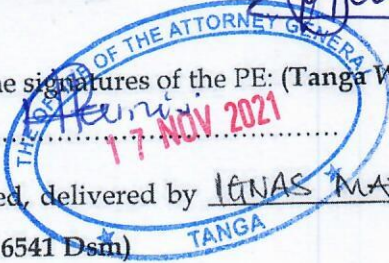
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to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

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

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

MANAGING DIRECTOR  
TANGA URBAN WATER SUPPLY  
AND SANITATION AUTHORITY

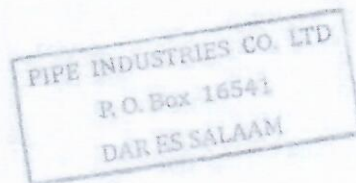
Witness to the signatures of the PE: (Tanga Water Supply and Sanitation Authority)



Signed, sealed, delivered by IGNAS MARTIA the if sealed (Pipe Industries Co Ltd of P.O.Box 16541 Dsm)

Witness to the signatures of the Supplier (Pipe Industries Co Ltd of P.O.Box 16541 Dsm):

..... HUSSEN CHUMA .....



Compliance to Technical Specification

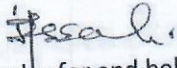


## STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATION

S/N	Descriptions	Unit	COMPLY
1	uPVC pipe OD160mm PN10	pc	COMPLY
2	uPVC pipe OD110mm PN10	pc	COMPLY
3	uPVC pipe OD90mm PN10	pc	COMPLY
4	OD63 PN10 PE Pipe	m	COMPLY

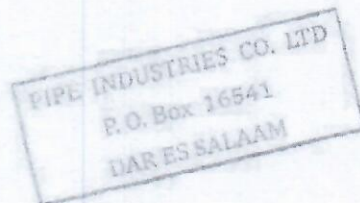
Name Ignas Mafita in capacity of Sales Executive

Signature of tenderer,



Duly authorizd to sigh the tender for and behalf of Pipes Industries Co Ltd

Dated on 16th day of November 2021




Form of Tender

A small, handwritten mark or signature in the bottom right corner of the page, consisting of several overlapping lines.



## Form of Bid

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

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

Having examined the Bidding documents we, the undersigned, offer to supply and deliver *Water Pipes for Extension of Water Supply Network in Tanga City (Covid 19 Internatio* )Projects in conformity with the said Bidding documents for the sum of *Tshs. 379,833,153.30; Three Hundred Seventy Nine Million Eighty Hundred Thirty Three Thousand One Hundred Fifty Three and Thirty Cents Only VAT Inclusive;* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid validity period specified in Clause 17.1 of the Bid Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

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

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

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

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

Schedule of Requirements and Prices





**SCHEDULE OF REQUIREMENTS**

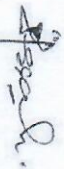
**SUPPLY OF PIPES FOR EXTENSION OF WATER SUPPLY NETWORK IN TANGA CITY (COVID 19 INTERVENTION PROJECT)**

Goods shall be delivered to Tanga UWASA-HEAD OFFICE, Tanga City. Therefore, bidders are required to insert the price which will cover cost of goods, transportation and offloading cost to the mentioned point of destination: -

S/N	Descriptions	Unit	Quantity (TZS)	Rate	Amount (TZS)
1	uPVC pipe OD160mm PN10	pc	340	221,612.00	75,348,080.00
2	uPVC pipe OD110mm PN10	pc	635	103,552.00	65,755,520.00
3	uPVC pipe OD90mm PN10	pc	2112	85,583.00	180,751,296.00
4	OD63 PN10 PE Pipe	m	6	6,267.80	37,606.80
<b>Total Amount (VAT Exclusive)</b>					<b>321,892,502.80</b>
<b>VAT (18%)</b>					<b>57,940,650.50</b>
<b>Total Amount (VAT Inclusive)</b>					<b>379,833,153.30</b>

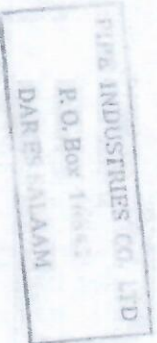
Name **Ignas Mafita** in capacity of Sales Executive

Signature of tenderer,



Duly authorized to sign the tender for and behalf of **Pipes Industries Co Ltd**

Dated on 16th day of **November** 2021




**Schedule of Requirements and Delivery**

<b>Descriptions</b>	<b>Delivery Time</b>
uPVC pipe OD160mm PN10	Three weeks
uPVC pipe OD110mm PN10	Three weeks
uPVC pipe OD90mm PN10	Three weeks
OD63 PN10 PE Pipe	Three weeks



**Letter of Acceptance**



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



In reply please quote :

Ref. No: **E/048/2021-2022/G/ 27**

16/11/2021  
Date:

Pipe Industries Co LTD,  
P.o. Box 46259,  
**Dar es salaam.**

**Re: TENDER NO: AE/048/2021 - 2022/G/27 :SUPPLY OF PIPES FOR WATER NETWORK  
EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

**Sub: Letter of Acceptance**

Please refer the above mentioned tender.

2. This is to notify you that your bid dated 15/11/2021 for execution of the contract No. **AE/048/2021-2022/G/27** : Supply of Pipes for Water Network Extension in Tanga City (Covid 19-Intervention Project) to **Tanzanian shillings Three Hundred Twenty One Million Eight Hundred Ninty Two Thousand Five Hundred Two Cents Eighty [TZS 321,892,502.80 (VAT Exclusive)]** is hereby accepted by the Authority.

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

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

5. Thank you for your cooperation.

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

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

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

Email: info@tangauwasa.go.tz  
Website: www.tangauwasa.go.tz



**Letter of Acknowledgement by Supplier**



# PIPES INDUSTRIES CO. LTD



P.O.Box 16541, 158-164 Vingungui Industrial Area, Tel: +255 22 2842838/ +255 22 2842839, Fax: +255 22 2842840  
Email: sales@picl.co.tz, Website: www.picl.co.tz

**REF: PICL/TANGA-WASA/01/11/2021**

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

**Managing Director,  
Tanga Urban Water Supply and Sewerage Authority,  
P.O.BOX,  
Tanga-Tanzania**

Dear Sir/Madam,

**RE: TENDER NO. AE/048/2021 -2022/G/38 FOR SUPPLY OF PIPES FOR NET  
WORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT.**

**SUB: LETTER OF ACKNOWLEDGEMENT**

Reference is made to the above mentioned heading,

We are writing in reference to your letter dated 16<sup>th</sup> November 2021 with reference number E/048/2021-2022/G/27.

We acknowledge receipt of your letter and we are ready to sign and execute the contract as per contractual obligations.

We are looking forward for your support so that together we can execute this project as planned.

Yours Faithfully,

**PIPES INDUSTRIES CO. LTD**

**IGNAS MAFITA  
Sales Executive**



**Intention Letters**



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



In reply please quote :

Ref. No: **AE/048/2021-2022/G/27**

16.11.2021  
Date:

Managing Director,  
Plasco Limited  
P.O. Box 199656  
DAR ES SALAAM.

Re: **BID NO. AE/048/2021 – 2022/G/27-FOR SUPPLY OF PIPES FOR WATER NETWORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

**Sub: Intention of Contract Award.**

Reference is made to the above captioned subject.

2. This is to inform you that, Tanga-UWASA, pursuant to Section 60 (3) of Public Procurement Act (PPA) No. 07 of 2011 as amended by Section 18 (a) of the Public Procurement (Amendment) Act, 2016, do hereby issue this Notice of Intention to Award the contract NO. AE/048/2021 – 2022/G/27-Supply of Pipes for Water Network Extension in Tanga City (Covid-19 Intervention Project)

Lot No	Name of Bidder	Bid Price (Tshs)	VAT 18%
1	Ms Pipe Industries Co Limited of PO BOX 46259 Dar es Salaam	321,892,502.80	Exclusive

3. TANGA - UWASA Tender Board at its meeting held on 16<sup>th</sup> November 2021 bid disqualified your bid opened on 16.11.2021 because of higher prices .
4. Thank you for your interest and participation on the above-mentioned tender.

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

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

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

Email: info@tangauwasa.go.tz  
Website: www.tangauwasa.go.tz



All Correspondences should be addressed to the Managing Director





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



In reply please quote :

Ref. No: **AE/048/2021-2022/G/27**

**16.11.2021**  
Date:

Managing Director,  
Simba Pipe Industries Limited  
P.O. Box 146259  
**DAR ES SALAAM.**

**Re: BID NO. AE/048/2021 – 2022/G/27-FOR SUPPLY OF PIPES FOR WATER NETWORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

**Sub: Intention of Contract Award.**

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1	Ms Pipe Industries Co Limited of PO BOX 46259 Dar es Salaam	321,892,502.80	Exclusive

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

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21103 Tanga,  
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Website: [www.tangauwasa.go.tz](http://www.tangauwasa.go.tz)



All Correspondences should be addressed to the Managing Director

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

### **General Conditions of Contract**



## General Conditions of Contract

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



			severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE
		3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.4	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
		3.5	The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 - Government Notice No. 446 and Public Procurement (amendment) Regulations 2016, Government Notes. No.333 except as provided hereinafter.
		3.6 .	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract. Foreign firms shall be required to submit confirmation of eligibility from Tanzania statutory body at the time of submission
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:  a) Are associated or have been associated in the past,

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

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

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

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



**Special Conditions of Contract**



### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		<b>Definitions (GCC 1)</b>
1.	1.1	The Purchaser is: <b>Tanga Water Supply and Sanitation Authority (Tanga-UWASA)</b>
2.	1.1(j)	The Supplier is: <b>Pipe Industries Co Ltd, P.O.Box 46259 Dar es salaam</b>
3.	1.1(q)	The Project is: <b>Supply of Pipes for Water Network Extension in Tanga City (Covid 19 Intervention Project)</b>
		Contract Duration: <b>from 20/11/2021 to 11/12/2021</b>
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: <b>English</b>
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: <b>Laws of the Laws of Tanzania</b>
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is <b>Tanzania</b>
		<b>Performance Security (GCC 10)</b>
7.	10.1	The amount of performance security, as a percentage of the Contract Price shall be: <b>Fifteen percent (15%) of the contract price.</b>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to the maximum of two percent (2%) of the contract price to cover the supplier's warranty obligations in accordance with Clause GCC 18.2.
		<b>Inspections and Tests (GCC 11)</b>
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:



		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
	<b>Packing (GCC 12)</b>	
10.	12.2	The following SCC shall supplement GCC 12.2:  The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	<b>Delivery and Documents (GCC 13)</b>	
11.	13.1	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul> <p>The above documents shall be received by the PE at least one week</p>

		before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
12.	13.3	<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		<b>Insurance (GCC 14)</b>
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
		<b>Incidental Services (GCC 16)</b>
14.	16.1	Incidental services to be provided are: Loading, Transportation and Offloading
		<b>Spare Parts (GCC 17)</b>
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>

Warranty (GCC 18)		
16.	18.2	<p>GCC 17.2— In partial modification of the provisions, the warranty period shall be <b>4,320</b> hours of operation or <b>SIX (6) months</b> from date of acceptance of the Goods or <b>8 months</b> from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p><b>or</b></p> <p>(b) Pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: one (01) Month
Payment (GCC 19)		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad: Not Applicable</b></p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) <b>Advance Payment: Not Applicable</b></p> <p>(ii) <b>On Shipment:</b> ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.</p> <p>(iii) <b>On Acceptance:</b> 100 percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p>

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

		with the rules and regulation published by <b>Tanzania Institute of Arbitrators.</b>
24.	33.1	Appointing Authority for the Adjudicator is <b>Tanzania Institute of Arbitrators</b>
	<b>Notices (GCC 35)</b>	
26.	35.1	<p>Procuring Entity's address for notice purposes:  <b>Managing Director;</b>  <b>Tanga Urban Water Supply and Sanitation Authority,</b>  <b>Street 3/Swahili, P.O.Box 5011 Tanga, Tanzania,</b>  <b>Phone number 027-2644626/7 Fax 027-2647045</b></p> <p>– Supplier's address for notice purposes:  <b>Pipe Industries Co Limited;</b>  <b>P.O.Box 46259,</b>  <b>Dar es salaam</b></p>

*Handwritten signature or initials*

**Employer's Notification of Award.**





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



In reply please quote :

Ref. No: **E/048/2021-2022/G/ 27**

Date: **16/11/2021**

Pipe Industries Co LTD,  
P.o. Box 46259,  
**Dar es salaam.**

Re: **TENDER NO: AE/048/2021 - 2022/G/27 :SUPPLY OF PIPES FOR WATER NETWORK  
EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

Sub: **Letter of Acceptance**

Please refer the above mentioned tender.

2. This is to notify you that your bid dated 15/11/2021 for execution of the contract No. **AE/048/2021-2022/G/27** : Supply of Pipes for Water Network Extension in Tanga City (Covid 19-Intervention Project) to **Tanzanian shillings Three Hundred Twenty One Million Eight Hundred Ninty Two Thousand Five Hundred Two Cents Eighty [TZS 321,892,502.80 (VAT Exclusive)]** is hereby accepted by the Authority.
3. Contract is being prepared and you are required to sign with the Managing Director after completion of vetting process. Currently, you are advised to submit the performance security in form mentioned in clause 6.1 of General Condition of Contract of the Tender document. The submission of performance security shall be made within 14 days from the date of this letter.
4. Kindly acknowledge receipt of this letter before 17<sup>th</sup> November 2021 at 11:00 Local hours
5. Thank you for your cooperation.

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

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

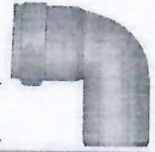
Tel: +255 27 264426/7  
+255 27 2647045  
Toll-Free : 0800 110 111

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





# PIPES INDUSTRIES CO. LTD



P.O.Box 16541, 158-164 Vingunguti Industrial Area, Tel: +255 22 2842838/ +255 22 2842839, Fax: +255 22 2842840  
Email: sales@piel.co.tz, Website: www.piel.co.tz

**REF: PICL/TANGA-WASA/01/11/2021**

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

**Managing Director,  
Tanga Urban Water Supply and Sewerage Authority,  
P.O.BOX,  
Tanga-Tanzania**

*Dear Sir/Madam,*

**RE: TENDER NO. AE/048/2021 -2022/G/38 FOR SUPPLY OF PIPES FOR NET  
WORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT.**

**SUB: LETTER OF ACKNOWLEDGEMENT**

*Reference is made to the above mentioned heading,*

*We are writing in reference to your letter dated 16<sup>th</sup> November 2021 with reference number E/048/2021-2022/G/27.*

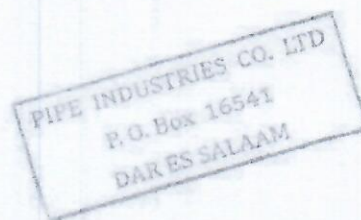
*We acknowledge receipt of your letter and we are ready to sign and execute the contract as per contractual obligations.*

*We are looking forward for your support so that together we can execute this project as planned.*

*Yours Faithfully,*

**PIPES INDUSTRIES CO. LTD**

**IGNAS MAFITA  
Sales Executive**



**Power of Attorney.**

# STANDARD POWER OF ATTORNEY

## TO WHOM IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 12<sup>th</sup> November, 2021, WE the undersigned *Pipes Industries Co. Ltd* of 158-164 *Vingunguti Industrial Area, P.O.Box 16541, Dar es Salaam, Tanzania*, by virtue of authority conferred to us by the Board Resolution No *PIL/TANGA-UWASA/BR/01/11/2021* of 12<sup>th</sup> day of *November, 2021*, do here by ordain nominate and appoint *IGNAS MAFITA and BONAVENTURA NGALAWA* of 158-164 *Vingunguti Industrial Area, P.O.Box 16541, Dar es Salaam, Tanzania* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *AE/048/2022-2022/G/27* that is to say;

To act for the company and do any other thing or things incidental for *Tender NO: AE/048/2021-2022/G/27 for Supply of Pipes for Extension of water Supply Network in Tanga City (Covid 19 Intervention Project)*.

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

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

SEALED with the common seal of the said *Pipes Industries Co. Ltd* and delivered in the presence of us this 12<sup>th</sup> day of *November, 2021*.

IN WITNESS whereof we have signed this deed on this 12<sup>th</sup> day of *November, 2021* at *Dar es Salaam* for and on behalf of *Pipes Industries Co. Ltd*

SEALED and DELIVERED by *NASSOR A. SEIF (DIRECTOR)*

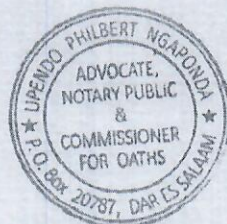
Common Seal of *PIPES INDUSTRIES CO LTD*

This 12<sup>th</sup> *November, 2021*

BEFORE ME:



.....  
COMMISSIONER FOR OATHS



  
.....  
DONOR

