

RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY

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RUANGWA.

CONTRACT

BETWEEN

**RUANGWA URBAN WATER SUPPLY AND SANITATION
AUTHORITY**

AND

NAJJA HARDWARE

FOR

**SUPPLY OF FITTINGS AND PLASTIC WATER METER FOR
RUANGWA URBAN WATER SUPPLY AND SANITATION
AUTHORITY**

Lot number 2 &3: Supply of Fittings and Plastic Water Meter

CONTRACT NO: AE/080/MNWS/ZN/R/2021-2022/G/16

NOVEMBER, 2021

Contract Agreement

THIS CONTRACT is made the 1/12 day of 2021 between the Manager of Ruangwa Urban Water Supply And Sanitation Authority. of P. O. Box 51 Ruangwa,

Tanzania (hereinafter called "the Purchaser") and Najja Hardware of P.O.BOX 6398 Dar es Salaam. (Hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., for Lot 2 and 3 Supply of Fittings and Plastic Water Meter at Ruangwa Urban Water Supply And Sanitation Authority Under (MANAWASA). (TENDER NO. AE/080/MNWS/ZN/R/2021-2022/G/16) and has accepted a Bid by the Supplier for the supply of those Goods in the sum of TZS 104,105,500 (one hundred and four million one hundred thousand five thousand five hundred shilling only) VAT Inclusive.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) The Supplier's Bid-appendix I
 - (e) Price Schedules- appendix II
 - (f) Schedule of Requirements -appendix III
 - (g) Technical Specifications -appendix IV
 - (h) The letter of Acceptance -appendix V

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of United Republic of Tanzania on the day, month and year indicated above.

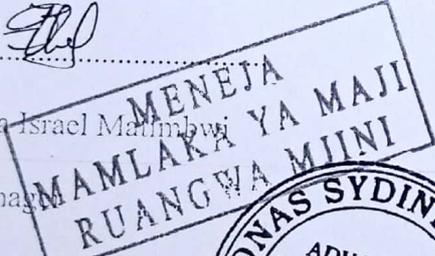
For and on behalf of the Purchaser

For and on behalf of Ruangwa Urban Water Supply And Sanitation Authority

Signed..... *[Signature]*

Name: Yohana Israel Matimbwi

Title: The Manager



In the presence of:

Signature..... *[Signature]*

Name..... *[Signature]*

Title..... *Advocate*



For and on behalf of the Najja Hardware of P.O. BOX 6398 Dar es Salaam

Signed..... *[Signature]*

Name..... *DASHIA M. MBESU*

Title..... *DIRECTOR*



In the presence of:

Signature..... *[Signature]*

Name..... *Faith M. Lukanda*

Name..... *Marketing Officer*

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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 fulfilment 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 to 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 Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and 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) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause
- n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) "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.

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.
3.	Governing Language	3.1	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 3.1, the version of the Contract written in the specified language shall govern its interpretation.
4.	Applicable Law	4.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
5.	Country of Origin	5.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
6.	Standards	6.1	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.

7. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania
- 7.1 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.
- 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 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.
- 7.4 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.
8. 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.
- 8.2 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.
9. Performance Security
- 9.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

9.2 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.

9.3 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, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or

b) A cashier's or certified check.

9.4 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. Inspections and Test

10.1 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, in a timely manner, of the identity of any representatives retained for these purposes.

10.2 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.

10.3 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.

10.4 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.

10.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

11. Packing

11.1 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.

11.2 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.

12. Delivery and Documents

12.1 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.

12.2 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.

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

13. Insurance

13.1 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.

14. Transportation
- 14.1 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.
- 14.2 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.
- 14.3 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.
15. Incidental Services
- 15.1 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.

15.2 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.

16. Spare Parts

16.1 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.

17. Warranty

17.1 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.

17.2 This warranty shall remain valid for a period specified in the SCC 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 a period specified in the SCC 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.

- 19.2 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 Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.
20. Change Orders
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in 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.
- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 20.3 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.
21. Contract Amendments
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22. Assignment
- 22.1 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.

23. Subcontracts 23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 23.2 Subcontracts must comply with the provision of GCC Clause 5.
24. Delays in the Supplier's Performance 24.1 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.
- 24.2 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 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.
- 24.3 Except as provided under GCC Clause 27, 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 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.
25. Liquidated Damages 25.1 Subject to GCC Clause 27, 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 26.
26. Termination for Default 26.1 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.

26.2 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 24; 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 or fraudulent practices in competing for or in exacting the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after Bid submission)

- 26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, 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.
27. Force Majeure
- 27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, 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. 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.
- 27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.
28. Termination for Insolvency
- 28.1 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.
29. Termination for Convenience
- 29.1 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.
- 29.2 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.

- 30. Disputes
 - 30.1 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.
 - 30.2 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.
 - 30.3 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.
- 31. Procedure for Disputes
 - 31.1 The Adjudicator shall stated in the SCC give a decision in writing within 28 days of receipt of a notification of a dispute.
 - 31.2 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.
 - 31.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 32. Replacement of Adjudicator
 - 32.1 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.
- 33. Limitation of Liability
 - 33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

- 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..

34. Notices

34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. The term "in writing" means communicated in written form with proof of receipt.

34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35. Taxes and Duties

35.1 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.

35.2 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.

35.3 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: Ruangwa Urban Water Supply And Sanitation Authority P.O.BOX 51 Ruangwa.
2.	1.1(j)	The Supplier is: M/S Najja Hardware of P.O.BOX 6398 Dar es Salaam
3.	1.1(k)	The Project site/final destination is Supply Fittings and Plastic Water Meter for Ruangwa Urban Water Supply And Sanitation Authority. Project (Lot 2 & 3 - Supply of Fittings & Plastic Water Meter)
Governing Language (GCC Clause 3)		
4.	3.1	The Governing Language shall be: English language
Applicable Law (GCC Clause 4)		
5.	4.1	The Applicable Law shall be: Laws of the United Republic of Tanzania
Country of Origin (GCC Clause 5)		
6.	5.1	Country of Origin: Turkey & China
Performance Security (GCC Clause 9)		
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: 10% of the Contract Price

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	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>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. After delivery, the goods shall be inspected to reveal whether they comply to specifications and intended purpose.</p>
Packing (GCC Clause 11)		
10.	11.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>
Delivery and Documents (GCC Clause 12)		
11.	12.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Entity 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 Procuring Entity, 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

		<p>identifying contents of each package;</p> <p>(iv.) Insurance certificate;</p> <p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(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> <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> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturers or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(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> <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>

		Payment (GCC Clause 18)
18.	18.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding documents or another form acceptable to the Procuring Entity. (ii) On Shipment: (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (iii) On Acceptance: (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. <p>Payment of local currency portion shall be made in Tanzania shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<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> <ul style="list-style-type: none"> (i) Advance Payment: (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract

		<p>against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: The remaining (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
19.	18.3	<p>Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be</p> <p>The bank of Tanzania selling rate + 1% for payments in Tanzania shillings</p> <p>LIBOR + 2% for payments in foreign currency</p>
Prices (GCC Clause 19)		
20.	19.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.
Liquidated Damages (GCC Clause 25)		
21.	25.1	<p>Applicable rate: 0.1 per cent per day of undelivered materials/good's value.</p> <p>Maximum deduction: is equal to the performance security.</p>
Procedure for Disputes (GCC Clause 31)		
22.	31.1	The Adjudicator shall be: "Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, which cannot be settled amicably shall be settled by Arbitrator in accordance with the Arbitration Act, Cap 15 R.E 2002 of the Laws of Tanzania and the Arbitral proceedings shall be conducted in Dar es Salaam."

23.	31.2	Rate of the Adjudicator fees shall be: To be fixed by both parties after appointment.
24.	31.3	Arbitration institution shall be: : High Courts of The United Republic of Tanzania Commercial Division Place for carrying out Arbitration: Commercial Court Premises.
25..	32.1	Appointing Authority for the Adjudicator : PAA
Notices (GCC Clause 34)		
26.	34.1	Procuring Entity's address for notice purposes: The Manager, Ruangwa Urban Water Supply And Sanitation Authority P.O.BOX 51 Ruwangwa. Telephone: +255 754312426 — Supplier's address for notice purposes: To be filled after the procurement process

NH NAJJA HARDWARE

Instrument of Submissible Motor, Surface Pump and Pipeline

P.O.Box6398 Kiungani/SomaliKipande-GerezaniArea

Mob: 0655-994141/0767-994141/0712-050794/0787-969696/0769-801675

Tell: +255 22 2183320 . DAR-ES-SALAAM, TANZANIA

Email: najahardware@yahoo.com, najjahardware@gmail.com

TIN: 107-470-085

VRN: 40-009452

Item No.	Supplies or Related Services	Country of origin	Percent of Tanzania origin ⁱⁱⁱ	Estimated Quantity (No. of units)	Unit price ^{iv}	Import Duties, Sales and other taxes per unit ²	Total Price
	<i>Supply of PVC collar pipes</i>						
17	DN 90mm, PN 10	CHINA	NIL	2	35,000.00		70,000.00
	<i>Supply of PVC pipes reducers</i>						
18	DN 160mm, PN 10	CHINA	NIL	4	120,000.00	NIL	480,000.00
19	DN 110mm, PN 10	CHINA	NIL	5	90,000.00	NIL	450,000.00
20	DN 90mm, PN 10	CHINA	NIL	5	50,000.00	NIL	250,000.00
	<i>Supply of Tee Flanged</i>						
22	DN160mm x DN160mm PN10	CHINA	NIL	2	230,000.00	NIL	460,000.00
23	DN160mm x DN100mm PN10	CHINA	NIL	2	180,000.00	NIL	360,000.00
24	DN160mm x DN90mm PN10	CHINA	NIL	4	180,000.00	NIL	360,000.00
25	DN110mm x DN90mm PN10	CHINA	NIL	4	120,000.00	NIL	480,000.00
26	DN110mm x DN110mm PN10	CHINA	NIL	4	120,000.00	NIL	480,000.00
27	DN110mm x DN63mm PN10	CHINA	NIL	4	120,000.00	NIL	480,000.00
	<i>Supply of Male connectors</i>						
28	DN63mm PN10	CHINA	NIL	4	15,000.00	NIL	300,000.00
29	DN50mm PN10	CHINA	NIL	20	10,000.00	NIL	100,000.00
	<i>Supply of straight connectors</i>						
30	DN63mm PN10	CHINA	NIL	10	20,000.00	NIL	300,000.00
31	DN50mm PN10	CHINA	NIL	15	15,000.00	NIL	150,000.00
	<i>Supply of plain sockets</i>						
32	DN63mm PN10	CHINA	NIL	10	9,000.00	NIL	135,000.00

AJJA - MANAWASA 2021-2022

NH NAJJA HARDWARE

Instrument of Submissible Motor, Surface Pump and Pipeline

P.O.Box 6398, Kiungani/Somali Kipande-Gerezani Area

Mob: 0655-994141/0767-994141/0712-050794/0787-969696/0769-801675

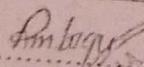
Tell: +255 22 2183320 . DAR-ES-SALAAM. TANZANIA

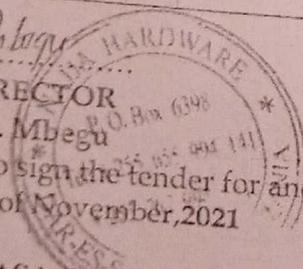
Email: najjahardware@yahoo.com, najjahardware@gmail.com

TIN: 107-470-085

VRN: 40-009452

Item No.	Supplies or Related Services	Country of origin	Percent of Tanzania origin	Estimated Quantity (No. of units)	Unit price	Import Duties, Sales and other taxes per unit	Total Price
33	DN50mm PN10 Supply of Plugy GS	CHINA	NIL	10	5,000.00	NIL	50,000.00
34	DN63mm PN10	CHINA	NIL	5	9,000.00	NIL	45,000.00
35	DN50mm PN10 Supply of flanges GS	CHINA	NIL	5	5,000.00	NIL	25,000.00
36	DN90mm PN10	CHINA	NIL	5	35,000.00	NIL	175,000.00
37	DN63mm PN10 Supply of gasket rubber sheet 4mm x 12m (60kgs)	CHINA	NIL	5	25,000.00	NIL	125,000.00
40	Gaskets rubber sheet	CHINA	NIL	1	60,000.00	NIL	60,000.00
41	Supply of bolt & nuts and fussion machine 22mm x 102mm long	CHINA	NIL	200	1,500.00	NIL	300,000.00
42	16mm x 102mm long	CHINA	NIL	200	1,500.00	NIL	300,000.00
43	Supply of fussion machine complete set with its accessories	CHINA	NIL	1	17,000,000.00	NIL	17,000,000.00
44	Thread Seal tape	CHINA	NIL	1	100,000.00	NIL	100,000.00
	SUB-TOTAL						51,965,000.00
	VAT 18%						9,353,700.00
	GRAND TOTAL						61,318,700.00

Signed: 
 Capacity of; DIRECTOR
 Name: Rashidi M. Mbegu
 Fully authorized to sign the tender for and on behalf of NAJJA HARDWARE
 Dated on 26th day of November, 2021
 Corporate Seal
 NAJJA - MANAWASA 2021-2022



MASASI - NACHINGWEA WATER SUPPLY AND SANITATION
AUTHORITY

PHONE: 0232 510279
FAX: 0232 510279
MASASI
EMAIL: info.manawasa@gmail.com
Please reply;



MANAWASA

P.O. BOX. 133

Masasi-Nachingwea Water Supply and Sanitation Authority

Ref; No; RNG/UWASA/AB/O9

Date: 28/11/2021

Managing Director,
Najja Hardware,
Box 6398,
DAR ES SALAAM.

RE: LETTER OF ACCEPTANCE

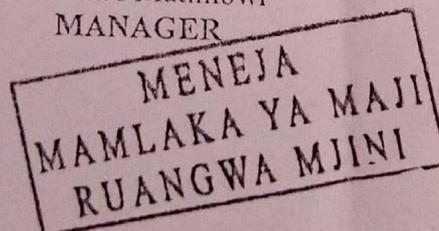
This is to notify you that your Bid dated 26th November, 2021 for execution of the Contract No.AE/080/MNWS/2019-2020/G/16 for Lot 2 - Supply of Fittings at Ruangwa Urban Water Supply And Sanitation Authority for the Contract Price of the equivalent of TZS 104,105,500.00 (One Hundred and four million One hundred thousand five thousand five hundred shillings only) VAT ⁷⁴⁴Exclusive as corrected and modified in accordance with the instructions to bidders is hereby accepted.

You are requested to furnish the Performance Bond ended 30th November 2021 pursuant to clauses 7 and 9 of the special and general conditions of the Contract respectively. The performance bond shall be of Tanzania Shillings 10,000,000.00 (Ten Million Only, 10% of Contract Price) in the form of the Bank Guarantee.

I would very much appreciate if you will reply to this letter as soon as possible to confirm the acceptance.

Thanking you in advance for your cooperation.

Yohana I Matimbwi
MANAGER



Copies:-

1. The Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O.Box 2865,
Dodoma.
2. Controller and Auditor General,
National Audit Office
P.O.Box 950
Dodoma.
3. The Attorney General,
P.O.Box 9050,
Dar es Salaam
4. Tanzania Revenue Authority,
P.O. Box 11491,
Dar es Salaam.
5. The Internal Auditor General,
Ministry of Finance,
P.O. Box 2802,
Dodoma.
6. The Government Asset Management Division,
Ministry of Finance,
P.O. Box 2802,
Dodoma

NH NAJJA HARDWARE

Instrument of submissble Motor, Surface Pump and Pipeline

P.O.Box6398,Kiungani/SomaliKipande-GerezaniArea

Mob: 0655-994141/0767-994141/0712-050794/0787-969696/0769-801675

Tell: +255 22 2183320. DAR-ES-SALAAM.TANZANIA

Email:najahardware@;ahoo.com,najjahardware@gmail.com

Date: 29th/11/2021

Ref: No. NH/RUANGWA/160/2021

MANAGING DIRECTOR,

RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY,

P.O.BOX 51,

RUANGWA,

TANZANIA.

RE : ACCEPTANCE OF AWARDED TENDER NO. AE/080/MNWS/2021-2022/ G/16 LOT 2 FOR SUPPLY OF FITTINGS AT RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY.

Refer to the above heading,

Najja Hardware supplier of pipes and fittings, I hereby accepting the awarded tender given by your good office as per your letter with refference no. RNG/UWASA/AB/09 at the price of Tanzania Shillings (TZS **104,105,500.00**) One hundred four million one hundred five thousand five hundred olny (VAT INCLUSIVE).

The fittings will be delivered to the specified areas within the reasonable time from the date of signing the contract.

Yours sincerely

NAJJA HARDWARE

Rashidi M. Mbegu

Rashidi M. Mbegu P. O. Box 6398

MANAGING DIRECTOR 0655 994 141



NH NAJJA HARDWARE

Instrument of Submissible Motor ,Surface Pump and Pipeline

P.O.Box6398,Kiungu/SomaliKipande-GerezaniArea

Mob: 0655-994141/0767-994141/0712-050794/0787-969696/0769-801675

Tell:+255 22 2183520 . DAR-ES-SALAAM.TANZANIA

Email: najahardware@yahoo.com, najjahardware@gmail.com

TIN: 107-470-085

V.RN: 40-009452

EVIDENCE TO PROVIDE ELECTRONIC FISCAL DEVICE (EFD) RECEIPT

26th.11 .2021

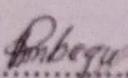
Ref:NH/MANAWASA/0451/2021
MANAGING DIRECTOR,
MASASI,
P.O BOX 133,
MASASI.

Dear sir/Maddame,

RE: EVIDENCE TO PROVIDE ELECTRONIC FISCAL DEVICE (EFD) RECEIPT

Reference is made to the above heading.

Please find the attached evidence of an **Electronic fiscal Device (EFD)** receipt as a proof of any payment made by your office.


RASHID M. MBEGU
DIRECTOR


FAUDHIA M. LUKANDA
MARKETING OFFICER

NAJJA HARDWARE

INVOICE

Dar es Salaam, Klungani/SomaliKipande-GerezaniArea
 P.O.Box 6398 Dar es Salaam
 Phone:0655-694141/0767-994141/0712-050794/0767-969696/0769-801675
 Tel : +255 22 2183320
 TIN: 107-470-085 VRN:40-009452-F
 Email: najjhardware@yahoo.com, najjhardware@gmail.com

Date: 02/12/2020
 P/INVOICE No: 201202/

Bill To:
 MASASI NACHINGWEA WATER SUPPLY AND SANITATION AUTHORITY
 P.O.Box 133,MASASI
 TANZANIA
 CONTRACT NO AE/O80/MNWS/2021-22/G/16

Item No.	Description	Qty	UOM	Unit Price	Total(Tshs)
	<i>Supply of Air valves</i>				
1	DN 160mm,PN 10	2			
2	DN 110mm,PN 10	5		650,000	1,300,000
3	DN 90mm,PN 10	4		350,000	1,750,000
	<i>Supply of sluice/gatevalves</i>				
				180,000	720,000
4	DN 160mm,PN 10	5			
5	DN 110mm,PN 10	10		550,000.00	2,750,000
6	DN 90mm,PN 10	15		350,000.00	3,500,000
7	DN 63mm,PN 10	15		180,000.00	2,700,000
8	DN 50mm,PN 10	10		90,000.00	1,350,000
	<i>Supply of PVC adaptor flanges</i>				
9	DN 160mm,PN 10	30		50,000.00	500,000
10	DN 110mm,PN 10	40		200,000.00	6,000,000
11	DN 90mm,PN 10	25		150,000.00	6,000,000
	<i>Supply of PVC bends</i>				
12	DN 160mm,PN 10	2		60,000.00	1,500,000
13	DN 110mm,PN 10	4			-
14	DN 90mm,PN 10	4		90,000.00	180,000
	<i>Supply of PVC collar pipes</i>				
15	DN 160mm,PN 10	4		60,000.00	240,000
16	DN 110mm,PN 10	2		45,000.00	180,000
17	DN 90mm,PN 10	2		35,000.00	70,000
	<i>Supply of PVC pipes reducers</i>				
18	DN 160mm,PN 10	4			-
19	DN 110mm,PN 10	5		120,000.00	480,000
20	DN 90mm,PN 10	5		90,000.00	450,000
	<i>Supply of Tee Flanged</i>				
22	DN160mm x DN160mm PN10	5		50,000.00	250,000
23	DN160mm x DN100mm PN10	2			-
24	DN160mm x DN90mm PN10	2		230,000.00	460,000
25	DN110mm x DN110mm PN10	2		180,000.00	360,000
		4		120,000.00	480,000

