



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION
AGENCY (RUWASA)



Local Purchase Order for Procurement of Goods

SUPPLY OF SUPPLY OF BUILDING MATERIALS (SAND AND
AGGREGATES) FOR MWAMAGILI WATER PROJECT IN
MISUNGWI DISTRICT-MWANZA REGION

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)
(THE PURCHASER)

AND

MUMANGI TRANS AND CONSTRUCTION CO LTD
(THE SUPPLIER)

DECEMBER, 2021

To: MUMANGI TRANS AND CONSTRUCTION CO LTD
P.O.BOX 8192 MWANZA.

Your quotation dated 19th February, 2021 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
 - (a) Local Purchase Order (LPO);
 - (b) Special Conditions of Contract for LPO;
 - (c) General Conditions of Contract for LPO;
 - (d) Letter of Acceptance;
 - (e) Technical Specifications, Schedule of requirements and Prices;
 - (f) Quotation Submission Form;
 - (g) Notification of Award of Tender;
 - (h) Anti-bribery Memorandum and Anti-bribery Form; and
 - (i) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney;
 - (iii.) Manufacturers Authorization Form.
2. **Contract Sum:** The Contract Sum shall be Tanzanian Shillings 17,727,142.04 (Seventeen Millions Seven Hundred Twenty Seven Thousands One Hundred and Forty Two Only) VAT Exclusive as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).
3. **Commencement of the LPO:** This LPO shall commence immediately after signing and receive a VAT exemption certificate from the Authority.
4. **Delivery Period:** The goods shall be delivered within fourteen (14) working days from the date of signing this LPO and receive a VAT exemption certificate from the Authority.

5. **Delivery point:** The goods shall be delivered at Mwamagili Village in Misungwi District.

6. **Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

7. **Payment to Supplier:**

(a) Payments shall be made within thirty (30) days upon completion of satisfactory performance of the contract; and

(b) The following documentation must be supplied for payments to be made:

(i) An original and two copies of an Invoice;

(ii) A delivery note evidencing dispatch of the goods;

(iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order]; and

(iv) Electronic Fiscal Device (EFD) receipt.

8. **Payment Modality:**

(a) On delivery and acceptance: 100 % 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 Purchaser.

9. **Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:

(a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;

(b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within seven (7) days; and

(c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

10. **Contact Person:**

Any notices, enquirers and documentation shall be addressed to:

REGIONA MANAGER,

Rural Water Supply and Sanitation Agency (RUWASA),

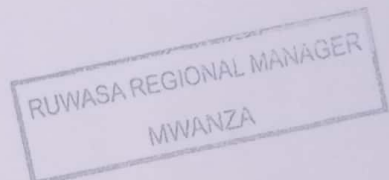
P. O. Box 3197,

MWANZA.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

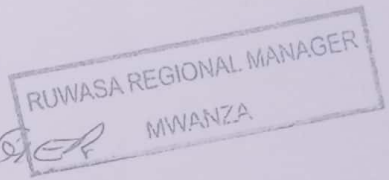
FOR AND ON BEHALF OF THE PURCHASER:

Signature: [Signature]
Name: Sug. Godfrey T. Sanga
Title: Regional Manager
Date: 05/01/2022
Seal:



In the presence of:

Signature: [Signature]
Name: MADWA D KHEBO
Title: DISTRICT MANAGER
Date: 05/01/2022
Seal:



FOR AND ON BEHALF OF THE SUPPLIER:

Signature: [Signature]
Name: Samuel Harry.
Title: Accountant
Date: 05/01/2022
Seal:



In the presence of:

Signature: [Signature]
Name: Yamus Hussein Ally
Title: M.S. ALLY WATER SUPPLY
Date: 05/01/2022
Seal:

SECTION VII: SPECIAL CONDITIONS OF LPO

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA).
2.	1.1	The Supplier is: M/S. MUMANGI TRANS AND CONSTRUCTION CO LTD
3.	1.1	The Project is: SUPPLY OF BUILDING MATERIALS (SAND AND AGGREGATES) FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT.
		Performance Security (GCC 6)
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: Five percent (5%) of the Contract amount.
5.	6.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 14.1.
		Packing (GCC 8)
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		Delivery and Documents (GCC 9)
7.	9.1	<p>For Goods supplied from abroad: N/A</p> <p>(a) 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; and</p> <p>(b) The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p style="padding-left: 40px;">(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p>

		<ul style="list-style-type: none"> (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.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>(c) The above documents shall be received by the Purchaser 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> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
8.	9.1	<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 Purchaser and mail the following documents to the Purchaser:</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><i>[Other similar documents should be listed]</i></p>
		Insurance (GCC 10)

9.	10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 12)	
10.	12.1	Incidental services to be provided are: <i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC 14)	
11.	14.1	(a) The warranty period shall be 12 months from date of acceptance of the Goods or from the date of shipment, whichever occurs earlier; (b) The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract; and (c) If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (i) 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 (ii) 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.
12.	14.6	The period for correction of defects in the warranty period is: 7 DAYS after delivery.
	Payment (GCC 15)	
13.	15.1	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: Payment of foreign currency portion shall be made in N/A_____

	<p>(i) Advance Payment: 0 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 Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: 0 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 9.</p> <p>(iii) On Acceptance: 0 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 Purchaser.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser 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> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</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 9.</p> <p>(iii) On Acceptance: 100% 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 Purchaser.</p> <p>B: Payment of local currency portion shall be made in: Tanzanian Shillings within thirty (30) days of presentation of claims supported by a certificate from the PE declaring that the Goods have been delivered and that all other</p>

		contracted services have been performed. C) All Payment shall be paid electronically into Supplier's Bank Account: 0150495904200, Name: Mumangi Construction Co. Ltd
14.	15.3	(a) Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 0.1% for Local Currency. (b) The interest shall be the rate of the Bank of Tanzania (BOT) prevailing on the date of LPO signing.
	Prices (GCC 16)	
15.	16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A <i>[To be inserted only if price is subject to adjustment.]</i>
	Spare Parts (GCC 17)	
16.	17.1	Additional spare parts requirements are: 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 for goods from abroad.
	Liquidated Damages (GCC 22)	
17.	22.1	Applicable rate: <i>0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee</i> Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee.</i>
	Procedure for Dispute Resolution (GCC 27)	
18.	27.1	Appointing Authority for the Adjudicator shall be PARTIES . The Adjudicator payment rate per hour: TANZANIA SHILLINGS 150,000.
19.	27.2	The Aggrieved Party shall refer the matter for arbitration within 7 WORKING DAYS after the Adjudicator's decision. Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATORS. Place for carrying out Arbitration shall be MWANZA.
	Governing Language (GCC 29)	

20.	29.1	The Governing Language shall be: ENGLISH.
	Applicable Law (GCC 30)	
21.	30.1	The Applicable Law shall be: LAWS OF TANZANIA.
	Notices (GCC 31)	
22.	31.1	<p>(a) PE's address for notice purposes: REGIONAL MANAGER, RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA), P.O.BOX 3197, MWANZA.</p> <p>(b) Supplier's address for notice purposes: MUMANGI TRANS AND CONSTRUCTION CO LTD, P.O.BOX 8192, MWANZA.</p>



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION AGENCY
MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
Website: www.ruwasa.go.tz Email: mwanzarm@ruwasa.go.tz



Ref : No.DA.130/256/01.C/60

December 10th , 2021

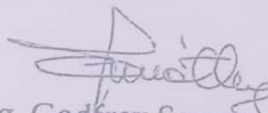
M/S: MUMANGI TRANS AND CONSTRUCTION CO LTD
P.O.BOX 8192
MWANZA

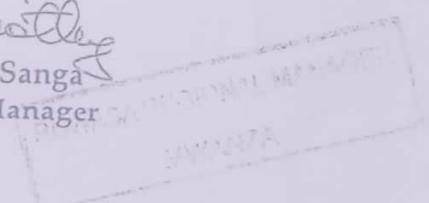
RE: SUPPLY OF SUPPLY OF BUILDING MATERIALS (SAND AND AGGREGATES) FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT:
TENDER NO. AE/102/2021-2022/HQ-C/W/49

SUBJECT: THE LETTER OF ACCEPTANCE

This is to notify you that your Tender dated 3rd December, 2021 for SUPPLY OF SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49 for the Contract Price equivalent Tanzanian Shillings 20,918,020.03 (Twenty Millions Nine Hundred Nineteen Thousands Twenty Only) VAT Inclusive as corrected and modified in accordance with the ITT is hereby accepted.

You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.


Eng. Godfrey Sanga
Ag. Regional Manager



Copy: - Internal Auditor General
Ministry of Finance
S.L.P 2802
Dodoma

Controller and Auditor General
P.O.BOX 950
Dodoma

Schedule of Requirements and Prices

Item	Description of Goods	Specs	Units	Qty	Rate	Amount (TZS.)	Warranty Period (where applicable)	
5.2	Sand		m ³	45	19,385.61	872,352.45		
5.3	Aggregates 1/2"		m ³	20	93,000.1	1,860,002.0		
6.2	Clear sand		m ³	9	19,385.61	174,470.49		
6.3	Aggregate 10mm		m ³	11	95,000.1	1,045,001.1		
7.4	Sand	well graded	m ³	75	19,385.61	1,453,920.75		
7.5	Aggregate 3/4"		m ³	135.4	91,000.1	12,321,400.54		
	Subtotal							
	TOTAL							
Total Amount for Supply of Goods excluding VAT							17,729,140.4	
Add VAT								
Total Amount for Supply of Goods (including VAT)							3,190,885.6	
Goods to supplied to [MISUNGWI DISTRICT]							20,920,028.1	

Total Amount in TZS.(in words) Seventeen million seven hundred twenty nine thousand six hundred forty two and four tenths.	[insert Total Amount for Supply of Goods, excluding VAT] <div style="text-align: right; font-size: 1.2em;">17,729,140.4</div>
The delivery period offered is:	[insert number] days/weeks/months from date of LPO

Total Amount in TZS.(in words) Twenty million nine hundred twenty thousand twenty eight	[insert Total Amount for Supply of Goods, excluding VAT] <div style="text-align: right; font-size: 1.2em;">20,920,028.1</div>
The delivery period offered is:	[insert number] days/weeks/months from date of LPO

1/2 ✓: 02/12/2021
MUMANGI TRAMS AND CONSTRUCTION COMPANY LIMITED
 P.O. Box 420
 TELIFAX: 028-2621900
 MUMBAI ROAD
 BUHEBA - TANZANIA



THE UNITED REPUBLIC OF
TANZANIA

MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION
AGENCY (RUWASA)



Local Purchase Order for Procurement of Goods

SUPPLY OF SUPPLY OF BUILDING MATERIALS (IRON BARS) FOR
MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT-MWANZA
REGION

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)
(THE PURCHASER)

AND

OTONDE HARDWARE & GENERAL SUPPLIES LTD
(THE SUPPLIER)

DECEMBER, 2021

To: OTONDE HARDWARE & GENERAL SUPPLIES LTD

P.O.BOX 10467 MWANZA.

Your quotation dated 3rd December, 2021 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
 - (a) Local Purchase Order (LPO);
 - (b) Special Conditions of Contract for LPO;
 - (c) General Conditions of Contract for LPO;
 - (d) Letter of Acceptance;
 - (e) Technical Specifications, Schedule of requirements and Prices;
 - (f) Quotation Submission Form;
 - (g) Notification of Award of Tender;
 - (h) Anti-bribery Memorandum and Anti-bribery Form; and
 - (i) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney;
 - (iii.) Manufacturers Authorization Form.
2. **Contract Sum:** The Contract Sum shall be Tanzanian Shillings 28,589,000/= (Twenty Eight Millions Five Hundred and Eight Nine Thousands Only) VAT Exclusive as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).
3. **Commencement of the LPO:** This LP O shall commence immediately after signing and receive a VAT exemption certificate from the Authority.

4. **Delivery Period:** The goods shall be delivered within fourteen (14) working days from the date of signing this LPO and receive a VAT exemption certificate from the Authority.
5. **Delivery point:** The goods shall be delivered at Mwamagili Village in Misungwi District Mwanza Region.
6. **Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.
7. **Payment to Supplier:**
 - (a) Payments shall be made within thirty (30) days upon completion of satisfactory performance of the contract; and
 - (b) The following documentation must be supplied for payments to be made:
 - (i) An original and two copies of an Invoice;
 - (ii) A delivery note evidencing dispatch of the goods;
 - (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order]; and
 - (iv) Electronic Fiscal Device (EFD) receipt.
- (a) **Payment Modality:** all payment shall be paid after Delivery and Acceptance of Goods
100.% 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 Purchaser.
8. **Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:
 - (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
 - (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within seven (7) days; and
 - (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

9. **Contact Person:**

Any notices, enquirers and documentation shall be addressed to:

REGIONA MANAGER,

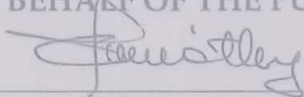
Rural Water Supply and Sanitation Agency (RUWASA),

P. O. Box 3197

MWANZA

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER:

Signature: 

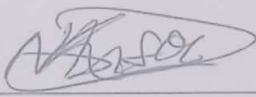
Name: Eug. Godfrey T. Sanga

Title: Regional Manager

Date: 05/01/2022

Seal:


In the presence of:

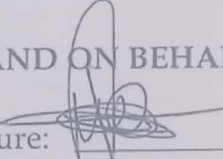
Signature: 

Name: MASHWA D KICIBO

Title: DISTRICT MANAGER

Date: 05/01/2022


FOR AND ON BEHALF OF THE SUPPLIER:

Signature: 

Name: Veronique Mushi

Title: Store Manager

Date: 5/1/2022

Seal:


In the presence of:

Signature: 

Name: Innocent Kabakera

Title: Accountant

Date: 05.01.2022

SECTION VII: SPECIAL CONDITIONS OF LPO

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: RURAL WATER SUPPLY AND SANITATION AUTHORITY (RUWASA).
2.	1.1	The Supplier is: M/S. OTONDE HARDWARE & GENERAL SUPPLIES LTD P.O BOX 10467.
3.	1.1	The Project is: SUPPLY OF SUPPLY OF BUILDING MATERIALS (IRON BAR)FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT-MWANZA REGION
		Performance Security (GCC 6)
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: Five percent (5%) of the Contract amount.
5.	6.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 14.1.
		Packing (GCC 8)
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		Delivery and Documents (GCC 9)
7.	9.1	<p>For Goods supplied from abroad: N/A</p> <p>(a) 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; and</p> <p>(b) The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p style="margin-left: 40px;">(i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p>

		<ul style="list-style-type: none"> (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.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>(c) The above documents shall be received by the Purchaser 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> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
8.	9.1	<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 Purchaser and mail the following documents to the Purchaser:</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><i>[Other similar documents should be listed]</i></p>

	Insurance (GCC 10)	
9.	10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 12)	
10.	12.1	Incidental services to be provided are: <i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC 14)	
11.	14.1	(a) The warranty period shall be N/A from date of acceptance of the Goods or from the date of shipment, whichever occurs earlier; (b) The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract; and (c) If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (i) 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 (ii) 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.
12.	14.6	The period for correction of defects in the warranty period is: 7 DAYS after delivery.
	Payment (GCC 15)	
13.	15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

	<p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in N/A _____</p> <p>(i) Advance Payment: 0 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 Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: 0 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 9.</p> <p>(iii) On Acceptance: 0 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 Purchaser.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser 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> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</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 9.</p> <p>(iii) On Acceptance: 100% 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 Purchaser.</p>

		<p>B: Payment of local currency portion shall be made in: Tanzanian Shillings within thirty (30) days of presentation of claims supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted services have been performed.</p> <p>C: All Payment shall be paid electronically into Supplier's Bank Account:</p>
14.	15.3	<p>(a) Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 0.1% for Local Currency.</p> <p>(b) The interest shall be the rate of the Bank of Tanzania (BOT) prevailing on the date of LPO signing.</p>
	Prices (GCC 16)	
15.	16.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A</p> <p><i>[To be inserted only if price is subject to adjustment.]</i></p>
	Spare Parts (GCC 17)	
16.	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 for goods from abroad.</p>
	Liquidated Damages (GCC 22)	
17.	22.1	<p>Applicable rate: <i>0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee.</i></p>
	Procedure for Dispute Resolution (GCC 27)	
18.	27.1	<p>Appointing Authority for the Adjudicator shall be PARTIES.</p> <p>The Adjudicator payment rate per hour: TANZANIA SHILLINGS 150,000.</p>

19.	27.2	Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATORS. Place for carrying out Arbitration shall be DAR ES SALAAM.
	Governing Language (GCC 29)	
20.	29.1	The Governing Language shall be: ENGLISH.
	Applicable Law (GCC 30)	
21.	30.1	The Applicable Law shall be: LAWS OF TANZANIA.
	Notices (GCC 31)	
22.	31.2	(a) PE's address for notice purposes: REGIONAL MANAGER, RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA), P.O.BOX 3197, MWANZA. (b) Supplier's address for notice purposes: M/S.OTONDE HARDWARE & GENERAL SUPPLIES LTD P.O BOX 10467, MWANZA.



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION AGENCY
MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
Website: www.ruwasa.go.tz Email: mwanzarm@ruwasa.go.tz



Ref : No.DA.130/256/01.C/59

December 10th, 2021

M/S: OTONDE HARDWARE & GENERAL SUPPLIES LTD
P.O.BOX 10467
MWANZA

RE: SUPPLY OF SUPPLY OF BUILDING MATERIALS (IRON BARS) FOR
MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO.
AE/102/2021-2022/HQ-C/W/49

SUBJECT: THE LETTER OF ACCEPTANCE

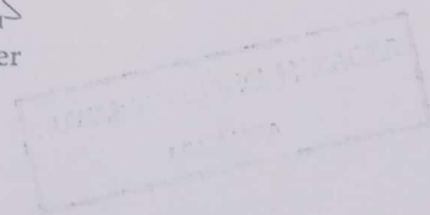
This is to notify you that your Tender dated 3rd December, 2021 for SUPPLY OF SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49 for the Contract Price equivalent Tanzanian Shillings 33,735,020/= (Thirty Three Millions Seven Hundred Thirty Five Thousands Twenty Only) VAT Inclusive as corrected and modified in accordance with the ITT is hereby accepted.

You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.

Eng. Godfrey Sanga
Ag. Regional Manager

Copy: - Internal Auditor General
Ministry of Finance
S.L.P 2802
Dodoma

Controller and Auditor General
P.O.BOX 950
Dodoma



Schedule of Requirements and Prices
SCHEDULE OF PIPES & PIPE FITTINGS FOR CONSTRUCTION OF MWAMAGILI-MWAGILIGILI
WATER SUPPLY PROJECT IN MISUNGWI DISTRICT

S/N	DESCRIPTION	SPEC	UNIT	QTY	RATE	TOTAL
5.0	Construction of 5 DPs and its flow meter chambers with lockable top cover					
	Excavate for and construct Two-taps with concrete platform, drainage channel connecting to soak way pit 700mm internal dia. 1000mm deep, piping and taps as per Typical Piped System Domestic Point drawings					
6.4	Steel bar 8mm		pcs	38	17000	646,000
6.5	Steel bar 6mm (ring bar)		pcs	17	15000	255,000
6.6	Binding wire		kg	9	7000	63,000
5.4	Wire mesh 50mm x 50mm x 4mm		no	45	25000	1,125,000
5.6	Wire nails	2", 3", 4", 5"	kg	20	4000	80,000
5.8	10mm steel bars		no	10	19000	190,000
5.9	binding wire		kg	5	7000	35,000
5.10	12mm steel bars		No	10	30000	300,000
7.14	12mm Reinforcement bars for Beams		kg	5070	3000	15,210,000
7.15	16mm Reinforcement bars		kg	685	3000	2,055,000
7.16	8mm Reinforcement bars		kg	200	3600	720,000
7.18	6mm BRC Mesh	ø 6mm, 1200mm x 2400mm Mesh dimension per piece	roll	9	500000	4,500,000
7.19	Binding wire		kg	100	7000	700,000
7.20	Nails	1", 2", 3", 4" & 6	kg	50	4000	200,000
7.30	Squire pipes for chamber cover	2" x 2" x 2mm thick	Pc	10	75000	750,000
7.32	Metal plate	4mm thick	Ea	2	330,000	660,000
7.33	Provide ladder	2" hole section pipe	Ea	2	550,000	1,100,000
	Sub total					28,589,000
	Add VAT 18%					5,146,020
	Total					33,735,020
	Materials to be transported to Misungwi District					

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding VAT] TWENTY EIGHT MILLION FIVE HUNDRED EIGHTY NINE THOUSAND ONLY
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OTONDE HARDWARE & GENERAL
 SUPPLIES LIMITED
 P O Box 10467 Mwanza



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

RURAL WATER SUPPLY AND
SANITATION AGENCY (RUWASA)



Local Purchase Order for Procurement of Goods

SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN
MISUNGWI DISTRICT-MWANZA REGION

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)
(THE PURCHASER)

AND

YUNUS HUSSEIN ALLY
(THE SUPPLIER)

DECEMBER, 2021

To: YUNUS HUSSEIN ALLY
P.O.BOX 55 MWANZA.

Your quotation dated 19th February, 2021 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Documents:** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
 - (a) Local Purchase Order (LPO);
 - (b) Special Conditions of Contract for LPO;
 - (c) General Conditions of Contract for LPO;
 - (d) Letter of Acceptance;
 - (e) Technical Specifications, Schedule of requirements and Prices;
 - (f) Quotation Submission Form;
 - (g) Notification of Award of Tender;
 - (h) Anti-bribery Memorandum and Anti-bribery Form; and
 - (i) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney;
 - (iii.) Manufacturers Authorization Form.
2. **Contract Sum:** The Contract Sum shall be Tanzanian Shillings 25,953,000 (Twenty Five Millions Nine Hundred Fifty Three Thousands Only) VAT Exclusive as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).
3. **Commencement of the LPO:** This LPO shall commence immediately after signing and receive a VAT exemption certificate from the Authority.
4. **Delivery Period:** The goods shall be delivered within fourteen (14) working days from the date of signing this LPO and receive a VAT exemption certificate from the Authority.

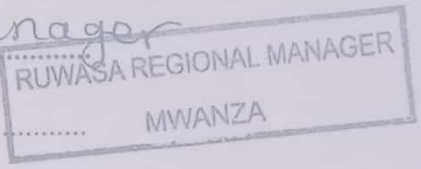
5. **Delivery point:** The goods shall be delivered at Mwamagili Village in Misungwi District.
6. **Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.
7. **Payment to Supplier:**
 - (a) Payments shall be made within thirty (30) days upon completion of satisfactory performance of the contract; and
 - (b) The following documentation shall be submitted for payments to be made:
 - (i) An original and two copies of an Invoice;
 - (ii) A delivery note evidencing dispatch of the goods;
 - (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order]; and
 - (iv) Electronic Fiscal Device (EFD) receipt.
8. **Payment Modality:**
 - (a) **On delivery and acceptance:** 100 % 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 Purchaser.
9. **Warranty:** The warranty or guarantee period shall be twelve (12) months as indicated in the attached Schedule of Requirements and Prices:
 - (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
 - (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within seven (7) days; and
 - (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.
10. **Contact Person:**

Any notices, enquirers and documentation shall be addressed to:
REGIONA MANAGER,
Rural Water Supply and Sanitation Agency (RUWASA),
P. O. Box 3197,
MWANZA

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER:

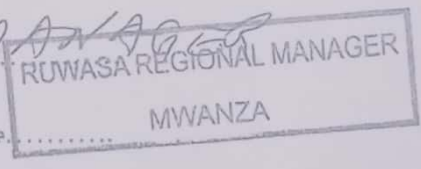
Signature: [Signature]
Name: Eug. Godfrey T. Sanga
Title: Regional Manager
Date: 05/01/2022



Seal:

In the presence of:

Signature: [Signature]
Name: MADWA D. KHEIBO
Title: DISTRICI MANAGER
Date: 05/01/2022



FOR AND ON BEHALF OF THE SUPPLIER:

Signature: [Signature]
Name: YUNUS HUSSEIN ALI
Title: MANAGING DIRECTOR
Date: 05/01/2022



Seal:

In the presence of:

Signature: [Signature]
Name: Vasani Khushi
Title: Manager
Date: 5/1/2022

SECTION VII: SPECIAL CONDITIONS OF LPO

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA).
2.	1.1	The Supplier is: M/S. YUNUS HUSSEIN ALLY.
3.	1.1	The Project is: SUPPLY OF SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT.
		Performance Security (GCC 6)
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: Five percent (5%) of the Contract amount.
5.	6.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 14.1.
		Packing (GCC 8)
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the Purchaser in the Technical Specification.
		Delivery and Documents (GCC 9)
7.	9.1	<p>For Goods supplied from abroad: N/A</p> <p>(a) 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; and</p> <p>(b) The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p style="padding-left: 40px;">(i.) One original plus four copies of the Supplier's invoice</p>

		<p>showing goods' description, quantity, unit price, and total amount;</p> <p>(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;</p> <p>(iii.) One original plus four copies of the packing list 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>(c) The above documents shall be received by the Purchaser 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> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
8.	9.1	<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 Purchaser and mail the following documents to the Purchaser:</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.) Manufacturer's 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><i>[Other similar documents should be listed]</i></p>

	Insurance (GCC 10)	
9.	10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 12)	
10.	12.1	Incidental services to be provided are: <i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC 14)	
11.	14.1	(a) The warranty period shall be 12 months from date of acceptance of the Goods or from the date of shipment, whichever occurs earlier; (b) The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract; and (c) If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (i) 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 (ii) 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.
12.	14.6	The period for correction of defects in the warranty period is: 7 DAYS after delivery.
	Payment (GCC 15)	
13.	15.1	The method and conditions of payment to be made to the Supplier

	<p>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 N/A _____</p> <p>(i) Advance Payment: 0 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 Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: 0 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 9.</p> <p>(iii) On Acceptance: 0 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 Purchaser.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser 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> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</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 9.</p> <p>(iii) On Acceptance: 100% 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</p>

		<p>Purchaser.</p> <p>B: Payment of local currency portion shall be made in: Tanzanian Shillings within thirty (30) days of presentation of claims supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted services have been performed.</p> <p>C: All Payment shall be paid electronically into Supplier's Bank Account: 01J2060242400 , Name: YUNUS HUSSEIN ALLY, CRDB-NYANZA</p>
14.	15.3	<p>(a) Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 0.1% for Local Currency.</p> <p>(b) The interest shall be the rate of the Bank of Tanzania (BOT) prevailing on the date of LPO signing.</p>
Prices (GCC 16)		
15.	16.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A</p> <p><i>[To be inserted only if price is subject to adjustment.]</i></p>
Spare Parts (GCC 17)		
16.	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 for goods from abroad.</p>
Liquidated Damages (GCC 22)		
17.	22.1	<p>Applicable rate: <i>0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee.</i></p>
Procedure for Dispute Resolution (GCC 27)		
18.	27.1	<p>Appointing Authority for the Adjudicator shall be PARTIES.</p> <p>The Adjudicator payment rate per hour: TANZANIA SHILLINGS 150,000.</p>

28.	27.2	<p>The Aggrieved Party shall refer the matter for arbitration within 7 WORKING DAYS after the Adjudicator's decision.</p> <p>Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATORS.</p> <p>Place for carrying out Arbitration shall be MWANZA.</p>
Governing Language (GCC 29)		
29.	29.1	The Governing Language shall be: ENGLISH.
Applicable Law (GCC 30)		
30.	30.1	The Applicable Law shall be: LAWS OF TANZANIA.
Notices (GCC 31)		
31.	31.1	<p>(a) PE's address for notice purposes: REGIONAL MANAGER, RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA), P.O.BOX 3197, MWANZA.</p> <p>(b) Supplier's address for notice purposes: YUNUS HUSSEIN ALLY, P.O.BOX 8192, MWANZA.</p>



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION AGENCY
MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
Website: www.ruwasa.go.tz Email: mwanzarm@ruwasa.go.tz



58

Ref : No.DA.130/256/01.C/58

December 10th, 2021

M/S: YUNUS HUSSEIN ALLY
P.O.BOX2565
MWANZA

RE: SUPPLY OF SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN
MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49

SUBJECT: THE LETTER OF ACCEPTANCE

This is to notify you that your Tender dated 3rd December, 2021 for SUPPLY OF SUPPLY OF FITTINGS FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49 for the Contract Price equivalent Tanzanian Shillings 30,624,540/= (Thirty Millions Six Hundred Twenty Four Thousands Five Hundred Forty Thousand Only) VAT Inclusive as corrected and modified in accordance with the ITT is hereby accepted.

You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.

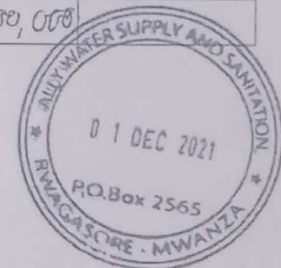
Eng. Godfrey Sanga
Ag. Regional Manager

Copy: - Internal Auditor General
Ministry of Finance
S.L.P 2802
Dodoma

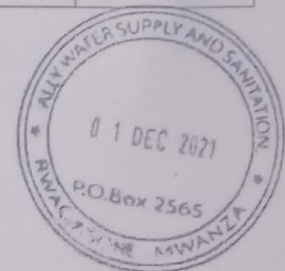
Controller and Auditor General
P.O.BOX 950
Dodoma

Schedule of Requirements and Prices

Item	Description of Goods	Specs	Units	Qty	Rate	Amount (TZS.)	Warranty Period (where applicable)
3.0	FITTINGS FOR TRANSMISSION LINE						
3.1	Steel pipe DN 100mm, PN 25, 3m length welded with flange one side	100DN, 25PN Flanged of 1.5 M length	PC	2	600,000	1,200,000	
3.2	Steel Flange, DN 100mm, PN 25	100DN, 25PN	PC	2	40,000	80,000	
3.3	Strainer double flange DN 100mm, PN 25		PC	1	400,000	400,000	
3.4	Sluice valve DN 100mm, PN 25 Flanged both sides	100DN, 25PN of steel materials	PC	1	600,000	600,000	
3.5	Sluice valve DN 150mm, PN 25 Flanged both sides	150DN, 25PN of steel materials	PC	1	800,000	800,000	
3.6	Double flanged steel taper DN 100mm x 150mm, PN 25	100x150DN, 25PN of steel materials	PC	2	350,000	700,000	
3.7	Bulk meter double flanged DN 150mm, PN 25	150DN, 25PN Double flanged	PC	1	900,000	900,000	
3.8	Non-return valve double flange DN 150mm, PN 25	150DN, 25PN flanged	PC	1	800,000	800,000	
3.9	Disrupting joint DN 150mm, PN 25	150DN, 25PN	PC	1	750,000	750,000	
3.10	Grease for smearing to pipe		Kg	15	10,000	150,000	
3.11	Tee reducer steel, DN 100mm x 50mm flanged all sides, PN 25	100x50mm Flanged all sides with 25PN	PC	1	250,000	250,000	
3.12	Air valve single Orifice DN 50mm, PN 25 flanged	50DN, 25PN Flanged	PC	1	200,000	200,000	
3.13	Non-return valve Double flanged, DN 100mm, PN 16	100DN, 16PN	PC	1	400,000	400,000	
3.14	Flange steel, DN 100mm, PN 16	100DN, 16PN	PC	4	40,000	160,000	
3.15	Tee reducer steel, DN 100mm x 50mm, PN 16 flanged all sides	100x50mm of 16PN flanged all sides	PC	1	180,000	180,000	
3.16	Air valve single Orifice DN 50mm, PN 16 flanged	50DN, 16PN Flanged	PC	1	170,000	170,000	
3.17	Steel bend double flange, DN 100mm, PN 20	135 degrees 100DN 20PN Double flanged	PC	1	150,000	150,000	
3.18	Flange steel DN 100mm, PN 20	100DN, 20PN	PC	2	40,000	80,000	
3.19	Steel bend DN 100mm, PN 16 double Flange	100DN, 16PN Flanged both sides (No degree)	PC	1	180,000	180,000	
3.20	Steel pipe DN 100mm, PN 16	100DN, 16PN	M	6	800,000	4,800,000	
3.21	Elbow steel DN 100mm, PN 16, Flanged both sides	100DN, 16PN Flanged both sides	PC	2	180,000	360,000	
3.22	Tee GS threaded DN 100mm, PN 10	100DN, 10PN	PC	2	50,000	100,000	
3.23	Nipple GS DN 100mm, PN 10	100DN, 10PN	PC	4	25,000	100,000	
3.24	Elbow steel threaded DN 100mm, PN 10	100DN, 10PN threaded	PC	4	50,000	200,000	
3.25	Ball valve DN 100mm, PN 16	100DN, 16PN	PC	1	350,000	350,000	
3.26	GS Pipe DN 100mm, PN 16	100DN, 16PN	PC	1	450,000	450,000	
3.27	Gate valve DN 100mm, PN 16	100DN, 16PN	PC	1	350,000	350,000	
3.28	GS Nipple DN 100mm, PN 10	Steel materials	PC	2	25,000	50,000	
3.29	GS Tee DN 100mm, PN 10	100DN	PC	1	50,000	50,000	
3.30	Elbow GS DN 100mm, PN 10	100DN GS	PC	2	40,000	80,000	
3.31	Union DN 100mm, PN 10	100DN	PC	1	50,000	50,000	
3.32	Sluice valve DN 100mm, PN 25 flanged both sides for wash out	100DN, 25PN Flanged both sides	PC	1	600,000	600,000	



	Subtotal						
4.0	FITTINGS FOR DISTRIBUTION LINES						
4.1	Strainer DN 140mm, PN 10	140DN, 10PN	PC	1	550,000	550,000	
4.2	Elbow GS DN 140mm, PN 10	140DN, 10PN STEEL	PC	1	250,000	250,000	
4.3	Bend steel DN 140mm, PN 10	140DN, 10PN STEEL MATERIAL	PC	1	250,000	250,000	
4.4	Flange steel DN 140mm PN 10	140DN, 10PN STEEL MATERIAL	PC	4	350,000	1,400,000	
4.5	Sluice valve Flanged both side, DN 140mm, PN 10	Flanged both sides 140DN, 10PN	PC	1	600,000	600,000	
4.6	Flow meter DN 140mm, PN 10, Flanged both sides	Flanged both sides 140DN, 10PN	PC	1	750,000	750,000	
4.7	Dismantle Joint DN 140mm, PN 10	140DN	PC	1	550,000	550,000	
4.8	Stubble HDPE DN 140mm, PN 10	140, 10PN	PC	2	180,000	360,000	
4.9	Air valve single Orifice DN 50mm, PN 10 threaded	50DN threaded	PC	1	170,000	170,000	
4.10	Cramp saddle HDPE DN 140mm x 50mm, PN 10	140DN, 10PN (140 to 50 mm)	PC	1	60,000	60,000	
4.11	Nipple GS DN 50mm, PN 10	50DN, 10PN steel materials	PC	1	8,000	8,000	
4.12	HDPE Bend DN 140mm, PN 10	140DN, 10PN	PC	1	250,000	250,000	
4.13	Cramp saddle DN 140mm x 32mm, PN 10	140DN, 140x32mm of 10PN	PC	5	60,000	300,000	
4.14	Gate valve DN 32mm, PN 16	32DN	PC	5	25,000	125,000	
4.15	Nipple steel DN 32mm	32DN	PC	5	2,000	10,000	
4.16	Male connector DN 32mm	32DN	PC	10	3,000	30,000	
4.17	Socket Reducer GS DN 32mm x 25mm	32x25mm GS material	PC	6	2,000	12,000	
4.18	Nipple GS DN 25mm	25DN	PC	18	1,500	27,000	
4.19	Elbow GS DN 25mm	25DN	PC	22	1,500	33,000	
4.20	Gate valve DN 25mm	25DN	PC	5	15,000	75,000	
4.21	Water meters DN 25mm, PN 10	25DN, 10PN	PC	5	45,000	225,000	
4.22	Seal tapes		BOX	1	500	100,000	
4.23	Bib cork PEX DN 25mm	PEX	PC	10	15,000	150,000	
4.24	Plain socket DN 25mm	25DN	PC	10	1,500	15,000	
4.25	GS Pipe DN 25mm, PN 10	25DN	PC	10	35,000	350,000	
4.26	Local Gasket Rubber 4mm thick	LOCAL	sq m	2	100,000	200,000	
4.27	Bolts and Nuts 16mm x 3" size 27	16mm, 3 inches, size 27	PC	126	3,000	378,000	
4.28	GS plug flanged DN 140mm, PN 10	140DN, 10PN of steel materials	PC	1	70,000	70,000	
4.29	Straight connector Fish DN 32mm, PN 16	32DN, 16PN	PC	10	5,000	50,000	
4.30	4 Brushes of 1", 2" & 3" (1 pc per each)	1", 2" & 3"	PC	3	5,000	15,000	
4.31	Steel Brushes	STEEL MATERIALS	PC	2	10,000	20,000	
4.32	Portable ARC500Pro welding machine		PC	1	600,000	600,000	
4.33	Diesel Generator 750 watts	750 watts	PC	1	2,200,000	2,200,000	
4.34	Carbon steel electrode		Kg	4	20,000	80,000	
	Subtotal						25,953,000
	TOTAL						25,953,000
	Total Amount for Supply of Goods excluding VAT						25,953,000



		Add VAT	4,671,540/-
		Total Amount for Supply of Goods (including VAT) Goods to supplied to [MISUNGWI DISTRICT]	30,624,540/-

Total Amount in TZS.(in words)	[insert Total Amount for Supply of Goods, excluding VAT] THIRTY MILLION, SIX HUNDRED TWENTY FOUR THOUSAND, FIVE HUNDRED AND FORTY
The delivery period offered is:	[insert number] days/weeks/months from date of LPO 14 DAYS 1





THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION AGENCY
MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
Website: www.ruwasa.go.tz Email: mwanzarm@ruwasa.go.tz



146

Ref : No.DA.130/256/01.C/146

January 26th, 2022

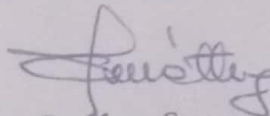
Managing Director,
Tanzania Steel Pipes Limited,
P.O.Box 5476,
Dar es Salaam.

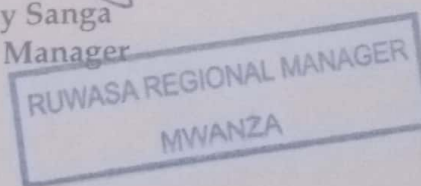
RE: SUPPLY OF STEEL PIPES FOR MWAMAGILI WATER PROJECT MISUNGWI DISTRICT: TENDER NUMBER AE/102/2021-2022/HQ-C/W/49.

SUBJECT: THE LETTER OF ACCEPTANCE

This is to notify you that your Tender dated 12th January, 2022 for CSUPPLY OF STEEL PIPES FOR MWAMAGILI WATER PROJECT MISUNGWI DISTRICT: TENDER NUMBER AE/102/2021-2022/HQ-C/W/49.. for the Contract Price equivalent Tanzanian Shillings 167,649,561.70 (One Hundred Sixty Seven Millions Six Hundred Forty Nine Thousand Five Hundred Sixty One and Seventy cents Only) VAT Exclusive as corrected and modified is hereby accepted by our Procuring Entity.

You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.


Eng. Godfrey Sanga
Ag. Regional Manager



Copy: - Internal Auditor General
Ministry of Finance
S.L.P 2802
Dodoma

Controller and Auditor General
P.O.BOX 950
Dodoma

The Attorney General
P.O.BOX 630
Dodoma

Public procurement Regulatory Authority
P.O.BOX 2865
Dodoma

142



THE UNITED REPUBLIC OF TANZANIA
 MINISTRY OF WATER
 RURAL WATER SUPPLY AND SANITATION AGENCY
 MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
 Website: www.ruwasa.go.tz Email: mwanzarn@ruwasa.go.tz



Ref : No.DA.130/256/01.C/142

January 26th, 2022

Mabula John Machela
 P.O. BOX 141
 Sengerema -Mwanza.

RE: CONSTRUCTION OF MWAGILIGILI WATER SUPPLY IN MISUNGWI DISTRICT: TENDER NUMBER AE/102/2021-2022/HQ-C/W/49

SUBJECT: THE LETTER OF ACCEPTANCE

This is to notify you that your Tender dated 17th January, 2022 for CONSTRUCTION OF MWAGILIGILI WATER SUPPLY IN MISUNGWI DISTRICT: TENDER NUMBER AE/102/2021-2022/HQ-C/W/49. for the Contract Price equivalent Tanzanian Shillings 106,234,660.00 (One hundred six Millions two Hundred thirty four Thousand six Hundred and sixty Only) VAT Exclusive as corrected and modified is hereby accepted by our Procuring Entity.

You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.

Eng. Godfrey Sanga
 Ag. Regional Manager

**RUWASA REGIONAL MANAGER
 MWANZA**

Copy: - Internal Auditor General
 Ministry of Finance
 S.L.P 2802
 Dodoma

Controller and Auditor General
 P.O.BOX 950
 Dodoma

The Attorney General
P.O.BOX 630
Dodoma

Public procurement Regulatory Authority
P.O.BOX 2865
Dodoma



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
RURAL WATER SUPPLY AND SANITATION AGENCY
MAJI HOUSE Building, Balewa road, P.o box 3197 Mwanza
Website: www.ruwasa.go.tz Email: mwanzarm@ruwasa.go.tz



Ref : No.DA.130/256/01.C/163

February 14th, 2022

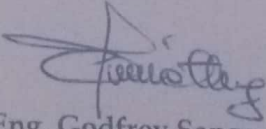
M/S: OTONDE HARDWARE & GENERAL SUPPLIES LTD
P.O.BOX 10467
MWANZA

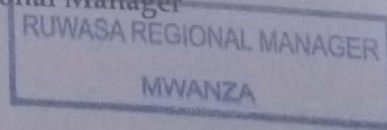
RE: SUPPLY OF SUPPLY OF BUILDING MATERIALS (CEMENTS, TIMBERS, IRON SHEETS AND SAFETY GEARS) FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49

SUBJECT: THE LETTER OF ACCEPTANCE

This is to notify you that your tender dated 21st February, 2022 for SUPPLY BUILDING MATERIALS (CEMENTS, TIMBERS, IRON SHEETS AND SAFETY GEARS) FOR MWAMAGILI WATER PROJECT IN MISUNGWI DISTRICT: TENDER NO. AE/102/2021-2022/HQ-C/W/49 for the Contract Price equivalent: Thirty Three Million Sixty Five Thousand only (33,065,000.00) VAT Exclusive.as corrected and modified in accordance with the ITT is hereby accepted.

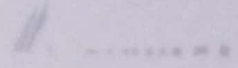
You will be invited for the contract signing of the said Contract in Mwanza Region Office in accordance with the terms and conditions of the Contract after contract Vetting.


Eng. Godfrey Sanga
Ag. Regional Manager



Copy: - Internal Auditor General
Ministry of Finance
S.L.P 2802
Dodoma

Controller and Auditor General
P.O.BOX 950
Dodoma



The Attorney General
P.O. BOX 630
Dodoma

Public procurement Regulatory Authority
P.O. BOX 2865
Dodoma