

**RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY**

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RUANGWA WSSA'S OFFICE,  
P.O. Box 51,  
RUANGWA.

**CONTRACT**

**BETWEEN**

**RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY  
AND**

**RASHIED KASSIM OMARY**

**FOR**

**SUPPLY OF BUILDING MATERIAL FOR RUANGWA PROJECT**

**CONTRACT NO: AE/000/MNW/S/ZNR/2021-2022/G/16**

**LOT 4-SUPPLY OF BUILDING MATERIALS**

**NOVEMBER, 2021**

## Contract Agreement

THIS CONTRACT is made the 11<sup>th</sup> day of 12<sup>th</sup> month of 2021 between the Managing Director Ruangwa Water Supply and Sanitation Authority of P.O .Box 51 Ruangwa Tanzania (hereinafter called "the Purchaser") and M/s Rashied Kassim Omary of P.O.BOX 90 Nachingwea . (Hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, Contract No. AE/080/MNWS/ZN/R/2021-2022/G/16 For Supply of Building Materials for Ruangwa Project at Ruangwa Water Supply and Sanitation Authority. Has accepted a Bid by the Supplier for the supply of those Goods in the sum of TZS 31,720,000 (Tanzanian shillings thirty one millions seventy hundred and twenty only VAT inclusive (hereinafter called "the Contract Price").

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



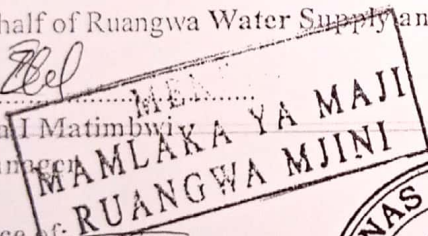
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter 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.

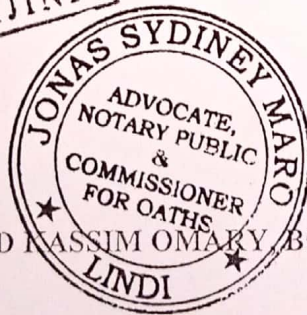
For and on behalf of the Purchaser

For and on behalf of Ruangwa Water Supply and Sanitation Authority

Signed.....  
 Name: Yohana I Matimbwi  
 Title: The Manager

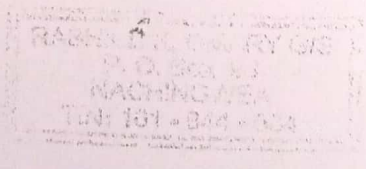


In the presence of:  
 Signature.....  
 Name: Jonas Maro  
 Title: Advocate



For and on behalf of the M/s RASHIED KASSIM OMARY, BOX 90 NACHINGWEA.  
 Signed.....  
 Name: RASHIED KASSIM  
 Title: M.D.

In the presence of:  
 Signature.....  
 Name: ALFONE G. GOLIANA  
 Title: Manager



## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The <b>Adjudicator</b> is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> <p>c) "<b>The Contract</b>" means the agreement entered into between the Procuring Entity (PE) 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.</p> <p>d) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b></p>
			e) " <b>Completion</b> " means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days
			g) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.
			h) " <b>Delivery</b> " means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.
			i) " <b>Effective Contract date</b> " is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent



			stipulated in GCC 3.
		j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
		k)	"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.
		l)	"GCC" means the General Conditions of Contract contained in this section.
		m)	The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b>
		n)	"SCC" means the Special Conditions of Contract.
		o)	"The PE" means the entity purchasing the Goods and related service, as named in <b>SCC</b> .
		p)	"The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	"The Project Name" means the name of the project stated in SCC.
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
		t)	"End User" means the organization(s) where the goods will be used, as <b>named in the SCC</b> .
		u)	"Origin" means the place where the Goods were

		<p>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.</p>
	v)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p>
	w)	<p>The <b>Supplier</b> is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p>
	x)	<p>The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Employer</p>
	y)	



2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Tender, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>

3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	<p>If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.2	<p>If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>
6.	Country of Origin	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>



7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the PE'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 PE 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 as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.

9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety, acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC</b> .
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security shall be 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 PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
		b)	A cashier's or certified check.
		10.4	The performance security will be discharged by the PE 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 <b>SCC</b> .



		10. 5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
11	Inspections and Test	11. 1	The PE 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 PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11. 2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11. 3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11. 4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11. 5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the PE.
13	Delivery and Documents	13.1	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 as specified in <b>SCC</b> .
		13.2	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.
		13.3	Documents to be submitted by the Supplier are specified in <b>SCC</b> .



14	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e)	Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16. 2		Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17	Spare Parts	17. 1		As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a)	Such spare parts as the PE 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 PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and
			ii)	following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.



18	Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the <b>SCC</b> 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 <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> .
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the PE may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PE may have against the Supplier under the Contract.

19	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b> .
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to GCC 19.4
20	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in <b>SCC</b> or in the PE's request for Tender validity extension, as the case may be.
21	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, 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 PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21. 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 PE's change order.
		21. 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.
22	Contract Amendments	22. 1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23	Assignment	23. 1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24	Subcontracts	24. 1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24. 2	Subcontracts must comply with the provision of GCC 5.

25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity 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 performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:



		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Entity 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 Procuring Entity; and
		h)	if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:

		<p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.4	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>



28.	Force Majeure	28. 1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		28. 2	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>



29.	Termination for Insolvency	29.1	The Procuring Entity 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 Procuring Entity.
30.	Termination for Convenience	30.1	The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.



		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
32.	Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses..
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	Replacement of Adjudicator	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
			a) The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and
			b) The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement..

35.	Notices	35. 1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC</b> .
		35. 2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36. 1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36. 2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36. 3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



### Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. 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
		<b>Definitions (GCC 1)</b>
1.	1.1	The Purchaser is: Ruangwa Water Supply and Sanitation Authority P.O.BOX 51 Ruangwa under Manawasa
2.	1.1(j)	The Supplier is: Rashied Kassim Omary of P.O.BOX 90 Nachingwea
3.	1.1(q)	The Project is: Supply of building materials for Ruangwa Project.
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: English
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: Laws of the laws of the United Republic of Tanzania
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is china
		<b>Performance Security (GCC 10)</b>
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price in the form of Bank guarantee issued or confirmed by a reputable Bank registered in Tanzania
8.	10.4	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 18.2.

Inspections and Tests (GCC 11)		
9.	11.1	<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 PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC 12)		
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
Delivery and Documents (GCC 13)		
11.	13.1	<p><b>For Goods supplied from abroad:</b>  Upon delivery of goods, the Supplier shall deliver the following documents to the Procuring Entity to facilitate inspection and acceptance:-</p> <ul style="list-style-type: none"> <li>i) Copy of original contract document,</li> <li>ii) Original Goods Delivery Note clearly providing full details of Goods Description, quantity Certificate of country of origin,</li> <li>iii) Copy of the packing list identifying contents of each package (where spare parts are delivered in different packages);</li> <li>iv) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin.</li> <li>v) Manufacturer's or Supplier's warranty certificate;</li> </ul> <p><b>Note; the Supplier will be responsible for any consequent expenses for the above required documents.</b></p>
12.	13.3	<p><b>For Goods from within the United Republic of Tanzania:</b>  Upon delivery of goods, the Supplier shall deliver the following documents to the Procuring Entity to facilitate inspection and acceptance:-</p>



		<ul style="list-style-type: none"> <li>i) Copy of original contract document,</li> <li>ii) Original Goods Delivery Note clearly providing full details of Goods Description, quantity Certificate of country of origin,</li> <li>iii) Copy of the packing list identifying contents of each package</li> <li>iv) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin.</li> <li>v) Manufacturer's or Supplier's warranty certificate;</li> </ul>
	<b>Insurance (GCC 14)</b>	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	<b>Incidental Services (GCC 16)</b>	
14.	16.1	Incidental services to be provided are: <ul style="list-style-type: none"> <li>a) N/A</li> </ul>
	<b>Spare Parts (GCC 17)</b>	
15.	17.1	Additional spare parts requirements are: <b>NOT APPLICABLE</b>
	<b>Warranty (GCC 18)</b>	
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be 36 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</li> </ul> <p style="text-align: center;"><b>or</b></p>

		(b) Pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17	18.4 & 18.5	The period for correction of defects in the warranty period is: <b>Within 7 Days</b>
	<b>Payment (GCC 18)</b>	
18	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  <b>Payment for Goods supplied from abroad:</b>  a) <b>Currency:</b> Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings.  b) <b>On Delivery and Acceptance:</b> 100% percent of the Contract Price shall be paid within thirty (30) days upon receipt of the acceptable tax invoice accompanied by Procuring entity's report/certificate for successful supply of fittings.
		<b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b>  a) <b>Currency:</b> Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings.  b) <b>On Delivery and Acceptance:</b> 100% percent of the Contract Price shall be paid within thirty (30) days upon receipt of the acceptable tax invoice accompanied by Procuring entity's report/certificate for successful supply of fittings.
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be <b>NA</b>
	<b>Prices (GCC 20)</b>	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <b>NA</b>



	<b>Liquidated Damages (GCC 26)</b>	
21.	25.1	Applicable rate: 0.1 per cent per day of undelivered materials/good's value.  Maximum deduction: is equal to the performance security.
	<b>Procedure for Dispute Resolution (GCC 32)</b>	
23.	32.3	Arbitration institution shall be Tanzania Institute of Arbitrators  Place for carrying out Arbitration United Republic of Tanzania (URT) Dar es Salaam
24.	33.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitrators
	<b>Notices (GCC 35)</b>	
26.	35.1	—PE's address for notice purposes: The Secretary, MANAWASA Tender Board, Masasi Nachingwea Water Supply and Sanitation Authority, Migongo Road/200M from Masasi Bus Terminal to Nachingwea, Nearby to Town Council, Room: PMU Office Email: info@manawasa.go.tz  —Supplier's address for notice purposes:  Managing Director, Rashied Kassim Omary P.O.BOX 90, Nachingwea

MINISTRY OF WATER  
RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY  
QUOTATION FORM

SIMU: +255 754312426 (MANAGER)

Barua Pepe: ruwasaruangwa2013@gmail.com



RUANGWA WSSA's OFFICE,

P.O.Box 51,

DULANGWA

24/11/2021

1. RASHID KASSIM OMAR  
.....  
Box 90  
.....  
NACHINGWEA
2. NATALA HARDWARE STORE  
.....  
Box 91  
.....  
NACHINGWEA
3. UPENDRA KUMAR PATEL  
.....  
Box 21  
.....  
NACHINGWEA
4. ....  
.....  
.....  
.....

Re: Mini-Competition under Framework Agreement for Supply of Building Materials  
for Ruangwa Project.

Sub: Procurement Reference No: AE/080/ZN/R/2021-2022G/16

Subject to clause 7.1(a) of the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, the Purchaser calls a mini competition. This mini-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.



Schedule of Supplies or Services required

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(8)
1		Cement (grade 42.5)	bags	294	15000/=	4410000/=
2		Water proof cement	bags	9	150000/=	1350000/=
3		Sand m <sup>3</sup> (3.5)	Trip	8	115000/=	920000/=
4		Aggregates ¾ (m <sup>3</sup> 3.5)	Trip	6	470000/=	2820000/=
5		Reinforcements for column (6Y16mm high yield steel)	kg	60	3050/=	183000/=
6		Reinforcements for cross beam (16mm high yield steel)	kg	115	3050/=	350750/=
7		Reinforcements for ring beam (16mm high yield steel)	kg	115	3050/=	350750
8		Reinforcements for roof slab i.e top and bottom (12mm high yield steel)	kg	1770	2850/=	5044500/=
9		10mm high yield steel ring for beam and column	kg	160	3750/=	600000/=
10		Supply of timber 1" x 8" @ 6m	pcs	78	16000/=	1248000/=
11		Supply of timber 2" x 4" @ 6m	pcs	120	8500/=	1020000/=
12		Supply of trees (mirunda) for roofing slab support @ 6m	pcs	300	—	—
13		Nail, 5", 4", 3" & 2"	Kg	250	4000/=	1000000/=
14		Soft fisher board	pcs	40	22000/=	880000/=
15		Binding wire 25kg	Bundle	2	125000/=	150000/=
16		DPC membrane	m	45	7500/=	337500/=
17		GS Pipe threaded on one side 110mm (@1m)	Pc	4	160000/=	640000/=
18		GS Pipe Elbow 110mm	no	4	58000/=	232000/=

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(8)
19		GS Pipe TEE 110mm	no	2	75000/-	150000/-
20		Nipple hexagonal 110mm	no	4	5000/-	20000/-
21		White cement	bags	5	45000/-	225000/-
22		Gypsum powder	bags	5	25000/-	125000/-
23		Sand paper (msasa) No. 120	m	10	1500/-	15000/-
24		External ladder with GS round pipe 52mm (12m @)	pcs	2	65000/-	130000/-
25		Internal ladder with Stainless Steel round pipe 52mm (12m @)	pcs	2	75000/-	150000/-
26		Red oxide paint (for GS pipe)	lts	2	8000/-	16000/-
27		Silver paint (for GS pipe)	lts	2	20000/-	40000/-
28		Supply of trees (mirunda) @ 3m	Pc	400	8500/-	340000/-
29		Supply of timber 1" x 4" @ 6m	no	35	5500/-	192500/-
30		Ceiling board nails	kgs	4	6000/-	24000/-
31		Concret nails 4"	Carton	1	10000/-	10000/-
32		Blocks (450 x 230 x 150) mm	no	18	25000/-	450000/-
33		Tank (300m <sup>3</sup> ) Plastic	no	1	190000/-	190000/-
34		Tank connector 3/4" IPS	no	1	15000/-	15000/-
35		Gate valve 3/4" (PEX)	no	1	18000/-	18000/-
36		Elbow 3/4" IPS	no	1	2000/-	2000/-
37		IPS pipe 3/4" Class 'C'	Pc	1	26000/-	26000/-
38		Steel bar 12mm	kg	10.7	3000/-	30000/-
39		Emulsion paint - 20LTS (white)	tins	3	40000/-	120000/-
40		Weather guard paint - 20LTS (Dutch blue)	tins	2	145000/-	290000/-
41		Oil colorpaint - 20LTS (Dutch blue)	tins	2	25000/-	50000/-

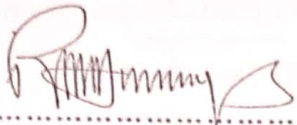


S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(8)
42		White cement	bags	3	45000/-	135000/-
43		Spatula	pcs	8	5000/-	40000/-
44		Solvent	lts	5	6000/-	30000/-
45		Brush 3" Ex-T2.	pcs	3	5000/-	15000/-
46		Roller 6"	pcs	4	5000/-	20000/-
47		Bitumen paint 4ltr	Kopo	3	25000/-	75000/-
48		Blocks (460 x 230 x 150)mm	pcs	450	25000/-	1125000/-
49		Wire measure	Pc	20	20000/-	400000/-
50		Plywood	Pcs	15	16000/-	240000/-
51		Steel bar 8mm for chamber cover handle	Pcs	2	15000/-	30000/-
		GRAND TOTAL				2172000/-

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above to the address below, at or before 03.00 PM local hours on Saturday, 27<sup>th</sup> November, 2021. Please return this document fully completed.

#### Attachment

1. A duly completed and signed power of Attorney.
2. A valid business license, VAT and TIN certificate.
3. A duly completed and signed priced offer as per schedule of rates and price attached.
4. Audited financial statements for the last three year or evidence of line of credit or availability of working capital of not less than TZS 50 million.
5. Evidence of performance of supply contracts of similar nature, volume and complexity. The bidder must furnish evidence of at least two contracts performed and successfully completed in the last three years.
6. Commitment letter for provision of EFD receipt

Authorized Signature: 

Name of Signatory: RASHED KASSEM

Title of Signatory: M.D.







THE UNITED REPUBLIC OF TANZANIA

BN. 21

Business Names (Registration) Ordinance (Cap. 213)

Search No.....Fee Paid Shs. 1000/- ERV.....<sup>20412672</sup> of 4/6/2004

Extract from Register

Business Names No...144932 Date of Registration 4/6/2004

1. Name of Business...RASHIED OMARY GENERAL SUPPLIES.

2. Proprietor RASHIED K. OMARY  
~~XXXXXXXXXX~~

3. Principal Place of Business...BUS STAND ROOM NO. 128  
NACHINGWEA

4. Authorized to operate Bank, Account etc. ....  
RASHIED K. OMARY

DAR ES SALAAM.

4<sup>th</sup> JUNE 2004  
G P Dsm—Tanzania.

*Lilian Romali*  
Deputy Registrar of Business Names

B/ID 174

TIN 226  
(Rev. 2/76)



JAMHURI YA MUUNGANO WA TANZANIA

# LESENI YA BIASHARA

## B 3523637

(Imetolewa chini ya Sheria ya Leseni za Biashara No. 25 ya Mwaka 1972 marekebisho ya mwaka 1980 na mchuzi yaliyo nyuma)

\*Tuta iroyetakiwa

1. Oriji iroyetakiwa NACHINGUSA DISTRICT GOVT
  2. Nambari ya Ushuru wa mpya TIN 101-844-684
  3. Leseni imetolewa kwa KASHIED K. OMARY  
 kumendesha biashara ya HARD WARE  
 katika Wilaya/Kamti\* ya NACHINGUSA Mtaa MWERA
  4. Ni ya Shina/Tawi\*  
 Ada Sh. 150,000/= Nambari ya Sita shamba NDC  
 ya tarehe 08/02/2021
  5. Mpya inaendeleza\* muda wa Leseni Na RENEWAL  
 ya tarehe 22/12/22
- (ii) Muda wa leseni hii utashit 30 Juni 20 22

Tarehe 08/02/2021

Sahibi wa Mchuzi wa Mchuzi Leseni  
AFSA BIASHARA (L)  
NACHINGUSA



ORIGINAL

\*GPSACUIS FORM NO.2

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF FINANCE AND PLANNING

0055024

GOVERNMENT PROCUREMENT SERVICES AGENCY (GPSA)

Agreement No. ....

FRAMEWORK AGREEMENT FOR SUPPLY OF COMMON USE  
ITEMS AND SERVICES

(Made under Regulation 132(3) of Public Procurement Regulations, 2013 as amended)

Tender for:

SUPPLY OF BUILDING MATERIALS, MACHINERY AND HARDWARE

To ALL PROCURING ENTITIES (Hereinafter referred to as the Employer)

(The undersigned hereinafter referred to as the supplier/service provider) hereby covenants to supply Common Use Items and Services described and scheduled hereafter in accordance with the terms and conditions set out below in the schedule of items herein attached.)

Dated this 1<sup>ST</sup> day of NOVEMBER 20 20

Witness Name ABEL ROMANUS Supplier Name RASHIED KASSIM OMARY M/s

Signature [Signature]

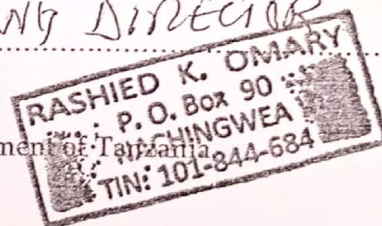
P.O Box 90 P.O Box

NACHINGWEA LINDI

Name of Signatory RASHIED KASSIM OMARY

Signature [Signature]

Title MANAGING DIRECTOR



The above tender is accepted by me on behalf of the Government of Tanzania

Witness Name ALLEN C. KASAMALA

Signature [Signature]

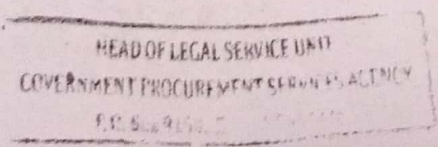
Title HEAD OF LEGAL UNIT

The Agency Name PROF. GERALDINE A. RASHELI

Signature [Signature]

Title CHIEF EXECUTIVE OFFICER - GPSA

Dated this [Signature] day of [Signature] 20 [Signature]



CTIN: 1993209



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015

**THIS IS TO CERTIFY THAT**  
**RASHIED KASSIM OMARY**

*T/A RASHIED OMARY GENERAL SUPPLIES*

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**101-844-684**

WITH EFFECT FROM: 09 May 2003

TRA LOCATION: LINDI

TAX OFFICE: NACHINGWEA

PHYSICAL LOCATION:

STREET / AREA: BUS STAND

ABDUL Y. MAPEMBE

OFFICIAL SEAL

AG. COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



**STANDARD POWER OF ATTORNEY**

**TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the [insert date, month and year] WE the undersigned [insert name of the company/donor] of [insert address of the company/donor], by virtue of authority conferred to us by the Board Resolution No. 22 of 1997 day of 2002 [insert year], do hereby ordain, nominate and appoint [insert name of donee] of [insert address of the donee] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [insert tender number] that is to say:

To act for the company and do any other thing or things incidental for [insert tender number] of [insert description of procurement] for the [insert name of the procuring entity];

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

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

SEALED with the common seal of the said [insert name of the company] and delivered in the presence of us this [insert date] day of [insert month] [insert year].

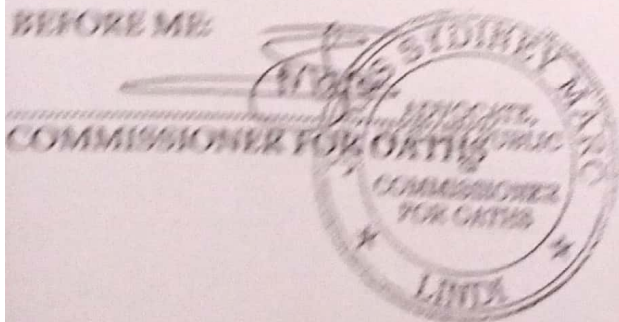
IN WITNESS whereof we have signed this deed on this [insert date] day of [insert month] [insert year] at [insert region] for and on behalf of [insert name of the company]

SEALED and DELIVERED by the  
Common Seal of [insert name of the donor/coy]  
This [insert date, month and year]



\_\_\_\_\_  
DONOR

BEFORE ME:




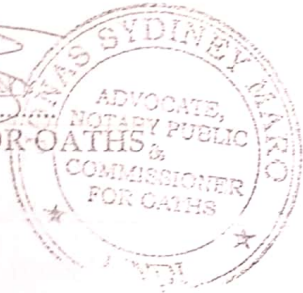
ACKNOWLEDGEMENT

I [insert name of donee] doth hereby acknowledge and accept to be Attorney of the said [insert name of the company/donor] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said  
[insert name of donee] Identified to me  
by [insert name] RASHED  
The latter known to me personally  
This [insert date, month and year],  
28/11/2021

  
.....  
DONEE

BEFORE ME

  
.....  
COMMISSIONER FOR OATHS &  




RASHIED KASSIM OMARY

S.L.P 90

NACHINGWEA

29/11/2021

MENEJA,

MAMLAKA YA MAJI SAFI NA TAKA RUANGWA

S.L.P 51

RUANGWA

YAH: UTHIBITISHO WA KUTOA RISITI YA MAUZO YA MFUMO WA  
KIELEKTRONIK(EFD)

Sawa na somo la hapo juu,

Mimi ni mfanyabiashara wa vifaa vya ujenzi na Hardware wilayani Nachingwea

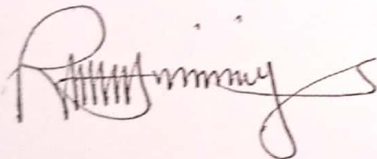
Mkoani Lindi, nachukua fursa hii kuthibitisha kuwa katika mauzo yote

nitakayofanya nitatoa risiti ya EFD.

Nakutakia utekelezaji mzuri wa majukumu yako.

Ahsante

RK Omary



# RUANGWA URBAN WATER SUPPLY AND SANITATION AUTHORITY

SIMU: +255 754312426 (MANAGER)  
NUKUSHI: +255 732 933 259 (DED)  
Barun Pepe: ruwasaruangwa2013@gmail.com



RUANGWA WSSA's OFFICE,  
P.O. Box 51,  
RUANGWA.

Ref; No; MAN/TB.100/3/VOL.II/10

Date: 28/11/2021

Managing Director,  
Rashied. Kassim Omary  
Box 90  
Nachingwea.

## RE: LETTER OF ACCEPTANCE

This is to notify you that your Bid dated 26<sup>th</sup> November, 2021 for execution of the Contract No.AE/080/MNWS/ZN/R/2021-2022/G/16 for Lot 4 - Supply of building materials at Ruangwa Water Supply and Sanitation Authority for the Contract Price of the equivalent of TZS 31,720,000 (thirty one millions seventy hundred and twenty only ) VAT Exclusive as corrected and modified in accordance with the instructions to bidders is hereby accepted.

You are requested to furnish the Performance Bond ended 30<sup>th</sup> 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 3,000,000 (three 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

MENEJA  
MAMLAKA YA MAJI  
RUANGWA MJINI



Copy

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 550  
Dodoma.
3. The Attorney General,  
P.O. Box 9551,  
Dar es Salaam
4. Tanzania Revenue Authority,  
P.O. Box 11490,  
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

RASHIED KASSIM OMARY,  
S.L.P 90,  
NACHINGWEA,  
26/11/2021.

MENEJA WA MAMLAKA YA MAJI SAFI  
NA TAKA RUANGWA  
S.L.P 51  
RUANGWA

**YAH: SHUKURANI YA KUTEULIWA KUTOA HUDUMA YA VIFAA VYA UJENZI**

Husika na somo hapo juu

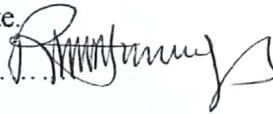
Na rejea barua yako yenye kumb no MAN/TB.100/3/VOL II/10 ya tarehe 26/11/2021.

Nachukua fulsa hii kutoa shukurani kwako kwa uteuzi huu na kuhaidi kuwa

Nitatekeleza kazi hii ya usambazaji wa vifaa vya ujenzi katika mradi wako kwa umakini na uhaminifu mkubwa. Aidha nitatekeleza masharti yote yaliyomo kwenye mkataba wa kazi hii.

Nakutakia utekelezaji mzuri wa majukumu yako.

Ahsante.



R.K Omary.

