

**CONTRACT NO: AE/048/2021-2022/W/13 - PROVISION OF LABOUR FOR
EXTENSION OF WATER SUPPLY NETWORK IN TANGA CITY (COVID
19 INTERVENTION PROJECT)**

Between

**TANGA WATER SUPPLY AND SANITATION
AUTHORITY**

And

**Ms.J.M TECHNICAL
PO BOX 1177
TANGA**

Form of Agreement

THIS AGREEMENT made the ^{17th}..... day of ^{November}.....2021 between Tanga Water Supply and Sanitation Authority of P.O. Box 5011, Tanga, Tanzania (hereinafter called "the Purchaser") of the one part and M/s. J.M. Technical of , P.O. Box 1177, Tanga (hereinafter called "the Supplier ") of the other part:

WHEREAS the Purchaser invited Bids for Provision of Labour for Extension of Water in Tanga City (Covid -19 Intervention Project) and has accepted a Bid by the Supplier for the supply of those goods in the sum of Tanzanian Shillings one hundred twenty-nine million one hundred thirty thousand six hundred [TZS 129,130,600 (VAT Exclusive)]. (hereinafter called "the contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

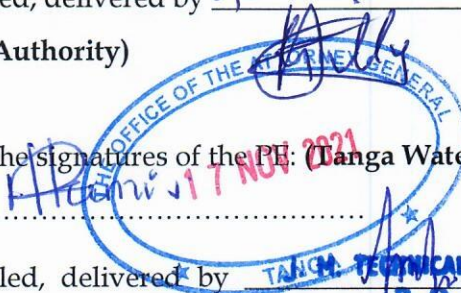
4. The PE hereby covenants to pay the Supplier in consideration of the supply of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by Geoffrey G. Hilly MD the _____ (Tanga Water Supply and Sanitation Authority)

MANAGING DIRECTOR
TANGA URBAN WATER SUPPLY
AND SANITATION AUTHORITY

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



Signed, sealed, delivered by TANGA TECHNICAL COMPANY LTD. the _____ (Ms.J.M Technical of P.O.Box 1177 Tanga)

P. O. Box 1177,
TANGA.

Witness to the signatures of the Supplier ((Ms.J.M Technical of P.O.Box 1177 Tanga)

:

FORM OF TENDER

2. Form of Tender

[date]

To: *TANWA BOARDS SECRETARY, TANWA UNWA*
 [name and address of Employer]

We *J.M. TECHNICAL CO LTD* [insert name of tenderer], offer to execute the [name and identification number of contract] in accordance with the Conditions of Contract accompanying this tender for the Contract Price of [amount in numbers], [amount in words] [name of currency].

The Contract shall be paid in the following currencies: *152,374,108/- ONE HUNDRED FIFTY TWO MILLION THREE HUNDRED AND EIGHTY FOUR THOUSAND ONLY.*

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:-

Amount	Currency
(a)	<i>TSH</i>
(b)	

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirming *TANWA UNWA* [insert name of the appointing authority] to be the appointing authority, to appoint the adjudicator incase of any arisen disputes in accordance with ITT 43.1[Adjudicator]

We are not participating, as tenders, in more than one tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer (s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

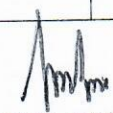
With reference to ITT 3.11, it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

J.M. Technical
J. M. TECHNICAL COMPANY (TZ) LTD
P. O. Box 1177,
TANGA.


BILL OF QUANTITIES

PROVISION OF LABOUR FOR EXTENSION OF WATER SUPPLY NETWORK IN
TANGA CITY (COVID 19 INTERVENTION PROJECTS)

LABOUR CHARGES					
B1	Trench Excavation	um	Qty	Rate	Amount
B1.1	Site clearance: cutting of grass along the proposed pipe line (1m width)	m ²	26460	100/=	2,646,000/=
B1.3	Trench Excavation depth from 0m but not exceed 1.1m deep hard soil for 6" pipe laying	m ³	6,609	2800/=	18,505,200/=
B1.4	Trench Excavation depth from 0m but not exceed 1m deep rocky soil for 4" & 3" pipe laying	m ³	4,119	2800/=	11,533,200/=
Sub total B1					32,684,400/=
B2	Pipe Bedding				
B2.1	Spread sand 50mm depth on a trench as pipe bedding	m ³	529.20	4000/=	2,116,800/=
Sub total B2					2,116,800/=
B3	Pipe laying				
B3.1	Loading and offloading of PVC pipes	pc	5277	100/=	527,700/=
B3.1	Lay OD 160mm uPVC pipe with rubber of pressure rating 10 bar at depth of 1.1m with width of 0.75m trench	m	1972	100/=	197,200/=
B3.2	Lay OD 110mm, 90mm uPVC pipe with rubber of pressure rating 10 bar at depth of 1m with width of 0.6m trench	m	28598	100/=	2,859,800/=
Sub total B3					3,584,700/=
B4	Installation of Pipe Fittings				
B4.1	Steel/DI Flanged Sluice valve 6" PN 16 with ring	pc	1	6000/=	6,000/=
B4.2	Steel/DI Flanged Sluice valve 4" PN 16 with ring	pc	2	5000/=	10,000/=
B4.3	Steel/DI Flanged Sluice valve 3" PN 16 with ring	pc	23	5000/=	115,000/=
B4.4	Flanged Air valve single orifice, DN90 PN16	pc	13	5000/=	65,000/=
B4.5	Steel/DI Flanged tee 6"x6"x6" PN16	pc	1	5000/=	5,000/=
B4.6	Steel/DI Flanged tee 6"x6"x4" PN16	pc	3	5000/=	15,000/=
B4.7	Steel/DI Flanged tee 6"x6"x3" PN16	pc	5	5000/=	25,000/=
B4.3	Steel/DI Flanged Reducing tee 4"x4"x4" PN 16	pc	3	5000/=	15,000/=
B4.3	Steel/DI Flanged tee 3"x3"x3" PN 16	pc	19	5000/=	95,000/=
B4.8	GS flange for End plate 6" heavy duty	pc	1	5000/=	5,000/=
B4.9	GS flange for End plate 4" heavy duty	pc	2	5000/=	10,000/=
B4.10	GS flange for End plate 3" heavy duty	pc	27	5000/=	135,000/=
Sub total B4					501,000/=
B5	Backfilling and Compaction				


J. H. TECHNICAL COMPANY (T.) LTD
 P. O. Box 1177.
 TANGA.

B5.1	Backfill trench and compact with selected materials	m ³	18,381	1500k	27,571,500k
Sub total B5					27,571,500k
B6	Chambers, Marker post, Thrust block, Achor block				
B6.1	Provide materials and construction of valve chamber with enough working space as instructed by Supervisor (1m width x 1.2m length x 1.2m depth)	Nr	46	750,000k	34,500,000k
B6.2	Provide materials and construction of reinforced pipe line marker post as instructed by Supervisor	Nr	353	50,000k	17,650,000k
B6.4	Provision of materials and construction of anchor block	Nr	44	220,000k	9,680,000k
B6.4	Transportation to site (2 km)	Trip	06	140,000k	843,000k
Sub total B6					62,673,000k
Total for Labour = (B1+B2+B3+B4+B5+B6)					129,130,600k
TOTAL FOR MATERIALS AND LABOUR = (A1) + (B1+B2+B3+B4+B5+B6)					129,130,600k
ADD 18% VAT FOR MATERIALS COSTS					23,243,508k
GRAND TOTAL					152,374,108k


J. M. TECHNICAL COMPANY (TZ) LTD.
 P. O. Box 1177.
 TANGA.

**PROVISION OF LABOUR FOR EXTENSION OF WATER SUPPLY NETWORK IN TANGA CITY
(COVID 19 INTERVENTION PROJECTS)**

LABOUR CHARGES						
B1	Trench Excavation	um	Qty	Ra te	Amount	Completed schedule
B1.1	Site clearance: cutting of grass along the proposed pipe line (1m width)	m ²	26460			4 Months
B1.3	Trench Excavation depth from 0m but not exceed 1.1m deep hard soil for 6" pipe laying	m ³	6,609			4 Months
B1.4	Trench Excavation depth from 0m but not exceed 1m deep rocky soil for 4" & 3" pipe laying	m ³	4,119			4 Months
Sub total B1						
B2	Pipe Bedding					4 Months
B2.1	Spread sand 50mm depth on a trench as pipe bedding	m ³	529.20			4 Months
Sub total B2						
B3	Pipe laying					4 Months
B3.1	Loading and offloading of PVC pipes	pc	5277			4 Months
B3.1	Lay OD 160mm uPVC pipe with rubber of pressure rating 10 bar at depth of 1.1m with width of 0.75m trench	m	1972			4 Months
B3.2	Lay OD 110mm, 90mm uPVC pipe with rubber of pressure rating 10 bar at depth of 1m with width of 0.6m trench	m	28598			4 Months
Sub total B3						
B4	Installation of Pipe Fittings					4 Months
B4.1	Steel/DI Flanged Sluice valve 6" PN 16 with ring	pc	1			4 Months
B4.2	Steel/DI Flanged Sluice valve 4" PN 16 with ring	pc	2			4 Months
B4.3	Steel/DI Flanged Sluice valve 3" PN 16 with ring	pc	23			4 Months
B4.4	Flanged Air valve single orifice, DN90 PN16	pc	13			4 Months
B4.5	Steel/DI Flanged tee 6"x6"x6" PN16	pc	1			4 Months
B4.6	Steel/DI Flanged tee 6"x6"x4" PN16	pc	3			4 Months
B4.7	Steel/DI Flanged tee 6"x6"x3" PN16	pc	5			4 Months
B4.3	Steel/DI Flanged Reducing tee 4"x4"x4" PN 16	pc	3			4 Months
B4.3	Steel/DI Flanged tee 3"x3"x3" PN 16	pc	19			4 Months
B4.8	GS flange for End plate 6" heavy duty	pc	1			4 Months
B4.9	GS flange for End plate 4" heavy duty	pc	2			4 Months

B4.10	GS flange for End plate 3" heavy duty	pc	27			4 Months
Sub total B4						
B5	Backfilling and Compaction					4 Months
B5.1	Backfill trench and compact with selected materials	m ³	18,381			4 Months
Sub total B5						
B6	Chambers, Marker post, Thrust block, Achor block					4 Months
B6.1	Provide materials and construction of valve chamber with enough working space as instructed by Supervisor (1m width x 1.2m length x 1.2m depth)	Nr	46			4 Months
B6.2	Provide materials and construction of reinforced pipe line marker post as instructed by Supervisor	Nr	353			4 Months
B6.4	Provision of materials and construction of anchor block	Nr	44			4 Months
B6.4	Transportation to site (2 km)	Trip	06			4 Months
Sub total B6						
Total for Labour = (B1+B2+B3+B4+B5+B6)						
TOTAL FOR MATERIALS AND LABOUR = (A1) + (B1+B2+B3+B4+B5+B6)						
ADD 18% VAT FOR MATERIALS COSTS						
GRAND TOTAL						

Works are to be completed within 4 months from the date of signing the contract

General Conditions of Contract

General Conditions of Contract

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

			severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE
		3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.4	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
		3.5	The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 - Government Notice No. 446 and Public Procurement (amendment) Regulations 2016, Government Notes. No.333 except as provided hereinafter.
		3.6 .	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract. Foreign firms shall be required to submit confirmation of eligibility from Tanzania statutory body at the time of submission
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: <ul style="list-style-type: none"> a) Are associated or have been associated in the past,

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

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

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

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

Special Conditions of Contract

Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: Tanga Water Supply and Sanitation Authority (Tanga-UWASA)
2.	1.1(j)	The Contractor is: J.M Technical, P.O.Box 1177 Tanga
		Contract Duration: from 20th November,2021 to 19th March,2022
3.	1.1(q)	The Project is: Provision of Labour for Extension of Water Network in Tanga City (Covid 19 Intervention Project)
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the Laws of Tanzania
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is Tanzania
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price shall be: Fifteen percent (15%) of the contract price.
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to the maximum of two percent (2%) of the contract price to cover the supplier's warranty obligations in accordance with Clause GCC 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

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

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

Warranty (GCC 18)		
16.	18.2	<p>GCC 17.2– In partial modification of the provisions, the warranty period shall be 4,320 hours of operation or SIX (6) months from date of acceptance of the Goods or 8 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p style="margin-left: 40px;">(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p> <p style="margin-left: 40px;">(b) Pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: one (01) Month
Payment (GCC 19)		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Not Applicable</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p style="margin-left: 40px;">(i) Advance Payment: Not Applicable</p> <p style="margin-left: 40px;">(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.</p> <p style="margin-left: 40px;">(iii) On Acceptance: 100 percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p>

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

		with the rules and regulation published by Tanzania Institute of Arbitrators.
24.	33.1	Appointing Authority for the Adjudicator is Tanzania Institute of Arbitrators
	Notices (GCC 35)	
26.	35.1	<p>Procuring Entity's address for notice purposes: Managing Director; Tanga Urban Water Supply and Sanitation Authority, Street 3/Swahili, P.O.Box 5011 Tanga, Tanzania, Phone number 027-2644626/7 Fax 027-2647045</p> <p>– Supplier's address for notice purposes: Ms. J.M. Technical ; P.O.Box 1177, Tanga</p>

10/11

Employer's Notification of Award.



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



reply please quote :

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

Date: **17/11/2021**

JM Technical,
P.o. Box 1177,
Tanga.

Re: **TENDER NO. AE/048/2021 – 2022/W/13-FOR PROVISION OF LABOUR FOR EXTENSION OF WATER SUPPLY NETWORK EXTENSION IN TANGA CITY (COVID-19 INTERVENTION PROJECT)**

Sub: **Letter of Acceptance**

Please refer the above mentioned tender.

2. This is to notify you that your bid dated 15/11/2021 for execution of the contract No. **NO. AE/048/2021 – 2022/W/13-For Provision of Labour For Extension of Water Supply Network Extension In Tanga City (Covid-19 Intervention Project)** to Tanzanian shillings One Hundred Twenty Nine Million One Hundred Thirty Thousand Six Hundred Only [TZS 129,130,600 (VAT Exclusive)] is hereby accepted by the Authority.

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

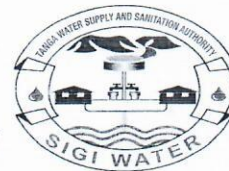
4. Kindly acknowledge receipt of this letter before 17th November 2021 at 14:00 Local hours

5. Thank you for your cooperation.

Eng. Geoffrey G. Hilly
MANAGING DIRECTOR



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



In reply please quote :

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

Date: 17.11.2021

Managing Director,
Lasso Building Contractor
P.O. Box 67070
DAR ES SALAAM.

Re: BID NO. AE/048/2021 – 2022/W/13-FOR PROVISION OF LABOUR FOR
EXTENSION OF WATER SUPPLY NETWORK EXTENSION IN TANGA CITY (COVID-
19 INTERVENTION PROJECT)

Sub: Intention of Contract Award.

Reference is made to the above captioned subject.

2. This is to inform you that, Tanga-UWASA, pursuant to Section 60 (3) of Public Procurement Act (PPA) No. 07 of 2011 as amended by Section 18 (a) of the Public Procurement (Amendment) Act, 2016, do hereby issue this Notice of Intention to Award the contract NO. AE/048/2021 – 2022/W/13-For Provision of Labour For Extension of Water Supply Network Extension In Tanga City (Covid-19 Intervention Project)

Lot No	Name of Bidder	Bid Price (Tshs)	VAT 18%
1	Ms JM TECHNICAL PO BOX 1177 TANGA	129,130,600	Exclusive

3. TANGA - UWASA Tender Board at its meeting held on 16th November 2021 bid disqualified your bid opened on 17.11.2021 because of higher prices .

4. Thank you for your interest and participation on the above-mentioned tender.

Eng. Geoffrey G.Hilly
MANAGING DIRECTOR