Agreement No. ZECO/GR/02/2021/02



CONTRACT AGREEMENT

BETWEEN

ZANZIBAR ELECTRICITY COOPERATION

AND

FASIMA GENERAL TRADERS

FOR THE SUPPLY OF HIGH TENSION &LOW TENSION UNDER COVID 19
PROJECT

WHERE AS:

THIS CONTRACT AGREEMENT is made this of day of

BETWEEN

Zanzibar Electricity Corporation of P.O. Box 235, Gulioni, Zanzibar (hereinafter referred to as "the Client" which expression includes its successor and assignee) of the one part,

AND

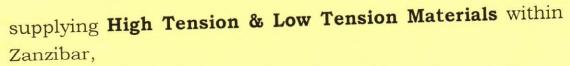
Fasima General Traders of P.O.BOX 3654, Muembe ladu, Zanzibar (hereinafter referred to as "the Supplier" which expression includes its successor and assignee) of the other part:

WHERE AS:

- a. The Purchaser is an autonomous body established under the laws of Zanzibar for the Supply of Electricity,
- b. The Supplier is an undertaking registered under the laws of Zanzibar and which authorized to trade in the business of







- c. The Purchaser is in demand of the High Tension & Low Tension Materials in the sum of TZS One Billion, Six Hundred Fifty Million, Nine Hundred Thousand Nighty Five Thousand, Eighty Hundred Eight Only (VAT INCLUSIVE) in words (TZS 1,650,995,880.00) and
- d. The Supplier has won the lot 2B floated by the Purchaser inviting tenders for the supply of **High Tension & Low Tension Materials**.

THEREFORE, ON THE BASIS OF PRINCIPLES OF EQUALITY AND MUTUAL INTERESTS, THE PARTIES DO HEREBY AGREE AS:

- 1. The following documents are forming part to the contract and shall be considered as mutually explanatory of one another:
 - a. This Form of Contract
 - b. Price Schedule submitted by the Tenderer;
 - c. The Schedule of Requirements;
 - d. The Technical Specifications;
 - e. The manufacturer authorization;
 - f. The anti-bribery/ code of conduct,
 - g. The Special Conditions of Contract;
 - h. The General Conditions of Contract and;
 - i. Power of attorney;
- 2. This contract shall prevail over the other documents part of the contract and in the event of any discrepancy or inconsistency within the contract documents, the documents shall prevail in the descending order as arranged in the clause 1 of this contract.





- 3. In consideration of the payments to be made by the Purchaser to the **Supplier** as hereinafter stated, the **Supplier** shall supply the **High Tension and Low Tension Materials** to the Purchaser in conformity, in all respect, with the provision of the Contract and remedy defects therein.
- 4. Subject to clause 3 of this contract, the **Purchaser** hereby covenants to pay the **Supplier** in consideration of the supply, 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 in the Contract.
- 5. This contract may not be amended, or otherwise extended, except by written contract between the parties and no other purported amendment or extension thereof shall be effective.

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized agents, set their hands the day, month and the year as herein indicated.

Signed for and on behalf of the Supplier:

	RAJAB	MOHA	MGCNI	In the presence of	
Name	MAJAB	1110172	MIGENI	In the presence of	

Designation MANAGING DIRECTOR (MD) Name ... D. E. LAN. ALI HASSEL

Signature.

Signature....

GENERAL TRADES SONT TEL.: 2552422 30504/5 VIN: 129-190-957, ZRB: 070-001-957 Z: 025387285 ZANZIBAR

Signed for and on behalf of the Purchaser:

Name 14ABIT-8 WHAMIS

In the presence of:

Designation Ag. GENERAL MANAGER Name ARAFA S' KHAMUS

Signature....

Signature....

ZANZIBAR ELECTRICITY CORPORATION P. O. Box 235

SIGN.....

DATE.....





General Conditions of Contract

				1 11 1- 0
1.	Definit	1.1	In th	is Contract, the following terms shall be
	ions		inter	preted as indicated:
			a)	"The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			b)	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			c)	"The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
			d)	"Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials, which the Supplier is required to supply to the Purchaser under Contract.
			f)	"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial





	1 11: 1: of
	maintenance and other such obligations of the Supplier covered under the Contract.
g)	"GCC" means the General Conditions of Contract contained in this section.
h)	"SCC" means the Special Conditions of Contract.
i)	"The Purchaser" means the entity purchasing the Goods and related service, as named in SCC .
j)	"The Supplier" means the individual private or government entity or a combination of the above who's Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
k)	"The Project Site" where applicable, means the place or places named in SCC.
1)	"Day" means calendar day.
m)	'Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause
n)	'Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
0)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
p)	"Origin" means the place where the Goods were mined, grown, or produced or from



			W	which the Services are supplied. Goods are roduced when, through manufacturing,	
			p	roduced when, unfough manufacturing,	
			p	rocessing, or substantial and major	
			a	ssembly of components, a commercially	
				ecognized new produce results that is	
			S	ubstantially different in basic	
				haracteristics or in purpose or utility from	
			i	ts components.	
			q)	"Force Majeure" means an event or	
			5	situation beyond the control of the Supplier	
			8	and not involving the Supplier's fault or	
			1	negligence and not foreseeable, is	
			1	unavoidable, and is not due to negligence or	
]	ack of care on the part of the Supplier.	
2.	Applic	2.1	These	General Conditions shall apply to the	
	ation		exten	t that provisions of other parts of the	
			Cont	ract do not supersede them.	
3.	Govern	3.1	The Contract as all correspondence and		
	ing		documents relating to the contract exchanged by		
	Langua		the S	Supplier and the Purchaser shall be written	
	ge		in th	ne language specified in SCC. Subject to	
			GCC	Clause 3.1, the version of the Contract	
			1	en in the specified language shall govern its	
			inter	pretation.	
4.	Applic	4.1	The	contract shall be governed and interpreted	
	able			ecordance with the laws of Zanzibar, unless	
	Law		othe	rwise specified in SCC.	
5.	Countr	5.1		origin of Goods and Services is distinct from	
	y of		the 1	nationality of the Supplier.	
	Origin				





			11 0 1 11
6.	Standa	6.1	The Goods supplied under this Contract shall
	rds		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.
-	Use of	7.1	The Supplier shall not, without the Purchaser's
7.		7.1	prior written consent, disclose the Contract, or
	Contra		any provision thereof, or any specification, plan,
	ct		drawing, pattern, sample, or information
	Docum		furnished by or on behalf of the Purchaser in
	ents		connection therewith, to any person other than
	and		a person employed by the Supplier in the
	Inform		a person employed by the Supplier in the
	ation;		performance of the Contract. Disclosure to any
	Inspec		such employed person shall be made in
	tion		confidence and shall extend only so far as may
	and		be necessary for purposes of such performance.
	Audit		
	by the		
	Govern		
	ment		
	of		
	Zanzib		
	ar		
		7.2	The Supplier shall not, without the Purchaser's
			prior written consent, make use of any
			document or information enumerated in GCC
			Clause 7.1 except for purposes of performing the
			Contract.
		7.3	Any document, other than the Contract itself,
		7.0	enumerated in GCC Clause 7.1 shall remain the
			property of the Purchaser and shall be returned
			(all copies) to the Purchaser on completion of the
			Supplier's performance under the Contract if so
			required by the Purchaser.
			required by the rule haser.



		7.4	permit the Revolutionary
			Government of Zanzibar 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
			Revolutionary Government of Zanzibar or / and
			the appropriate donor agencies, if so required by
			the Revolutionary Government of Zanzibar or /
			and the appropriate donor agencies.
8.	Patent	8.1	The Supplier shall indemnify the Purchaser
	and		against all third-party claims of infringement of
	Copyri		patent, trademark, or industrial design rights
	ghts		arising from use of the Goods or any part thereof
			in Zanzibar.
		8.2	The patent right in all drawings, documents, and
			other materials containing data and information
			furnished to the Purchaser by the Supplier
			herein shall remain vested in the supplier, or, if
			they are furnished to the Purchaser directly, or
			through the Supplier by any third party,
			including suppliers of materials, the patent right
			in such materials shall remain vested in such
			third party.
9.	Perfor	9.1	Within thirty (30) days of receipt of the
	mance		notification of Contract award, the successful
	Securit		Tenderer shall furnish to the Purchaser the
	У		performance security in the amount specified in
			SCC.
		9.2	The proceeds of the performance security shall
			be payable to the Purchaser as compensation for
			any loss resulting from the Supplier's failure to
			complete its obligations under the Contract.
			o made the contract.



		9.3	The performance security shall be denominated		
			in the currency of the Contract, or in a freely		
			convertible currency acceptable to the Purchaser		
			and shall be in one of the following forms:		
			a) A bank guarantee, an irrevocable letter of		
			credit issued by a reputable bank, or an		
			insurance bond issued by a reputable		
			insurance firm located in		
			Zanzibar/Tanzania or abroad, acceptable to		
			the Purchaser, in the form provided in the		
			Tendering documents or another form		
			acceptable to the Purchaser; or		
			b) A cashier's or certified check.		
		9.4	The performance security will be discharged by		
			the Purchaser and returned to the Supplier not		
			later than thirty (30) days following the date of		
			completion of the Supplier's performance		
			obligations under the Contract, including any		
			warranty obligations, unless otherwise specified		
			in SCC.		
1	Inspec	10.1	The Purchaser or its representative shall have		
0	tions		the right to inspect and /or to test the Goods to		
	and		confirm their conformity to the Contract		
	Test		specifications at no extra cost to the Purchaser.		
			SCC and the Technical Specifications shall		
			specify what inspections and tests the Purchaser		
			shall notify the Supplier in writing, in a timely		
			manner, of the identity of any representatives		
			retained for these purposes.		



10	.2 7	The inspections and tests may be conducted on
	t	the premises of the Supplier or its
		subcontractor(s), at point of delivery, and/or at
	1	the Goods' final destination. If conducted on the
		premises of the Supplier or its subcontractor(s),
		all reasonable facilities and assistance,
		including access to drawings and production
		data, shall be furnished to the inspectors at no
		charge to the Purchaser.
10).3	Should any inspected or tested Goods fail to
		conform to the Specifications, the Purchaser
		may reject the Goods, and the Supplier shall
		replace the rejected Goods to meet specification
		requirements free of cost to the Purchaser.
10	0.4	The Purchaser's right to inspect, test and, where
		necessary, reject Goods after the Goods' arrival
		in the Purchaser's country shall in no way be
		limited or eared by reason of the Goods having
		previously been inspected, tested, and passed by
		the Purchaser or its representative prior to the
		Goods' shipment from the country of origin.
10	0.5	Nothing in GCC Clause 10 shall in any way
		release the supplier from any warranty or other
		obligations under this Contract.





	T		
1	Packin	11.1	The supplier shall provide such packing of the
1	g		Goods as is required to prevent their damage or
			deterioration during transit to their final
			destination, as indicated in the Contract. The
			packing shall be sufficient to withstand, without
			limitation, rough handling during transit and
			exposure to extreme temperatures, salt and
			precipitation during transit, and open storage.
			Packing case size and weights shall take into
			consideration, where appropriate, the
			remoteness of the Goods final destination and
			the absence of heavy handling facilities at all
			points in transit.
		11.2	The packing, marking, and documentation
			within and outside the packages shall comply
			strictly with such special requirements as shall
			be expressly provided for in the Contract,
			including additional requirements, if any,
			specified in SCC, and in any subsequent
			instructions ordered by the Purchaser.
1	Deliver	12.1	The Supplier in accordance with the terms
2	y and		specified in the Schedule of Requirements shall
	Docum		make delivery of the Goods. The details of
	ents		shipping and / or other documents to be
			furnished by the Supplier are specified in SCC .
		12.2	For purposes of the Contract, "EXW" "FOB"
			"FCA", "CIF", "CIP," and other trade terms used
			to describe the obligations of the parties shall
			have the meanings assigned to them by the
			current edition of INCOTERMS published by the
			International Chamber of Commerce, Paris.
		12.3	Documents to be submitted by the Supplier are
			specified in SCC.
			specified in SCC.





1	Insura	13.1	The Goods supplied under the Contract shall be
3	nce		fully insured in a freely convertible currency
			against loss or domes : : :
			manufacture or acquisition to
			manufacture or acquisition, transportation,
			storage, and delivery in the manner specified in
1	Tronge	1.4.1	the SCC.
4	Transp	14.1	Where the Supplier is required under Contract
4	ortatio		to deliver the Goods FOB, transport of the
	n		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 and the
			Supplier is required under the Contract to
			deliver the Goods FCA, transport of the Goods
			and delivery into the custody of the carrier at the
			place named by the Purchaser or other agreed
			point shall be arranged and paid for by the
			Supplier, and the cost thereof shall be included
			in the Contract Price.
		14.2	Where the Supplier is required under Contract
			to deliver the Goods CIF or CIP, transport of the
			Goods to the port of destination or such other
			named place of destination in Dar-es- Salaam,
			as shall be specified in the Contract, shall be
			arranged and paid for brette G
			arranged and paid for by the Supplier, and the
			cost thereof shall be included in the Contract Price.
		-	TICE.



1 5.	Incide ntal Servic es	14.3	Continue destinand Continue Price The Stall of	re the Supplier is required under the ract to transport the Goods to a specified of destination within Zanzibar, defined as Project Site, transport to such place of nation in Zanzibar, including insurance storage, as shall be specified in the ract, shall be arranged by the Supplier, and ed costs shall be included in the Contract. Supplier may be required to provide any or the following services, including additional ces, if any, specified in SCC:
			a) b)	Performance or supervision of on-site assembly and/or start-up of the supplied Goods; Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and.
			e)	Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	T		
	15.2	servi the (es charged by the Supplier for incidental ces, if not included in the Contract Price for Goods, shall be agreed upon in advance by parties and shall not exceed the prevailing
			charged to other parties by the Supplier for ar services
Spare Parts	16.1	mate perta	pecified in SCC, the Supplier may be red to provide any or all of the following rials, notifications, and information ining to spare parts manufactured or buted by the Supplier:
		a)	Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts: i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts,
	-	Spare 16.1	servi the (the prates simil Spare 16.1 As servi rates simil Parts requirement mate perta distri a)





			ti ments that the Goods
1	Warrant	17.1	The Supplier warrants that the Goods
7.	У		supplied under the Contract are new,
	3		unused, of the most recent or current
			models and those they incorporate all recent
			improvements in design and materials
			unless provided otherwise in the Contract.
			The Supplier further warrants that all Goods
			supplied under this Contract shall have no
			defect, arising from design, materials, or
			workmanship (except when the design
			and/or material is required by the
			Purchaser, specifications) or from any act or
			omission of the Supplier that may develop
			under normal use of the supplied Goods in
			under normal use of the supplied does in
			the conditions prevailing in Zanzibar.
		17.2	This warranty shall remain valid for a period
			specified in the SCC after the Goods, or any
			portion thereof as the case may be, have
			been delivered to and accepted at the final
			destination indicated in the Contract, or for
			a period specified in the SCC after the date
			of shipment from the port or place of loading
			in the source country, whichever period
			concludes earlier, unless specified
			otherwise in SCC.
		17.3	The Purchaser shall promptly notify the
			Supplier in writing of any claims arising
			under this warranty.





		17.4	Upon receipt of such notice, the Supplier
		17	shall, within the period specified in SCC
			and with all reasonable speed, repair or
			and William Teasonable Speed, 11
			replace the defective Goods or parts thereof,
			without costs to the Purchaser 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.
		1 = =	If the Supplier, having been notified, fails to
		17.5	If the Supplier, flaving been received
			remedy the defect(s) within the period
			specified in SCC, the Purchaser 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 Purchaser may have
			against the Supplier under the Contract.
	_	10.1	1 1'' of a symmetry to be
1	Paymen	18.1	made to the Supplier under this Contract
8.	. t		made to the Supplier under this contract
			shall be specified in SCC .
		18.2	The Supplier's request(s) for payment shall
			be made to the Purchaser in writing,
			accompanied by an invoice describing, as
			appropriate, the Goods delivered and
			Services performed, and by documents
			submitted pursuant to GCC Clause 12, and
			upon fulfillment of other obligations
			stipulated in the Contract.
			supulated in the contract.



			1
			The Purchaser shall make payments promptly, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser 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 SCC .
		18.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC 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. All payments shall be made in the currency
			or currencies specified in the SCC pursuant to GCC Clause 18.4
1 9.	Prices	19.1	the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		19.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be.



2	Change	20.1	The Purchaser may at any time, by a written
0.	Orders		order given to the Supplier pursuant to GCC
٠.			Clause 21, make changes within the general
			scope of the Contract in any one or more of
			the following:
			a) Drawings, designs, or specifications,
			where Goods to be furnished under the
			Contract are to be specifically
			manufactured for the Purchaser;
			b) The method of shipment or packing;
			C 1 1' and /or
			1 1 marridad by the
			d) The Services to be provided by the Supplier.
		20.0	the state of the s
		20.2	decrease in the cost of, or the time required
			for, the Supplier's performance of any
			provisions under the Contract an equitable
			provisions under the Contract air equitable
			adjustment shall be made in the Contract
			Price or delivery schedule, or both, and the
			Contract shall accordingly be amended. Any
			claims by the Supplier for adjustment under
			this clause must be asserted within thirty
			(30) days from the date of the Supplier's
			receipt of the Purchaser's change order.
		20.3	Prices to be charged by the supplier for any
			related services that might be needed but
			which were not included in the Contract
			shall be agreed upon in advance by the
			Parties and shall not exceed the prevailing
			rates charged to other parties by the
			Supplier for similar services.
2	Contrac	21.1	1 Subject to GCC Clause 20, no variation in or
1	t		modification of the terms of the Contract
	Amend		shall be made except by written amendment
	ments		signed by the parties.



2 2 3	Assignm ent Subcont racts	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier
		23.2	from any liability or obligation under the contract.

24 Delays in the Supplier's s Performa nce 24 If at any time during performance of the Goods and performance of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact of the Purchaser in writing of the fact of the Purchaser in writing of the fact of the Goods and performance of the Purchaser in writing of the fact				cut of the and norformance of
Supplier's prescribed by the Purchaser in the Schedule prescribed by the Purchaser in the Schedule of Requirements. 24 If at any time during performance of the Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s), soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidated damages, in which case the extension si	24	Delays	24	Delivery of the Goods and performance of
Supplier's prescribed by the Purchaser in the Schedule prescribed by the Purchaser in the Schedule of Requirements. 24 If at any time during performance of the Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s), soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidated damages, in which case the extension si		in the	.1	Services shall be made by the Supplier in
prescribed by the Purchaser in the Schedular of Requirements. 24 If at any time during performance of the Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s), soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidated damages, in which case the extension she				accordance with the time schedule
performa nce 24 If at any time during performance of the Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s), soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidated damages, in which case the extension she				prescribed by the Purchaser in the Schedule
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24 If at any time during performance of the Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s), soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidated damages, in which case the extension she		Performa		of Requirements.
Contract, the Supplier or its subcontractor should encounter conditions impeding time delivery of the Goods and performance Services, the Supplier shall promptly not the Purchaser in writing of the fact of delay, its likely duration and its cause(s). soon as practicable after receipt of Supplier's notice, the Purchaser she evaluate the situation and may at discretion extend the Supplier's time performance, with or without liquidate damages, in which case the extension should be a supplier or its subcontractor.		nce		0.11
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performance, with or without liquidated damages, in which case the extension sl				evaluate the situation and may at its
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be ratified by the parties by amendmen				damages in which case the extension shall
be ratified by the parties by affections				1 wified by the parties by amendment of
Contract.				Contract.



25 .	Liquidat ed Damages	3	Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages. Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.
26	Termina tion for Default	26 .1 26 .2	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to the
		.2	following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified



	in the Contract, or within any extension
	thereof granted by the Purchaser
	pursuant to GCC Clause 24; or
	c athor
(b)	the Supplier fails to perform any other
	obligation(s) under the Contract;
(c)	
	repudiated the contract.
(d)	The Purchaser or the Supplier is made
	bankrupt or goes into liquidation other
	than for a reconstruction or
	amalgamation;
e'	a payment is not paid by the Purchaser
	to the Supplier within 84 days of the due
	date for payment;
0	the Purchaser gives Notice that goods
(f)	delivered with a defect is a fundamental
	breach of Contract and the Supplier fails
	to correct it within a reasonable period of
	time determined by the Purchaser; and
g	The supplier, in the judgment of the
	Purchaser, has engaged in corrupt or
	fraudulent practices in competing for or
	in exacting the Contract.
I	For the purpose of this clause:
	Corrupt practice" means the offering, giving,
1	receiving, or soliciting of anything of value to
1	nfluence the action of a public official in the procurement process or in contract
	execution and includes, inter alia, bribery
	and extortion or coercion which involves
	threats of injury to person, property or
	reputation, and



		26 .4	"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Tenderers (prior to or after Tender submission) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27	Force Majeure	27	Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.



		27	If a Force Majeure situation arises, the
		.2	Supplier shall promptly notify the Purchaser
			in writing of such condition and the cause
			thereof. Unless otherwise directed by the
			Purchaser in writing, the Supplier shall
			continue to perform its obligations under the
			Contract as far as is reasonably practical,
			and shall seek all reasonable alternative
			and shall seek all reasonable atternative
			means for performance not prevented by the
			Force Majeure event.
28	Termina	28	The Purchaser may at any time terminate the
	tion for	.1	Contract by giving written notice to the
	Insolven		Supplier if the Supplier becomes bankrupt or
	cy		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 that has accrued or will accrue
			thereafter to the Purchaser
29	Termina	29	The Purchaser, by written notice sent to the
49	tion for	.1	Supplier, may terminate the contract, in
•	Conveni	. 1	whole or in part, at any time for its
			convenience. The notice of termination shall
	ence		specify that termination is for the
			Purchaser's convenience, the Contract is
			terminated, and the date upon which such
			termination becomes effective.
		29	1 11 second that
		.2	are complete and ready for shipment within
		.2	thirty (30) days after the Supplier's receipt of
			notice of termination at the Contract terms
			and price. For the remaining Goods, the
			Purchaser may elect: To have any portion completed and
			1 1 1 1 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. If any dispute or difference of any kind
30	Disputes	30 .1	whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		30 .2	If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, and then either the Purchaser or the Supplier may give notice for arbitration
		30	If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Arbitration within 14 days of the notification of the decision.
31	Procedur e for Disputes	.1	The Arbitration shall stated in the SCC give a decision in writing within 28 days of receipt of a notification of a dispute.



		31	The Arbitrator shall be paid by the hour at						
		.2	the rate specified in the SCC , together with						
	25		reimbursable expenses of the types specified						
			in the SCC, and the cost shall be divided						
			equally between the Purchaser and the						
			Supplier, whatever decision is reached by the						
			Arbitrator. Either party may refer a decision						
			to an Arbitrator within 28 days of the written						
			decision. If neither party refers the dispute						
			to arbitration within the above 28 days, the						
			to arbitration within the above 25 days, and						
			Arbitrator's decision will be final and						
			binding.						
		31	The arbitration shall be conducted in						
		.3	accordance with the arbitration procedure						
			published by the institution named and in						
			the place shown in the SCC .						
32	Replace	32	Should the Arbitrator resign or die, or should						
	ment of	.1	the Purchaser and the Supplier agree that						
	Arbitrato		the Arbitrator is not functioning in						
	r		accordance with the provisions of the Contract a new Arbitrator will be jointly						
			appointed by the Purchaser and the Supplier. In case of disagreement between						
			the Purchaser and the Supplier, within 30						
			days, the Arbitrator shall be designated by						
			the Appointing Authority designated in the						
			SCC at the request of either party, within 14						
			days of receipt of such request.						
33	Limitati	33	c : i = 1 magligange or						
00	on of	.1	the case of						
•	Liability	10000000	infringement pursuant to GCC Clause 8,						
			a) The supplier shall not be liable to the						
			Purchaser, whether in contract, tort, or						
			otherwise, for any indirect or						
			consequential loss or damage, loss of						
			use, loss of production, or loss of profits						
			olov, reserve						



			11 1 11 1 11 11						
			or interest costs, provided that this						
			exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser;						
			and						
			b) The aggregate liability of the Supplier to						
			the Purchaser, whether under the						
			Contract, in tort or otherwise, shall not						
			exceed the total Contract Price, provided						
			that this limitation shall not apply to the						
			cost of repairing or replacing defective						
			equipment or to any obligation of the						
			Supplier to indemnify the Purchaser with						
			Supplier to Indentify the Furchaser was						
			respect to patent infringement						
34	Notices	34	Any notice given by one party to the other						
		.1	pursuant to this Contract shall be sent to the						
			other party in writing or by cable, telex, or						
			facsimile and confirmed in writing to the						
			other party's address specified in SCC. The						
	3:		term "in writing" means communicated in						
			written form with proof of receipt.						
		34	A notice shall be effective when delivered or						
		.2	on the notice's effective date, whichever is						
			later.						
35	Taxes	35	A foreign Supplier shall be entirely						
	and	.1	responsible for all taxes, stamp duties,						
	Duties		license fees, and other such levies imposed						
			outside the Zanzibar.						
		35	If any tax exemptions, reductions,						
		.2	allowances or privileges may be available to						
			the Supplier in Zanzibar, the Purchaser shall						
			use its best efforts to enable the Supplier to						
			benefit from any such tax savings to the						
			maximum allowable extent.						





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35	A local Supplier shall be entirely responsible
3	for all taxes, duties, license fees, etc.,
	incurred until delivery of the contracted
	Goods to the Purchaser.





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	GCC	Amendments of, and Supplements to, Clauses					
Clause	Claus	in the General Conditions of Contract					
Numb	е						
er	Numb						
	er						
	Definit	tions (GCC Clause 1)					
1.	1.1(i)	The Purchaser is: Zanzibar Electricity					
		Corporation P. O Box 235 Gulioni, Zanzibar.					
2.	1.1(j)	The Supplier is: Fasima General Traders of P. O					
۷٠	1.10)	BOX 3654, Mwembeladu, Zanzibar.					
3	2	Contract effectiveness: The contract become					
	_	effective from the day of being signed.					
4		Contract Price: TZS 1,650,995,880.00/, VAT					
'		INCLUSIVE, DDP Saateni Main Store Zanzibar					
5	2	Ouantity: as per the respective order (the goods					
		details in the Price Schedule being the first order					
	Gover	ning Language (GCC Clause 3)					
6	3.1	The Governing Language shall be: English.					
	Applie	cable Law (GCC Clause 4)					
7	4.1	The Applicable Law shall be: Laws of Zanzibar.					
	Coun	untry of Origin (GCC Clause 5)					
8	5.1	Country of Origin is required: China					
	Perfo	formance Security (GCC Clause 9)					





9.2	be in the form of Unconditional Bank Guarantee or Certified Check. The performance security will be discharged by the Purchaser and returned to the Supplier in not later than (30) days following the date of completion of the Supplier's obligations performance under the contract including any warranty obligations.
Inc	pections and Tests (GCC Clause 10)
11 10.	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 him that should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract. Factory Acceptance Test (FAT) will also be witnessed by at least two representatives from ZECO whereby all costs of the representatives from ZECO shall be borne by Supplier. In order to facilitate this, the Supplier shall give ZECO a minimum of four weeks' notice that the materials are ready for testing. NOT APPLICABLE





		2.2.2.21
12.	11.2	The following SCC shall supplement GCC Clause
		11.2
		The Goods shall be packed properly in accordance
		with standard export packing specified by the
		Procuring Entity in the Technical Specification.
		Procuring Entity in the recimient specific
	Delive	ery and Documents (GCC Clause 12)
13	12.1	For Goods supplied from abroad:
10		
		Upon shipment, the Supplier shall notify the
		Procuring Entity and the Insurance Company by
		cable the full details of the shipment, including
		Contract number, description of Goods, quantity,
		the vessel, the bill of lading number and date, port
		of loading, date of shipment, port of discharge,
		a 1: 1-11 mail the following
		etc. The Supplier shall man the following
		documents to the Procuring Entity, with a copy to
		the Insurance Company:
		(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;
		("') O wining all place form coming of the packing
		(iii.)One original plus four copies of the packing
		list identifying contents of each
		package;
		(iv.)Insurance certificats;





	(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.
	The above documents shall be received by the Procuring and Disposing Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
13. 12.3	For Goods from/ within Zanzibar or Tanzania mainland.
	Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring and Disposing Entity and mail the following documents to the Procuring and Disposing Entity:
	(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
	(ii.) delivery note, ship 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 Zanzibar Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.
		The Procuring and Disposing Entity shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. NOT APPLICABLE
	Insura	nce (GCC Clause 13)
14.	13.1	The Insurance shall be in an amount equal to 110 percent of the DDP value of the Goods from "warehouse" to "Point of destination (DDP Saateni main Store" on "All Risks" basis, including War Risks and Strikes.
	Incide	ental Services (GCC Clause 15)
15.	15.1	Incidental services to be provided are: Not Applicable
	Spare	Parts (GCC Clause 16)
16.	16.1	Additional spare parts requirements are: NOT APPLICABLE.
	Warra	nty (GCC Clause 17)
17.	17.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be 12 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 Purchaser shall, at its discretion, either:
		(a) Order Supplier to 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 Supplier own cost and expense and to carry out further performance tests in accordance with SCC 14,
		(b) Order Supplier to pay liquidated damages to the Procuring and Disposing Entity 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.
18.	17.4 & 17.5	The period for correction of defects in the warranty period is: One month .
	Paym	ent (GCC Clause 18)
19.	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: i) After fulfilment of all required obligations 100% of the contract price shall be paid upon submission of claim supported by Bill of Lading, Commercial Invoice and other relevant documents.





18.2

ii) After fulfilment of delivered of goods at Zanzibar Saateni main store, and to be accepted by the Client.

The payment shall be paid to Supplier through Supplier's Bank stated below:

Name of Bank: CRDB Bank,

Address of Bank: Zanzibar Branch,

Account Name: Fasima General Traders Co. Ltd

Account Number No: 09602832000,

Currency: TZS.

Payment for Goods supplied from abroad:

Payment of foreign currency shall be made in the following manner:

- (i) Advance Payment: NOT APPLICABLE. Percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering documents or another form acceptable to the Procuring and Disposing Entity.
- (ii) **On Shipment: NOT APPLICABLE.** 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.



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		100 Devent of the
		(iii) On Acceptance: 100 Percent of the
		Contract Price of Goods received shall be paid
		upon submission of claim supported by bill of
		lading and other documents required by
		purchaser through the selected reputable bank by
		the Procuring and Disposing Entity.
		Payment for Goods and Services supplied,
		as follows.
		(i) Advance Payment: NOT APPLICABLE.
		Percent of the Contract Price shall be paid within
		thirty (30) days of signing of the Contract against
		a simple receipt and a bank guarantee for the
		equivalent amount and in the form provided in the
		Tendering documents or another form acceptable
		to the Procuring and Disposing Entity.
		(ii) On Delivery: NOT APPLICABLE. Percent
		of the Contract Price shall be paid on receipt of
		the Goods and upon submission of the documents
		specified in GCC Clause 10.
		(iii) On Acceptance: 100 Percent of the
		(iii) On Acceptance: 100 Percent of the Contract Price of Goods received shall be paid
		within thirty (30) days of receipt of the Goods
		upon submission of claim supported by the
		acceptance certificate issued by the Procuring and
		Disposing Entity. NOT APPLICABLE
10	10.2	Rate to be used for paying the Supplier's interes
19.	18.3	on the late payment made by Purchaser shall be
		NOT APPLICABLE.
	Conti	act Amendments (GCC Clause 21)
20	21.1	a. This agreement may not be amended, o
		otherwise extended, except by written
		agreement between the parties and no other





		purported amendment or extension there				
1		snall be effective.				
		b. The Contract shall be valid until after				
		fulfillment of all delivery and this contri				
		snall commence from the date of signing the				
		contract				
	Price	s (GCC Clause 19)				
21.	19.1	Prices shall be adjusted in accordance with				
		provisions in the Attachment to SCC. NOT				
		APPLICABLE.				
	Delay	s in the Supplier's Performance(GCC Clause 24)				
22	24	The goods shall be delivered at Saateni Zeco Moin				
		Store in Zanzibar within the period specified in				
		the Tender Document from the effective date of				
		signing the contract.				
	Liquid					
23.	25.1	Applicable and Colored 25)				
	20.1	Applicable rate: 0.2 per cent per day of				
		undelivered materials/good's value.				
		Maximum deduction: is equal to the performance				
		security.				
	Proced	ure for Disputes (GCC Clause 31)				
24.	31.1	The Dispute shall be referred to Zanzibar				
		Commercial Court.				
	Notices					
25.	34.1	S (GCC Clause 34)				
	01.1	Procuring and Disposing Entity's address for				
		notice purposes:				
		The General Manager				
		7 11 -1				
		Zanzibar Electricity Corporation,				
		Zanzibar Electricity Corporation, P.O. Box 235,				
		Zanzibar Electricity Corporation,				



AS

Managing Director,
Fasima General Traders,
P. O BOX 3654,
Mwembeladu,
ZANZIBAR



RA

Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 21stDecember 2021, WE the undersigned Fasima General Traders Itd of P.O.BOX 3654, Muembeladu, Zanzibar, by virtue of authority conferred to us by the Board Resolution No. FASIMA/ZECO/2021/09 of day of 21stDecember 2021, do hereby ordain nominate and appoint RAJAB MOHAMMED MGENI of P.O.Box 3654, Zanzibar 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. SMZ/F0120/G/RNCB/2021-2022/04

that is to say; To act for the company and do any other thing or things incidental for SMZ/F0120/G/RNCB/2021-2022/04 of SUPPLY OF HIGH TENSION AND LOW-TENSION MATERIALS UNDER THE COVID-19 PROJECT for the Zanzibar Electricity Corporation.

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 affect 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 FASIMA GENERAL TRADERS COMPANY LTD and delivered in the presence of us this 21st day of December 2021.

IN WITNESS whereof we have signed this deed on this 21st day of December 2021 at Mjini Maghrib for and on behalf of FASIMA GENERAL TRADERS COMPANY LTD.

SEALED and DELIVERED by the Common Seal of RAJAB MOHAMMED MGENI This 21st December 2021

DONOR

BEFORE ME:

COMMISSIONER

ELECTRICITY CORPORATION

HIGH TENSION AND LOW-TENSION MATERIALS UNDER THE ROJECT

O. SMZ/F0120/G/RNCB/2021-2022/04

THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR MEMORANDUM FOR ANTI-BRIBERY POLICY

FASIMA GENERAL TRADERS COMPANY LTD places importance on adding taking place on a basis that is free, fair, and competitive and not open pleased to confirm that it will not offer or facilitate, directly or indirectly, any acement or reward to any public officer their relations or business associates, with its bid, or in the subsequent performance of the contract if it is successful.

has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program all reasonable steps necessary to assure that the No-bribery commitment eatement will be complied with by its managers and employees as well as by working with this company on the public sector projects or contract ats, consultants, consortium partners, sub-contractors and suppliers. Copies mbery Policy/Code Conduct and Compliance Program are attached.

30504/in the capacity of Managing Director

RAJAB MOHAMMED MGENI

OX3654, Muembeladu, Zanzibar day of December, 2021

ed to sign the bid for and on behalf of FASIMA GENERAL TRADERS

ME PROJEC



FASIMA GENERAL TRADERS COMPANY LIMITED

Dealers in Stay rod Material, insulation piercing connector, Cross arm, Building Material ar Other General Supply

Head Office:

P.O BOX 3654 Muembe Ladu Zanzibar Office: +25577741389

+25577742647

Email: rajabmus@yahoo.co

Schedule of Requirement and Price

supply of high tension and low-tension materials under the covid-19 project SMZ/F0120/G/RNCB/2021-2022/04

LOT 2 B

	PARTICULAR	QTY	DDP UNIT PRICE(VAT EXCLUSIVE)	DDP UNIT PRICE TO THE POINT OF DESTINATION(VAT INCLUSIVE)	TOTAL DDP PRICE VAT EXCLUSIVE	DDP TOTAL AMOUNT VAT EXCLUSIVE
1	Roof Pole Materials	30,000	43,913	50,500	1,317,391,304	1,515,000,000
2	Fisher	419,998	52	60	21,912,939	THE RESERVE OF THE PARTY OF THE
3	Screws	420,000				25,199,880
4			104	120	43,826,087	50,400,000
4	Meter Seal	30,198	1,739	2000	52,518,261	60,396,000
		Total Amo	unt in TZS		1,435,648,591	1,650,995,880

TEL: 2552422 30504/5 V WN: 129-190-957, ZBG: 070-001-957 Z: 025387285 ZANZIBAR

In the capacity of:

RAJAB MOHAMMED MGENI

Managing Director

Duly authorized to sign bid for and on behalf of : FASIMA GENERAL TRADERS







FASIMA GENERAL TRADERS COMPANY LIMITED

Dealers in Stay rod Material, insulation piercing connector, Cross arm, Building Material and Other General Supply

Head Office: P.O BOX 3654 Muembe Ladu Zanzibar

Office: +255777413898 +255777426474

Email: rajabmus@yahoo.com

FORM OF TENDER

21st December 2021

Zanzibar Electricity Corporation, P.O.Box 235, Zanzibar.

SUPPLY OF HIGH TENSION AND LOW-TENSION MATERIALS UNDER THE COVID-19 PROJECT

TENDER NO. SMZ/F0120/G/RNCB/2021-2022/04

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 9
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 18
 - We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: Supply of High Tension and Low-Tension Materials Under the Covid-19 Project;
- (d) The total price of our Bid, excluding any discounts offered in item (f) below is:
 - The Sum of is One Billion Six Hundred Fifty Million Nine Hundred Ninety-Five Thousand Eight Hundred Eighty Tanzania Shillings (TZS. 1,650,995,880) VAT Inclusive for LOT 2 B;





- (a) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [NA]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [NA];
- (b) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) [Applicable] If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (d) We accept that **Zanzibar Attorney General Chamber** be appointed as the Adjudicator; or
- (e) We do not accept that [name proposed by Purchaser] be appointed as Adjudicator, we are hereby proposing [name proposed by the Supplier] be appointed as Adjudicator. The Biography of [insert the name of the Adjudicator proposed by the Supplier] is attached with this form. N/A
- (f) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative bids submitted in accordance with ITB 19;
- (g) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Revolutionary Government of Zanzibar under Zanzibar's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 3.5;
- (i) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: N/A

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")



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- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Zanzibar;

TEL: 2552422 30504/5

RAJAB MOHAMMED MGENI

Managing Director

Duly authorized to sign bid for and on behalf of : FASIMA GENERAL TRADERS

-Alla



FASIMA GENERAL TRADERS COMPANY LIMITED

Dealers in Stay rod Material, insulation piercing connector, Cross arm, Building Material and Other General Supply

Head Office:

P.O BOX 3654 Muembe Ladu Zanzibar

Office: +255777413898

+255777426474

Email: rajabmus@yahoo.com

Schedule of Requirement

SUPPLY OF HIGH TENSION AND LOW-TENSION MATERIALS UNDER THE COVID-19 PROJECT SMZ/F0120/G/RNCB/2021-2022/04

LOT 2 B

	PARTICULAR	QTY
1	Roof Pole Materials	30,000
2	Fisher	419,998
3	Screws	420,000
4	Meter Seal	30,198

RAJAB MOHAMMED MGENI

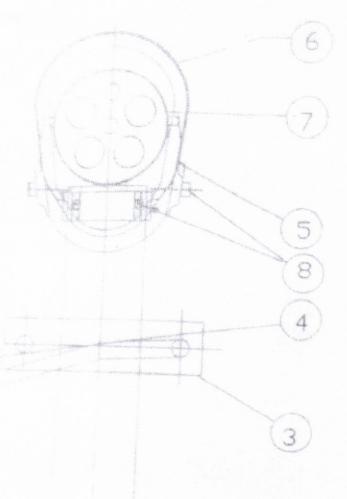
In the capacity of:

Managing Director

Duly authorized to sign bid for and on behalf of: FASIMA GENERAL TRADERS







(SPE)
Jever.
Service

9	SCREW 1/4 B.S.V.	
7	PLASTIC PIECE	
6	HOUSING	5M-27K
5	BRACKET	SM-275
4	BOL 7	SM-210
3	CLAMP	TH-TO-D
	CLAMB	
	GIPIPE	IN-ETA
		* - 2 A
	DESCRIPTION	



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