

ZANZIBAR WATER AUTHORITY (ZAWA)



Contract No: **SMZ/IMF/104/G/RNCT/2021/2022/02**

FOR

**SUPPLY OF GPS RECEIVER, ELECRO FUSION MACHINE, PIPE FUSION
MATCHINE UNDER DEVELOPMENT OF NATIONAL SOCIAL WELFARE UNDER
COVID-19**

BETWEEN

ZANZIBAR WATER AUTHORITY (ZAWA)

P.O.Box, 460 - ZANZIBAR

AND

SAPPHIRE ENGINEERING (T). LIMITED

January, 2022

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Form Of Contract

CONTRACT

THIS CONTRACT is made on the **29th day of January, 2022** between ZANZIBAR WATER AUTHORITY (ZAWA) of Malawi Road, Msikiti Mablou Zanzibar of P.O. BOX 460 Zanzibar Tel/Fax: +255242231151. Email: info@zawa.go.tz, and ZAWA Pemba Branch office is P.O.BOX 59 Pemba Tel/Fax +255 242452652 Email: infope@zawa.go.tz hereinafter called the PURCHASER of one part.

And

SAPPHIRE ENGINEERING (T) LIMITED of P.O.BOX 14713, Plot 1 – Block 64, Living Stone Street, Kariakoo Dar-Es-Salaam, Phone No.+255 777 427 918 FAX + 255 222 861 431 hereinafter called "the SUPPLIER" on the other part

WHEREAS, the **PURCHASER** invited Tenders for certain goods and ancillary services for LOT 1 supply of TWO (2) GPS RECEIVER, and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TANZANIA SHILLING 98,648,000/- (Ninety-Eight Million, Six Hundred and Forty-Eight Thousand Only)** including VAT. (hereinafter called "the Contract Price").

WHEREAS, the **PURCHASER** invited Tenders for certain goods and ancillary services for LOT 3 supply of **THIRTEEN (13) ELECRO FUSION MACHINES, PIPE FUSION MACHINE and ELEVEN (11) GENERATORS** and **SUPPLIER** has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TANZANIA SHILLING 475,009,000/- (Four Hundred – Seventy Five Millions, Nine Thousands Only)** including VAT. hereinafter called "the Contract Price".

WHEREAS, **PURCHASER** and **SUPPLIER** agreed for **LOT 1** and **LOT 3** the sum of **TZS. 573,657,000/ (Five Hundred – Seventy Three Millions, Six Hundred, Fifty Seven Thousands Only)** including VAT hereinafter called "the Contract Price".

NOW THIS CONTRACT 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, viz.:
 - a) The Contract
 - b) General Conditions of Contract
 - c) Special Conditions of Contract



- d) Schedule of Requirements and Price Schedule
- e) Technical Specifications
- f) Manufacture Authorization Letter
- g) Power of Attorney
- h) Notification of Award
- i) Letter of Acceptance
- j) Form of Bid
- k) Minutes o Negotiation
- l) Bid Security Declaration

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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



Signed **FOR AND ON BEHALF OF ZANZIBAR WATER AUTHORITY (ZAWA)** at **SERENA HOTEL** this **29th** day of **January, 2022**.

For and on behalf of the PURCHASER

Witness prepared by the

PURCHASER

Signature



Signature



Name: ENG. DR. SALHA MOHAMMED KASSIM

Name KHADIJA MAKAME JUMA

Title: DIRECTOR GENERAL

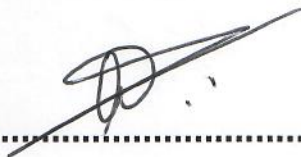
Title: LAWYER



For and on behalf of the CONTRACTOR

Witness prepared by the CONTRACTOR

Signature



Signature



Name

Ali Bakar Ali

Name

SULBIMAN NASSOR

Title

REPRESENTATIVE

Title

WITNESS

SAPPHIRE ENGINEERING (T) LIMITED
P. O. Box 14713
DAR-ES-SALAAM
PHONE:+255 777 427918

OFFICIAL STAMP



**SECTION II: GENERAL CONDITIONS OF CONTRACT
(GCC)**

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A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the bottom right corner of the page.

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Completion" means the 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 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 specified in the **SCC**.
- j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the

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Purchaser and is named as such in the Contract Agreement.

- k) "The Project Site" where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC.
- n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) "Force Majeure" means an event beyond the control of the Supplier and not involving the Purchaser's fault or negligence and not foreseeable. 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, and freight embargoes.

- 2. **Application** 2.1 These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.
- 3. **Governing Language** 3.1 The Contract as well as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language **specified in SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

4. **Applicable Law** 4.1 The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise **specified in SCC.**
5. **Country of Origin** 5.1 The origin of Goods and Services is distinct from the nationality of the Supplier.
6. **Standards** 6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
7. **Use of Contract Documents and Information ; Inspection and Audit** 7.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 7.4 The Supplier shall permit the 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.

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8. **Patent and Copyrights**
- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in 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. **Performance Security**
- 9.1 If required, within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC.**
- 9.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 9.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in a form of Bank Guarantee or any other form indicated in SCC.
- 9.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
- 10 **Inspections and Test**
- 10.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

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- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC sub-Clause 10.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 10.4 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.
- 10.5 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.
- 10.6 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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10.7 Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

10.8 Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

10.9 Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC sub-Clause 10.6.

10.1 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC sub-Clause 10.8, shall release the Supplier from any warranties or other obligations under the Contract.

11
**Packing
and
Documents**

11.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.



11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

12 Delivery and Documents

12.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.

12.2 For purposes of the Contract, "EXW", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

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

13 Insurance

13.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

14 Transportation

14.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS

15 Incidental Services

15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

16 Spare Parts

16.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, such spare parts as the Purchaser may decide to purchase from the Supplier, this decision shall not relieve the Supplier of any warranty obligations under the Contract;

17 Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in 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 shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 17.5 If the Supplier, having been notified, fails to 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.

18 Payment

- 18.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 18.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 18.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 18.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 18.6 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

19 Prices

- 19.1 The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

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19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.

20 Change Orders

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21 Contract Amendments

21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22 Assignment

22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

**23 Subcontract
s**

23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

23.2 Subcontracts must comply with the provision of GCC Clause 4.

**24. Delays in
the
Supplier's
Performanc
e**

24.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.

**25. Liquidated
Damages**

25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

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26. Termination for Default

- 26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24;
 - b) the supplier has abandoned or repudiated the contract.
 - c) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
 - e) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
 - f) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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26. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27. **Force Majeure**
- 27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
- 27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
28. **Termination for Insolvency**
- 28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
29. **Termination for Convenience**
- 29.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 29.2 The Purchaser shall accept the Goods that are complete and ready for shipment within 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 decide:

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- a) To have any portion completed and delivered at the Contract terms and prices; and / or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

30. Disputes

30. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within thirty (30) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in **SCC**.

30. After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.

30. If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the **SCC** refer the dispute for arbitration. If either party within the period mentioned in the **SCC** has not referred the matter for arbitration the decision shall become final and binding to the Parties.

31. Procedure for Disputes

31. The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

31. The rate of the Adjudicator's fee and administrative costs of adjudication indicated in the **SCC** shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.

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|--|-------------|--|
| <p>32. Replacement of Adjudicator</p> | <p>32.1</p> | <p>Should the Adjudicator resign or unable to perform his duties, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p> |
| <p>33. Limitation of Liability</p> | <p>33.1</p> | <p>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,</p> <p>a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..</p> |
| <p>34. Notices</p> | <p>34.1</p> | <p>Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in SCC. The term "in writing" means communicated in written form with proof of receipt.</p> |
| | <p>34.2</p> | <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |
| <p>35. Taxes and Duties</p> | <p>35.1</p> | <p>A Supplier shall be entirely responsible for all taxes and levies imposed outside Zanzibar.</p> |

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35. If any tax exemptions, reductions, allowances or privileges may
2 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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SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

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Special Conditions of Contract

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract.9JVG
Definitions (GCC Clause 1)		
1.	1.1(i)	The Purchaser is: ZANZIBAR WATER AUTHORITY(ZAWA).
2.	1.1(j)	The Supplier is: SAPPHIRE ENGINEERING (T) LIMITED
3.	1.1(k)	The Project site is: ZANZIBAR WATER AUTHORITY (ZAWA) of Malawi Road, Msikiti Mablou Zanzibar of P.O. BOX 460 Zanzibar Tel/Fax: +255242231151. Email: info@zawa.go.tz , and ZAWA Pemba Branch office is P.O.BOX 59 Pemba Tel/Fax +255 242452652 Email: infope@zawa.go.tz Email : zawapdmu@gmail.com
Governing Language (GCC Clause 3)		
4.	3.1	The Governing Language shall be: ENGLISH
Applicable Law (GCC Clause 4)		
5.	4.1	The Applicable Law shall be: Laws of Zanzibar
Country of Origin (GCC Clause 5)		
6.	5.1	Country of Origin is for two GPS Receiver is CHINA. Generators and Fussion Machines is CANADA.
Performance Security (GCC Clause 9)		
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>(10% of the Contract Price)</i>

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8.	9.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.
Inspections and Tests (GCC Clause 10)		
9.	10.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality 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 that should be attached with the certificate(s) of the manufacturer(s) to the Procuring and Disposing Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC Clause 11)		
10.	11.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring and Disposing Entity in the Technical Specification.</p>
Delivery and Documents (GCC Clause 12)		
11.	12.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring and Disposing Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of package; (iv.) Insurance certificate ; (v.) Manufacturer's or Supplier's warranty certificate;

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		<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring 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.</p>
12.	12.3	<p>For Goods from within Tanzania:</p> <p>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:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, ship receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>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.</p>
Insurance (GCC Clause 13)		
13.	13.1	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. Insurance shall be issued by Zanzibar Insurance Corporation (ZIC).
Incidental Services (GCC Clause 15)		
14.	15.1	Incidental services to be provided are:
Spare Parts (GCC Clause 16)		
15.	16.1	<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</p>

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		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.
		Warranty (GCC Clause 17)
16.	17.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be One Year (365 days) from date of acceptance of the Goods or (<u>12</u>) 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>(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>or</p> <p>(b) 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.</p> <p>If for reasons attribute to the supplier, these Guarantees are not attained in whole or in part, the Purchaser shall,</p> <p>a) Order Supplier to make such Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own and expense and to carry out further performance tests in accordance with SCC4, And</p> <p>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 day of undelivered materials /goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	17.3	The period for correction of defects in the warranty period is: TWO WEEKS.

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	17.5	<p>Duration of the Contract</p> <p>That, this contract shall be THREE WEEKS AND shall expire upon completion of the warranty period of one year.</p>
		Payment (GCC Clause 18)
18.	18.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall not be made</p> <p>Payment of local currency portion shall be made in Tanzania Shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring and Disposing Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
	18.4	<p>Payment for Goods and Services supplied from within the Zanzibar:</p> <p>Payment for Goods and Services supplied from within the Zanzibar/ Tanzania shall be made in total of Tanzanian Shillings , as follows:</p> <p>(i) Advance Payment: Shall be 50% of the contact price for BOTH LOTS.</p> <p>a) FOR LOT 1 is TZS. 49,324,000/-</p> <p>b) FOR LOT 3 is TZS. 237,504,500/-</p> <p>(i) Advance Payment: 50% of the contract price, upon submission of the same price so paid Bank Guarantee.</p> <p>(ii) On Delivery (full delivery): 50% of the Contract Price shall be paid to the Supplier within thirty (30) days on receipt and Inspection of the Goods and upon submission of the documents specified in GCC that include DO.</p> <p>iii) The goods shall be delivered at Zanzibar Water Authority Headquarters Malawi Road Msikiti Mablou and Pemba Office Machomane Chakechake Pemba.</p> <p>The Payment shall be made at Bank Account:</p> <p>BANK: THE PEOPLES BANK OF ZANZIBAR</p>

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		BRANCH: LUMUMBA DAR-ES-SALAAM ISLAMIC DIVISION ACCOUNT NUMBER: 52120100002406 ACCOUNT HOLDER: SAPPIRE ENGENERING (TO NLIMITED SWIFT CODE: PBZATZTZ
19.	18.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be the reasonable rate according to the late payment procedure.

		Prices (GCC Clause 19)
20.	19.1	Prices shall NOT be adjusted in accordance with provisions in the Attachment to SCC.
		Liquidated Damages (GCC Clause 25)
21.	25.1	25.1 Applicable rate: 0.2 per cent per day of undelivered materials/good's value. Maximum deduction: is equal to the performance security.
		Procedure for Disputes (GCC Clause 31)
22.	31.1	The Institution whose arbitration procedures shall be used: Zanzibar Commercial Courts.
25..	32.1	Appointing Authority for the Arbitrator: Not Applicable
		Notices (GCC Clause 34)
26.	34.1	Eng. Dr. Salha Mohammed Kassim, Director General, ZANZIBAR WATER AUTHORITY (ZAWA) of Malawi Road, Msikiti Mabluiu Zanzibar of P.O. BOX 460 Zanzibar Tel/Fax: +255242231151. Email: info@zawa.go.tz, and ZAWA Pemba Branch office is P.O.BOX 59 Pemba Tel/Fax +255 242452652 Email: infope@zawa.go.tz Email : zawapdm@gmail.com

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MANAGING DIRECTOR

SAPPHIRE ENGINEERING (T) LIMITED of P.O.BOX 14713, Plot 1 –
Block 64, Living Stone Street, Kariakoo Dar-Es-Salaam, Phone No.+255
777 427 918 FAX + 255 222 861 431.

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FORM OF BID

To: *Zanzibar Water Authority (ZAWA)*

- 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
- d) 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 GPS, Supply Electro fusion machines and Pipe Fusion Machines
- e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **TZS 593,180,000.00** *Five Hundred ninety three Millions One Hundred Eighty Thousands Only*

In case of multiple lots, total price of each lot; **GPS 2 Sets, TZS (103,480,000)** One Hundreds Three millions Four Hundred Eighty Thousands Only, **Butt Fusion, Electric and Generators (489,700,000.00)** Four Hundred Eighty Nine Millions, Seven Hundred Thousands Only

In case of multiple lots, total price of all lots (sum of all lots) **TZS 593,180,000.00** *Five Hundred ninety three Millions One Hundred Eighty Thousands Only*

; (f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: N/A

[Signature]
27/12/2021

[Signature]
27/12/2021

[Signature]
27/12/2021

[Signature]
27/12/2021

[Signature]

ZANZIBAR WATER AUTHORITY

P. O. Box 460
ZANZIBAR

Tel/Fax : +255 24 223 1151
E-mail : info@zawa.go.tz



P. O. Box 59, Chake Chake,
PEMBA

Tel/Fax : +255 24 245 2652
E-mail : info@zawa.go.tz

Our Ref : ZAWA /A/10/148

Date: 21th JANUARY 2022

Sapphire Engineering (T) Limited
P.O.BOX 14713,
TEL: 0777 427918
Dar Es Salaam, Tanzania.

Re: SUPPLY OF 2 GPS, 11 BUTT FUSION MACHINES, ELECTRIC FUSION MACHINES AND 11 GENERATORS.

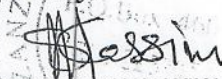
Sub: Notification of Award

This is to notify you that The Client (ZAWA) has accepted your offer and you have been awarded the contract as follow;-

1. Supply of (2) GPS contract amount to TZS 98,648,000 (Ninety Eight Millions, Six Hundred forty eight Thousand Only) Inclusive of VAT.
2. Supply of twelve Butt Fusion Machines, two Electric Fusion Machines And eleven Generators contract amount to 475,009,000.00 (Four Hundred- Seventy Five Millions, Nine Thousand Only) Inclusive VAT

Kindly acknowledge the receipt of this letter, please accept or reject the offer by 25th January, 2022.

Sincerely,


.....
Dr. Salha M. Kassim
Director General,
Zanzibar Water Authority

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SAPPHIRE ENGINEERING (T) LIMITED
P. O. BOX 14713, PLOT 1 – BLOCK 64, LIVING STONE STREET,
KARIAKOO, DAR ES SALAAM.
PHONE: +255 777 427918; Fax: +255 22 2861431
E-mail: alib@meccltd.com website: www.meccltd.com

Our Ref: SAPPH/TZ/C/2022/001

Date: 25th January, 2022

**Director General
Zanzibar Water Authority
P. O. Box 460
Zanzibar**

**RE: SUPPLY OF 2 GPS, 11 BUTT FUSION MACHINES, 2
ELECTRIC FUSION MACHINES AND 11 GENERATORS**

Sub: Notification of Award

Please consider the caption above

We hereby, the Sapphire Engineering Tanzania limited; accepted the Award and we are ready to execute the Supply for the followings;

1. Supply of (2) GPS, Contract Amount to TZS 98,648,000 (Ninety Eight Millions, Six hundred forty Eight Thousands only) Inclusive VAT
2. Supply of Eleven Butt Fusion Machines, Two Electric Fusion Machines And Eleven Generators, Contract Amount to 475,009,000.00 (Four Hundred Seventy Five Millions, Nine Thousands Only) Inclusive VAT

Thanks in Advance

Best regards

Ali Bakar Ali
Managing Director
Sapphire Engineering Tanzania Limited

SAPPHIRE ENGINEERING (T) LIMITED
P O Box 14713
DAR ES SALAAM
PHONE - 255 22 2861431

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KUMBUKUMBU YA KIKAO CHA MAJADILIANO (NEGOTIATION) BAINA YA ZAWA NA KAMPUNI YA SUPHIRE ENGINEERING COMPANY LIMITED" KUHUSIANA NA UNUNUZI WA GPS RECIEVER NA FUSSION MASHINE KILICHOFANYIKA UKUMBI WA MKUTANO ZAWA.

Tarehe: 13/01/2022

Pahala: Ukumbi wa mikutano ZAWA

Muda: 11:00 Jioni

A: Wajumbe Waliohudhuria.

	JINA	NAFASI YA KAZI	USHIRIKI WAKE
	A: Waliohudhuria		
1.	Khadija Makame Juma	Mwanasheria-kitengo cha sheria	Mwenyekiti
2.	Mtumwa Ameir	Mkurugenzi Fedha na Mipango	Katibu
3.	Hassan Zaharan Haji	Uzalishaji Maji - ZAWA	Mjumbe
4.	Fatma Tahir Hussein	Afisa Manunuzi - ZAWA	Mualikwa
5.	Asma Rajab Mbarouk	Afisa Manunuzi - ZAWA	Mualikwa
6.	Masoud Ramadhan Ahmada	Afisa Manunuzi - ZAWA	Mualikwa
7.	Rashid Mohammed	PPM - ZAWA	Mualikwa

WAWAKILISHI

	JINA	KAMPUNI	USHIRIKI WAKE
1.	Ali Bakari Ali	Saphire Engineering Ltd	Muwakilishi

B: AJENDA

NAMBA	AJENDA
1.	Ufunguzi wa kikao.
2.	Utambulisho kwa wajumbe na waalikwa.
3.	Kuthibitisha ajenda.
4.	Uwasilishaji wa Hati ya Uwakala "Power of Attorney"

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5.	Maelezo kutoka kiongozi wa kampuni ya "Saphire Engineering Ltd".
6.	Maelezo kuhusu makato ya kodi "CIF"
7.	Utaratibu wa malipo (Payment Schedule)
8.	Punguzo la bei ya Zabuni
9.	Muda wa Kuleta mzigo.
8.	Mengineyo.
9.	Kufunga Kikao.

C: MAELEZO YA AJENDA

Agenda	Maelezo
1.	<p>Ufunguzi wa kikao.</p> <ul style="list-style-type: none"> Mwenyekiti alifungua kikao saa 11:00 jioni.
2.	<p>Utambulisho kwa washiriki wa kikao.</p> <ul style="list-style-type: none"> Mwenyekiti aliruhusu washiriki kujitambulisha katika kikao hicho, mshiriki kutoka Kampuni ya Saphire Engineering Ltd alijitambulisha kwa jina la Ali Bakar Ali.
3.	<p>Kuthibitisha ajenda.</p> <ul style="list-style-type: none"> Wajumbe walizipitia agenda na kuthibitisha agenda hizo na kufanya mabadiliko ya Agenda kama ifuatavyo.
4.	<p>Uwasilishaji wa Hati ya Uwakala "Power of Attorney"</p> <ul style="list-style-type: none"> Muwakilishi kutoka Saphire Engineering Ltd aliwasilisha hati ya uwakala katika kitabu chake cha zabuni ambayo uwakala huo ulianza tarehe 1/1/2021 hadi 31/12/2022.
5	<p>Maelezo kutoka kiongozi wa kampuni ya "Saphire Engineering Ltd"</p> <ul style="list-style-type: none"> Muwakilishi kutoka Saphire Engineering Ltd kwanza alitowa shukrani zake kwa washiriki wa kikao na aliipongeza Mamlaka ya Maji - ZAWA kwa kuialika kampuni yake kwa ajili ya "Negotiation" kwa ununuzi wa GPS Reciever na Fussion Mashine.
6.	<p>Maelezo kuhusu makato ya kodi "CIF"</p> <ul style="list-style-type: none"> Wajumbe walitaka kujua kuwa vifaa vilivyoagizwa vitawasilishwa Mamlaka ya Maji Zanzibar.

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	<ul style="list-style-type: none"> Muwakilishi kutoka Kampuni ya Saphire Engeneering Ltd ameeleza kuwa mzigo wote unatarajiwa kuwasilishwa ofisi kuu Mamlaka ya Maji Zanzibar.
7.	<p>Utaratibu wa malipo (Payment Schedule)</p> <ul style="list-style-type: none"> Muwakilishi kutoka Kampuni ya "Saphire Engeneering Ltd" aliomba malipo yafanyike kwa awamu mbili ambayo ni:- <ul style="list-style-type: none"> ➤ 70% alipwe baada ya kufunga mkataba. ➤ 20% alipwe baada ya kuleta mzigo. ➤ 10% alipwe baada ya kumaliza "warranty Period"
8.	<p>Punguzo la bei ya Zabuni.</p> <ul style="list-style-type: none"> Muwakilishi kutoka Kampuni ya "Sapphire Engeneering Ltd" aliwasilisha punguzo la asilimia tano (5%) ambapo bei ya awali ilikuwa TZS 103,480,000/= na kuwa TZS 98,648,000/= ambayo itakuwa bei ya sasa ya mkataba wa ununuzi wa GPS Receiver na punguzo la bei kwa asilimia tatu (3%) ambapo bei ya awali ilikuwa TZS 489,700,000/= na kuwa TZS 475,009,000/= ambayo itakuwa bei ya mkataba kwa ununuzi wa Butt Fusion Machines, Electric na Genereta. Wajumbe kutoka Mamlaka ya Maji waliipokea "Discount" hiyo kwa ajili ya Mamlaka ya Maji Zanzibar.
8.	<p>Muda wa Kuleta mzigo.</p> <ul style="list-style-type: none"> Mzigo wa Butt Fusion Machines, Electric, Genereta na "GPS Receiver" utaletwa ndani ya wiki tatu (3) baada ya kusainiwa mkataba.
9.	<p>Mengineyo.</p> <ul style="list-style-type: none"> Muwakilishi kutoka Kampuni ya "Sapphire Engeneering Ltd" ameeleza ya kwamba baada ya kuleta mzigo watafanya "Services After Sales" ikiwa itatokezea hitilafu zozote ndani ya kipindi cha "Warranty". Vilevile waliahidi kutoa mafunzo kwa gharama za Kampuni hiyo (Sapphire Engeneering Ltd) kwa wafanyakazi wa Mamlaka ya Maji Zanzibar kuhusiana na utumiaji wa vifaa hivyo.
10.	<p>Kufunga Kikao.</p> <ul style="list-style-type: none"> Mwenyekiti alifunga kikao saa 12:30 za jioni.

ZIMETHIBITISHWA NA

.....
NDG: Ali Bakari Ali
Mkurugenzi Mkuu
Saphire Engineering Ltd

.....
NDG: Khadija Makame Juma
Mwenyekiti wa Kikao
Mamlaka ya maji- ZAWA

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Technical Specifications:

Model	GEN8.0KVA-D
Brand	WASSERTEK
AC Frequency (Hz)	50 Hz
Rated Voltage(V)	220/380V230V/400V240V/415V
Rated output (kVA)	7.5 kVA
Max. output (kVA)	8.1 kVA
Power Factor (Cos Φ)	0.8
DC output	12V (Connection Pole Output)
Engine Type	Single cylinder, vertical, four-stroke, direct injection, air cooled
Displacement (CC)	518
Starting system	Electric
Lubrication system	Pressure splashed
Lube capacity (L)	1.65
Compression ratio	19:01
Cylinder NO.-bore×stroke (mm)	1-92×75
Battery capacity (V-Ah)	12V 36Ah
Fuel consumption (g/kW.h)	≤360
Fuel Tank Capacity (l)	13.5
Continuous running time (hr)	5.5
Noise level (7m) dB(A)	65
Fuel type	0# (summer) -10# (winter) -35# (chillness) diesel
Lube oil brand	CD grade or SAE10W-30, 15W40
Packing Dimension (mm)	930×530×740
Gross Weight (kg)	170

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4. Price Schedules for Supplies and Related Services
(a) Price Schedule for Goods Offered from Abroad

Name of Bidder

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit price of inland delivery to final destination and unit price of other incidental services	Import duties, sales taxes, VAT
1	RTK GPS	China	2	44,000,000.00	103,840,000.00	N/a	15,840,000.00
2	Weserteck Machines and Generators	Canada	11+2+11	415,000,000.00	489,700,000.00	N/A	74,700,000.00

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NameAli Bakar Ali in the capacity ofOwner


SAPPHIRE ENGINEERING (TY) LIMITED
 P. O. BOX 14713
 DAR-ES-SALAAM
 DAR-ES-SALAAM PHONE: +255 77 427918

Signature of Bidder

Duly authorized to sign the Bid for and on behalf ofPumps for Africa.....



AUTHORIZATION CERTIFICATE

TO WHOM IT MAY CONCERN:

We, GUANGDONG KOLIDA INSTRUMENT CO.,LTD. GUANGZHOU, with our offices at 7/F, South Geo-information Industrial Park, No.39, Si Cheng Road, Tian He IBD, Guangzhou 510663, China hereby confirm that:

Sapphire Engineering(T) Limited
P.O.Box 85, Mlandege Street, Zanzibar;

is our exclusive distributor for the territory of Zanzibar.

Sapphire Engineering(T) Limited is authorized by KOLIDA Instrument Co. Ltd. to sell our equipments in Zanzibar.

Sapphire Engineering(T) Limited is also the only company qualified and certified to perform all types of service repairs in our equipments in Zanzibar.

This certificate is valid from 1ST January 2021 to 31TH December 2022.



Andy Jan.

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Tender-Securing Declaration

Date: 01st February 2022

Tender No.: SMZ/IME/104/G/RNCT/2021/2022/02

For SUPPLY OF GPS RECEIVERS, ELECTRO FUSION MACHINES/PIPE FUSION MACHINES, GENERATORS,

To: The Secretary of the Tender Board

Zanzibar WATER AUTHORITY

Mabuluu, Zanzibar

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Tender.

Signed: ALI BAKAR ALI

In the Capacity of MANAGING DIRECTOR

Duly authorized to sign the bid for and on behalf of: SAPPHIRE ENGINEERING LIMITED

Dated on 1st day of FEBRUARY, 2022

Corporate Seal (where appropriate)

SAPPHIRE ENGINEERING (T) LIMITED
P. O. Box 14713
DAR-ES-SALAAM
PHONE: +255 777 427918

ZANZIBAR WATER AUTHORITY

P. O. Box 460
ZANZIBAR

Tel/Fax : +255 24 223 1151
E-mail : info@zawa.go.tz



P. O. Box 59, Chake Chake,
PEMBA

Tel/Fax : +255 24 245 2652
E-mail : infope@zawa.go.tz

Our Ref : ZAWA /A/10/148

Date: 21th JANUARY 2022

**Sapphire Engineering (T) Limited
P.O.BOX 14713,
TEL: 0777 427918
Dar Es Salaam, Tanzania.**

**Re: SUPPLY OF 2 GPS, 11 BUTT FUSION MACHINES, ELECTRIC FUSION
MACHINES AND 11 GENERATORS.**

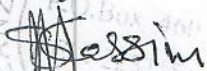
Sub: Notification of Award

This is to notify you that The Client (ZAWA) has accepted your offer and you have been awarded the contract as follow;-

1. Supply of (2) GPS contract amount to TZS 98,648,000 (Ninety Eight Millions, Six Hundred forty eight Thousand Only) Inclusive of VAT.
2. Supply of twelve Butt Fusion Machines, two Electric Fusion Machines And eleven Generators contract amount to 475,009,000.00 (Four Hundred- Seventy Five Millions, Nine Thousand Only) Inclusive VAT

Kindly acknowledge the receipt of this letter, please accept or reject the offer by 25th January, 2022.

Sincerely,


.....
Dr. Salha M. Kassim
Director General,
Zanzibar Water Authority

SK

