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JANUARY, 2022.

**AMTAS ENTERPRISES**

**AND**

**P.O.Box, 460 - ZANZIBAR**

**ZANZIBAR WATER AUTHORITY(ZAWA)**

**BETWEEN**

**COVID-19**

**SUPPLY OF NETWORKING EQUIPMENTS AND TOOLS  
UNDER DEVELOPMENT OF NATIONAL SOCIAL WELFARE UNDER**

**FOR**

**Contract No: SMZ/IMF/No  
104/G/IRNCT/2021/2022/05**



**ZANZIBAR WATER AUTHORITY (ZAWA)**

**Form Of Contract**

**CONTRACT**

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

**And**

**M/S AMTAS ENTERPRISES 6**, BANK OF BARODA SANSKAR SOCIETY JIVRAJ PARK AHMEDABAD GUJARAT- 380051, INDIA, Phone +91- 79 - 66634200 FAX +91-79- 66634218, Email, m: manish@sushenmed.com hereinafter called the "SUPPLIER" of the second part.

**WHEREAS** the Employer invited Tenders for certain goods and ancillary services, viz **SUPPLY LOT 2 RIGS WITH HAMMER**, and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TANZANIA SHILLINGS 1,504,603,044/- (One Billion, Five Hundred Four Million, Six Hundred Three Thousand and Forty Four 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) Bid Security Declaration



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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 29<sup>th</sup> 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: LAWYER

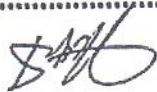
Title: DIRECTOR GENERAL

OFFICIAL STAMP

For and on behalf of the CONTRACTOR  
Witness prepared by the

CONTRACTOR

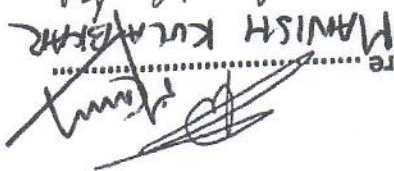
Signature



Name: SULAIMAN NASSOR

Title: WITNESS

Signature



Name: MANISH KUMAR  
Name: KJ BRATE AJ

Title: REPRESENTATIVE



OFFICIAL STAMP

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

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Table of Clauses

## 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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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.

These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.

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.

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.

o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.

n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.

m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC.

l) "Day" means calendar day.

k) "The Project Site" where applicable, means the place or places named in SCC.

Purchaser and is named as such in the Contract Agreement.

3.	<b>Governing Language</b>	3.1
2.	<b>Application</b>	2.1



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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.

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.

7.2 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.

7.1 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.

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.

5.1 The origin of Goods and Services is distinct from the nationality of the Supplier.

4.1 The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise specified in SCC.

**7. Use of Contract Documents and Information / Inspection and Audit**

**6. Standards**

**5. Country of Origin**

**4. Applicable Law**

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.

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.

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.

9.2 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.

9.1 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.

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, through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

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.

10 Inspections and Test

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9. Performance Security

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8. Patent and Copyrights

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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.

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.

11.1 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.

Packing and Documents

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- 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;

**specified in SCC:**

The Supplier may be required to provide any or all of the following services, including additional services, if any,

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

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.**

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

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.

The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC.**

The packaging, 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.

15.1 **Incidental Services**

14.1 **Transportation**

13.1 **Insurance**

12.3 **Documents**

12.2 **Documents**

12.1 **Delivery and Documents**

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.

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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 arbitrage award.

18.6 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

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.

19 Prices

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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.

20.1 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.

21.1 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.

22.1 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.

**20 Change Orders**

**21 Contract Amendments**

**22 Assignment**



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25. 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 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.

25. Liquidated Damages

24. 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.

24. Delays in the Supplier's Performance

24. 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. 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.

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

23 Subcontract

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.

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26. 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. 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)

26. Termination for Default

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For the remaining Goods, the Purchaser may decide:

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.

29. 2

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. 1

**Termination for Convenience**

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.

28. 1

**Termination for Insolvency**

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.

27. 2

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. 1

**Force Majeure**

In the event the Purchaser terminates the Contract in whole or for such similar Goods or Services, the Supplier shall continue performance of the Contract to the extent not terminated.

26. 4

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.

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**.

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.

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. 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**.

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

**31. Procedure for Disputes**

**30. Disputes**

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- 32. **Replacement of Adjudicator**
  - 1 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.
- 33. **Limitation of Liability**
  - 1 Except in cases of criminal negligence or willful conduct, and in the case of 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 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 respect to patent infringement..
- 34. **Notices**
  - 1 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.
- 34. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 35. **Taxes and Duties**
  - 1 A Supplier shall be entirely responsible for all taxes and levies imposed outside Zanzibar.

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35. If any tax exemptions, reductions, 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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**SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)**



**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.9JV6
		<b>Definitions (GCC Clause 1)</b>
1.	1.1(i)	The Purchaser is: ZANZIBAR WATER AUTHORITY(ZAWA).
2.	1.1(j)	The Supplier is: AMTAS ENTERPRISE
3.	1.1(k)	The Project site is: ZANZIBAR WATER AUTHORITY (ZAWA) of Malawi Road, Msikiti Mabiluu 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 : <a href="mailto:zawapdmu@gmail.com">zawapdmu@gmail.com</a>
		<b>Governing Language (GCC Clause 3)</b>
4.	3.1	The Governing Language shall be: <b>ENGLISH</b>
		<b>Applicable Law (GCC Clause 4)</b>
5.	4.1	The Applicable Law shall be: <b>Laws of Zanzibar</b>
		<b>Country of Origin (GCC Clause 5)</b>
6.	5.1	Country of Origin is <b>INDIA.</b>
		<b>Performance Security (GCC Clause 9)</b>
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>(10% of the Contract Price)</i>
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.

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	<p><b>Inspections and Tests (GCC Clause 10)</b></p> <p>9. 10.1 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>	<p><b>Packing (GCC Clause 11)</b></p> <p>10. 11.2 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>	<p><b>Delivery and Documents (GCC Clause 12)</b></p>	<p>11. 12.1 <b>For Goods supplied from abroad:</b></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> <p>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading;</p> <p>(iii.) One original plus four copies of the packing list identifying contents of package;</p> <p>(iv.) Insurance certificate ;</p> <p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p>
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<p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>	16.1	15.
<b>Spare Parts (GCC Clause 16)</b>		
<p>Incidental services to be provided are:</p>	15.1	14.
<b>Incidental Services (GCC Clause 15)</b>		
<p>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).</p>	13.1	13.
<b>Insurance (GCC Clause 13)</b>		
<p>one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; delivery note, ship receipt, or truck receipt; Manufacturer's or Supplier's warranty certificate; inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and certificate of country of origin issued by the 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.</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; delivery note, ship receipt, or truck receipt; (ii.) Manufacturer's or Supplier's warranty certificate; (iii.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (iv.) 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><b>For Goods from within Tanzania:</b></p>	12.3	12.
<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> <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>		

<b>Warranty (GCC Clause 17)</b>		
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 (12 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><b>or</b></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 attributable 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	<p>The period for correction of defects in the warranty period is: <b>TWO WEEKS.</b></p>
	17.5	<b>Duration of the Contract</b>

<p>That, this contract shall be <b>TEN WEEKS (Two Months and Half) AND</b> shall expire upon completion of the warranty period of one year.</p>		
<p><b>Payment (GCC Clause 18)</b></p>		
<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:          Payment for Goods supplied from abroad:          Payment of foreign currency portion shall not be made          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>	<p>18.1</p>	<p>18.</p>
<p>Payment for Goods and Services supplied from within the Zanzibar/Tanzania shall be made in Tanzanian Shillings, as follows:          (i) Advance Payment: 50% of the contract price, upon delivery of Bank Guarantee.          (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.          (iii) The goods shall be delivered at Zanzibar Water Authority Headquarters Malawi Road Msikiti Mablau and Pemba Office Machomane Chakechake Pemba.          The Payment shall be made at Bank Account:  <b>AXIS BANK LTD</b>  <b>VEJALPUR BRANCH AHMEDABAD GUJARAT INDIA</b>  <b>CC ACCOUNT NO. 05810200013509</b>  <b>IFSC CODE – UTIB0000058</b>  <b>SWIFT CODE AXISINBB032</b></p>	<p>18.4</p>	

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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.
<b>Prices (GCC Clause 19)</b>		
20.	19.1	Prices shall <b>NOT</b> be adjusted in accordance with provisions in the Attachment to SCC.
<b>Liquidated Damages (GCC Clause 25)</b>		
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.
<b>Procedure for Disputes (GCC Clause 31)</b>		
22.	31.1	The Institution whose arbitration procedures shall be used: <b>Zanzibar Commercial Courts.</b>
25..	32.1	Appointing Authority for the Arbitrator: <b>Not Applicable</b>
<b>Notices (GCC Clause 34)</b>		
26.	34.1	<b>Eng. Dr. Salha Mohammed Kassim, Director General, ZANZIBAR WATER AUTHORITY (ZAWA) of Malawi Road, Msikiti Mabiliu 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</b> Email : <a href="mailto:zawapdm@gmail.com">zawapdm@gmail.com</a> <b>M/S AMTAS ENTERPRISES 6, BANK OF BARODA SANSKAR SOCIETY JIVRAJ PARK AHMEDABAD GUJARAT- 380051, INDIA, Phone +91- 79 - 66634200 FAX +91-79- 66634218, Email, m: manish@sushenmed.com</b> hereinafter called the "SUPPLIER" of the second part.

# SPECIFIC POWER OF ATTORNEY

Made under Registration of Documents Act, [CAP 117 R.E 2002]

AMTAS ENTERPRISES of 6, BANK OF BARODA SANSEKAR SOCIETY (JVRA) PARK AHMEDABAD 380051 GUJARAT INDIA is hereby nominates, constitute and appoints Mr. ALI BAKAR ALI of P.O. Box 14713 Dar es Salaam and a resident of Dar es Salaam to be a lawful attorney and confer upon him the powers hereunder stated.

1. To execute, make, effect, approve, collect, sign, execute, deliver, make payments and or issue any documents, and instruments [all as a deed or not] which the Attorney in its absolute discretion considers desirable in respect of a contract for supply of Two (02) Drilling Rigs.

2. To represent the Principal in all matters, perform any lawful act in relation to the Tender herein above mentioned.

3. This Power of Attorney shall be valid from the date of execution until revoked by the Principal.

WHEREFORE, this document has been executed as a deed and is delivered and takes effects on the date stated herein above.

In witness whereof, the principal has executed this instrument this 08<sup>th</sup> day of December 2021.

FOR THE PRINCIPAL [AMTAS ENTERPRISES]



MANISH KULABKAR

*[Signature]*

Signature:

Names:

Date:

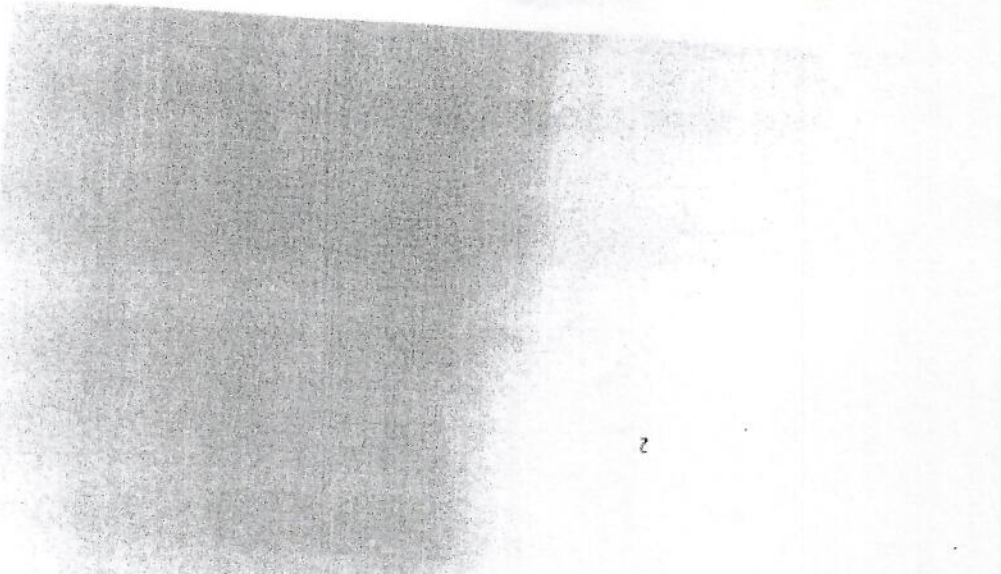
08<sup>TH</sup> DECEMBER 2021

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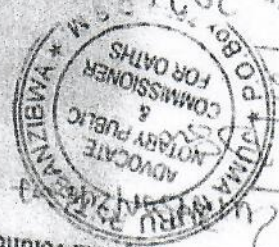
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Date: 8th December 2021  
 Signature: [Signature]  
 Address: P.O. Box 7830  
 Names: Limy Dora



The undersigned, witnessed the signatures on this Power of Attorney and signed it freely and voluntarily and effect of this Power of Attorney and the ATTORNEY and I affirm that both the Principal and the PRINCIPAL appeared before me in a state of a sound mind and aware of the nature

**AFFIRMATION BY WITNESS**

Date: 8th DECEMBER 2021  
 Attorney's Signature: [Signature]  
 Address: P.O. Box 14713, DAR ESSALAM  
 Names: ALI BAKAR ALI

The undersigned Attorney executes this Power of Attorney and by such execution does hereby affirm that the Attorney accepts the appointment as an attorney, understands the duties under the Power of Attorney and under the law and that has a duty to act as required to do so on behalf of the Principal as set forth in this power of attorney.

**ACCEPTANCE BY THE ATTORNEY**

**4. Price Schedules for Supplies and Related Services (a) Price Schedule for**

NAME OF BIDDER

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Quantity	Unit price of entry (specify port or CIP named place) specify border point or place of destination)	TOTAL CIP or CIP price per item (col 4 x5)	Unit price of inland delivery to final destination and unit price of other incidental services	Import duties, sales taxes, VAT
1	Truck Mounted Hydraulically operated KLR Make Model DTHR 300 DTH cum ROTARY Drill Rig, capable of drilling 300 Mtrs	INDIA	2	\$ 651600.00 CIP ZANZIBAR PORT	\$651,600.00	NA	NA

NAME: AMTAS ENTERPRISE in the capacity of : DIRECTOR

Signature of Bidder :



Day of : December 2021

Dated on : 21<sup>st</sup>

Note: In case of discrepancy between unit price and total, the unit price shall prevail

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BANK OF BARODA SANSKAR SOCIETY JIVRAJ PARK AHMEDABAD GUJARAT INDIA 380 051  
 Email: manish@sushemmed.com

Sec VIII-3

Note: In case of discrepancy between unit price and total, the unit price shall prevail



NAME: AMTAS ENTERPRISE in the capacity of : DIRECTOR

Signature of Bidder :

Duly Authorized to Sign the Bid for and on behalf of : AMTAS ENTERPRISE

Dated on : 21<sup>st</sup> Day of : December 2021

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price EXW per item	Total Price EXW per item (col 4 x 5)	Total Price TZS (15-2340)
A	Truck Mounted Hydraulically operated KLR Make Model DTHR 300 DTH cum ROTARY Drill Rig, capable of drilling 300 Mtrs	INDIA	2	\$ 325,800.00	\$ 651,600.00	\$ 1,524,744,000.00
B	Cost of local Transport of all goods to the final destination					
C	Insurance					
D	TOTAL COST (A+B+C)					
E	VAT of Total Cost					
	Grand Total (D+E)					

NAME OF BIDDER

(b) Price Schedule for Domestic Goods offered from Zanzibar

Sec VIII-2

**AmTas**  
ENTERPRISE

"

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Date: on 08-12-2021 day of Wednesday

Duty authorized to sign this Authorization on behalf of KLR INDUSTRIES LTD

Title: Manager - Export Division

Name: M. Siva Reddy



Signature

Signed:

We KLR INDUSTRIES LTD, who are official Manufacturer of DRILLING RIGS AND ITS ACCESSORIES, having factories at Cherlapally, Hyderabad, INDIA do hereby authorize AMTAS ENTERPRISE 6, BANK OF ARODA SANSKAR SOCIETY JIVRAJ PARK AHMEDABAD 380051 GUJARAT INDIA to submit a the quotation the purpose of which is to provide the Drilling Rigs manufactured by us Supply and Delivery and to subsequently negotiate and sign the Contract.

WHEREAS

to: The DIRECTOR GENERAL ZANZIBAR WATER AUTHORITY ZANZIBAR

Date: 8.12.2021

Manufacturer's Authorization

KLR INDUSTRIES LTD. H/O WORKS SURVEY NO 322/1, CHERLAPALLY ROAD, SOIL POST HYDERABAD 500 082 A INDIA. PH: 01-40 2712623 2712622 2712624 2712625 2712626 2712627 2712628 2712629 2712630 FAX: 01-40 2712058 Email: klr@klrinternational.com / info@klrinternational.com / www.klrinternational.com



BOQ OF DRILLING RIGS

S.N	DESCRIPTION	TOTAL QTY
0	<p>Manufacture and Supply of Truck Mounted Hydraulically operated KLR Make Model DTHR 300 DTH cum ROTARY Drill Rig, capable of drilling 300 Mtrs as per the Technical specifications enclosed.</p> <p><b>Scope Supply includes</b></p> <ul style="list-style-type: none"> <li>Sturdy Structural Channel mast with 15 Ft (4.5 Meter) long Rod handling capacity,</li> <li>Dia 140 mm Feed Cylinder,</li> <li>L &amp; T Pumps (6 port +6 Port),</li> <li>Heavy Duty Rotary head gear box with Mud swivel attachment,</li> <li>Hydraulic Oil Cooler - 70 GPM,</li> <li>Break out wrench,</li> <li>Water Injection Pump- 80 LPM,</li> <li>Welding generator- 400 AMPS (Dynamax make),</li> <li>Single Rod Changer of 1-ton winch capacity,</li> <li>Hydraulic jacks Box type - 04 No's- Dia 100mm,</li> <li>PTO arrangement from Truck engine,</li> <li>Tool boxes and Hammer Boxes will be provided.</li> </ul>	02 Unit
1	<p>Carrier Truck: Ashok Leyland Make and of Model - 2523, for mounting of Drill Rig, Mud pump and compressor.</p> <p>Air Compressor: ATLAS COPCO make and Capacity 1100 CFM and 300 PSI (21 BAR). For Carrying out the DTH Drilling operation.</p> <p>6"X6" Mud Pump: G&amp;P company make Mud pump shall be provided for Rotary Drilling application.</p> <p>4 1/2" Drill Rods x 15 Feet Long Friction welded &amp; Induction hardened</p> <p>6.5" Speed Hammer Assembly</p> <p>6 1/2" DTH Button Bit</p> <p>8" DTH Button Bit</p> <p>6", 8", 10" and 12" &amp; 14" Clay Bits- ROCKET TYPE ( Each 01 No)</p> <p>14" &amp; 16" Clay Bits- BLADE TYPE ( Each 01 No)</p> <p>Drilling Tools and Accessories as per ANNEXURE - I</p>	02 No
2		02 No
		02 No
		04 No's
		04 No's
		04 No's
		02 Set
		02 Set
		02 Set
		134 No's



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01	4.5" ROD GUIDE 14.5" BG	NO	2
02	6.5" HAMMER GUIDE 14.5" BG	NO	2
03	4.5" ROD SPANNER	NO	2
04	6.5" HAMMER SPANNER	NO	2
05	4.5" ROD CARRIER	NO	2
06	4.5" MT ADAPTOR 670 L	NO	2
07	6.5" DTH BIT SPANNER	NO	2
08	8" DTH BIT SPANNER	NO	2
09	6.5" CASING CLAMP	NO	2
10	6.5" CASING ELEVATOR	NO	2
11	6.5" CONVERSION SUB	NO	2
12	8" CASING CLAMP	NO	2
13	8" CASING ELEVATOR	NO	2
14	8" CONVERSION SUB	NO	2
15	6" Tricone bits for Hard formation	NO	2
16	8" Tricone bits for Hard formation	NO	2
17	9 7/8 Tricone bits for Hard formation	NO	2
18	12 1/4 Tricone bits for Hard formation	NO	2
19	GPS SYSTEM fitted in the rigs	NO	2

**DRILLING TOOLS AND ACCESSORIES**

**ANNEXURE - I**

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This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017.

Name		Designation		Jurisdictional Office		9. Date of Issue of Certificate		06/07/2018	
Signature		Particulars of Approving Authority		8.		7. Type of Registration		Regular	
Validity unknown		Digitally signed by AMTAS GOODS AND SERVICES TAX NETWORK		Date: 2018.07.06 17:33:33 IST		6. Period of Validity		From 01/07/2017 To NA	
5. Date of Liability		4. Address of Principal Place of Business		3. Constitution of Business		2. Trade Name, if any		1. Legal Name	
01/07/2017		6, SANSKAR SOCIETY, BANK OF BARODA, JIVRAJPARK, Ahmedabad, Gujarat, 380051		Proprietorship		AMTAS ENTERPRISE		MANISH MADHUKAR KULABKAR	

Registration Number : 24ACPPK1784J128

Registration Certificate

Government of India  
Form GST REG-06  
[See Rule 10(1)]



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Total Number of Additional Places of Business in the State 0

Details of Additional Places of Business

GSTIN	Legal Name	Trade Name, if any
24ACPPK1784J1Z8	MANISH MADHUKAR KULABKAR	AMTAS ENTERPRISE



**ZANZIBAR WATER AUTHORITY**



P. O. Box 59, Chake Chake,  
PMBA

Tel/Fax : +255 24 245 2652  
E-mail : [info@zawa.go.tz](mailto:info@zawa.go.tz)

Date: 21<sup>th</sup> JANUARY 2022

P. O. Box 460  
ZANZIBAR

Tel/Fax : +255 24 223 1151  
E-mail : [info@zawa.go.tz](mailto:info@zawa.go.tz)

Our Ref : ZAWA /A/10/10/150

Amtas Enterprise,  
P.O. BOX 15651,

TEL: + 91-79-66634200

Fax: +91-66634218

Email: [manish@sushenmed.com](mailto:manish@sushenmed.com)

INDIA.

Re: SUPPLY OF TWO (2) DRILLING RIGS.

Sub: Notification of Award

This is to notify you that the Client (ZAWA) has accepted your offer and you have been awarded the contract for provision of Supply of Two (2) Drilling Rigs amounting to USD 651,600.00 (Six Hundred Fifty One Thousand, Six Hundred Only) exclusive of tax.

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

Sincerely,  
Dr. Salim M. Kassim  
Director General,  
Zanzibar Water Authority

Zanzibar Water Authority

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1. Letter of Acceptance

Letter of Acceptance

Date : 22.01.2022

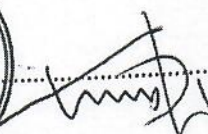

To:

The Director General

ZANZIBAR WATER AUTHORITY (ZAWA)

ZANZIBAR

This is to notify you that your Bid dated December 2021 for execution of the NAME OF THE PROJECT: DEVELOPMENT OF NATIONAL SOCIAL WELFARE UNDER COVID-19 SMZ/IMF/No 104/G/IRNCT/2021/2022/05 for the Contract Price of the equivalent of Usd 651600.00 ( American Dollars Six Hundred Fifty One Thousand Six Hundred Only ), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us. This is to notify you that we have accepted to execute the contract of supplying 2 Rigs for the amount of Usd 651600.00 ( American Dollars Six Hundred Fifty One Thousand Six Hundred Only ) as offered by your letter dated 21.01.2022.

Authorized Signature:  

Name and Title of Signatory: MANISH KULABHAK - PROPRIETOR

Name of Agency: AMTAS ENTERPRISE INDIA

Attachment: Contract: .....





Tender-Securing Declaration

Date: 1.02.2022

Tender No.: SMZ/IMF/No 104/G/IRNCT/2021/2022/05  
For SUPPLY OF NETWORKING EQUIPMENTS AND TOOLS

To: The Secretary of the Tender Board

Zanzibar Water Authority

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: MANISH KULBARKAR  
In the Capacity of PROPRITIORS AMTAS ENTERPRISE INDIA  
Duly authorized to sign the bid for and on behalf of: AMTAS ENTERPRISE



Dated on 1st February, 2022

Corporate Seal (where appropriate)

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KUMBUKUMBU YA KIKAO CHA MAJADILIANO (NEGOTIATION) BAINA YA ZAWA NA KAMPUNI YA AMTAS ENTERPRISES" KUHUSIANA NA UNUNUZI WA MAGARI 2 YA KUCHIMBIA VISIMA (RIGI) KILICHOFANYIKA UKUMBI WA MKUTANO ZAWA.

Tarehe: 13/01/2022 Pahala: Ukumbi wa mikutano ZAWA

Muda: 12:45 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	Muallikwa
5.	Asma Rajab Mbarouk	Afisa Manunuzi - ZAWA	Muallikwa
6.	Masoud Ramadhan Ahmada	Afisa Manunuzi - ZAWA	Muallikwa
7.	Rashid Mohammed	PPM - ZAWA	Muallikwa

WAWAKILISHI

JINA	KAMPUNI	USHIRIKI	WAKE
1.	Ali Bakari Ali	Amtas Enterprises	Muwakilishi
2.	Othman Bakar	Amtas Enterprises	Muwakilishi

B: AJENDA

NAMBA	AJENDA
1.	Ufunguzi wa kikao.
2.	Utambulisho kwa wajumbe na waalikwa.

SK



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Agenda	Maelezo
1.	• Ufunguzi wa kikao. • Mwenyekiti alifungua kikao saa 12:45 jioni.
2.	Utambulisho kwa washiriki wa kikao. • Mwenyekiti aliruhusu washiriki kujitambulisisha katika kikao hicho, mshiriki kutoka Kampuni ya Amtas Enterprises alijitambulisisha kwa jina la Ali Bakar Ali na Othman Bakar.
3.	Kuthibitisha agenda. • Wajumbe walizipitia agenda na kuthibitisha agenda hizo na kufanya mabadiliko ya Agenda kama ifuatavyo.
4.	Uwasilishaji wa Hati ya Uwakala "Power of Attorney" • Muwakilishi kutoka Amtas Enterprises aliwasilisha hati ya uwakala katika kitabu chake cha zabuni ambayo uwakala huo ulianza tarehe 1/1/2021 hadi 31/12/2022.
5.	Maelezo kutoka kiongozi wa kampuni ya "Amtas Enterprises" • Muwakilishi kutoka Amtas Enterprises 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 Gari 2 za kuchimbua visima (RIGI).
6.	Maelezo kuhusu makato ya kodi "CIF"

C: MAELEZO YA AJENDA

3.	Kuthibitisha agenda.
4.	Uwasilishaji wa Hati ya Uwakala "Power of Attorney"
5.	Maelezo kutoka kiongozi wa kampuni ya "Amtas Enterprises".
6.	Maelezo kuhusu makato ya kodi "CIF"
7.	Utaribu wa malipo (Payment Schedule)
8.	Muda wa Kuleta mzigo.
9.	Menginyo.
10.	Kufunga Kikao.

**ZIMETHTIBITSHWA NA**

  
 NDG: Ali Bakari Ali

Muwakilishi  
 Amtas Enterprises

Tarehe.....

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



7.	<p><b>Utaratibu wa malipo (Payment Schedule)</b></p> <p>Muwakilishi kutoka Kampuni ya " Amtas Enterprises " aliomba malipo yafanyike kwa awamu mbili ambayo ni:-</p> <ul style="list-style-type: none"> <li>• 70% alipwe baada ya kufunga mkataba.</li> <li>• 20% alipwe baada ya kuleta mzigo.</li> </ul>
8.	<p><b>Muda wa Kuleta mzigo.</b></p> <ul style="list-style-type: none"> <li>• Mzigo wa RIGI utaletwa ndani ya wiki 7 mpaka 10 baada ya kusaini mkataba.</li> </ul>
9.	<p><b>Menginyo.</b></p> <ul style="list-style-type: none"> <li>• Muwakilishi kutoka Kampuni ya "Amtas Enterprises" ameleza yakwamba baada ya kuleta mzigo watafanya "services after sales" ikiwa itatokezea hitilafu zozote ndani ya kipindi cha "Warrantee".</li> <li>• Vilevile watatoa mafunzo bure kuhusiana na utumiaji wa vifaa hivyo.</li> </ul>
10.	<p><b>Kufunga Kikao.</b></p> <ul style="list-style-type: none"> <li>• Mwenyekiti alifunga kikao saa 01:30 za Usiku.</li> </ul>

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