## ZANZIBAR WATER AUTHORITY (ZAWA)



CONTRACT NO: SMZ/IMF/104/G/RNCT/2021/2022/12

#### FOR

POWER SUPPLY AND INSTALLATION OF ELECRTICITY FOR THE PROJECT CONSTRUCTION OF ON- GROUND & ELEVETED WATER TANKS IN UNGUJA AND PEMBA UNDER DEVELOPMENT OF NATIONAL SOCIAL WELFARE UNDER COVID-19

BETWEEN

ZANZIBAR WATER AUTHORITY(ZAWA)

P.O.Box, 460 - ZANZIBAR

AND

ZANZIBAR ELECTRICITY CORPORATION

P.O.Box, 235 ZANZIBAR

**JUNE, 2022** 



#### SECTION 1: CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the 21 day of June, 2022 between Zanzibar Water Authority (ZAWA), P.O. Box 460, Mabuluu, Zanzibar (hereinafter called "the Purchaser" on the one part and ZANZIBAR ELECTRICITY CORPORATION P.O.BOX 235 Zanzibar (hereinafter called "the Supplier") on the other part:

WHEREAS the Purchaser invited services, viz POWER SUPPLY AND INSTALLATION OF ELECTRICITY SERVICES to Bambi Ground Tank, Bumbwini Eleveted Tank, Tumbatu Eleveted Tank, Mgeni Haji Eleveted Tank, Unguja Ukuu Eleveted Tank in Unguja and Chanjaani Ground Tank, Pujini Eleveted Tank, Makangale Eleveted Tank, Shumbamjini Eleveted Tank and Kiwani Eleveted Tank in Pemba and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian shillings One Hundred Eighteen Million One Hundred Twenty Two Thousand, Two Hundred Fifteen and Sixty Two cent (TZS, 118,122,214.62/=) including VAT. (hereinafter called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. This contract shall commence after both parties have signed the contract and shall end after the warrant period stipulated in this contract has expired.
- 3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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- a) The Agreement
- b) General Conditions of Contract
- c) Special Conditions of Contract
- d) Schedule of Requirements
- e) Technical Specifications
- f) Price Schedule
- 4. In consideration of the payments of One Hundred Lighteen Million One Hundred Twenty-Two Thousand, Two Hundred Fifteen and Sixty-Two Cent (TZS, 118,122,214.62/=) including VAT to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable



under the provisions of the contract at the times and in the manner prescribed by the contract.

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

FOR AND ON BEHALF OF ZANZIBAR WATER AUTHORITY (ZAWA) Name: Bog- DR SALHA MOHAMMED KASSIM Signature: Designation: DIRECTOR IN THE PRESENCE OF: Name: HADDA MAKAME JUM Signature: FOR AND ON BEHALF OF ZANZIBAR ELECTRICITY CORPORATION Name: MSHENGA HAIDAR MSHENGA Signature: \_\_\_\_ Designation: GENERAL MANAGER Date: IN THE PRESENCE OF: Name: APAFA SI KHAMIS SHIRIKA LA UMEME ZANZIBAR S. L. P. 235 Signature: SAINI. Designation: LEGAL OFFICER



Date: 27 06 2022

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)





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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 assistanted, ZANZIBAF training, initial maintenance and the such 235 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 Purchaser and is named as such in the Contract Agreement.

- k) "The Project Site" where applicable, means the place or places named in SCC.
- 1) "Day" means calendar day.
- m) 'Effective Date" means the date on which this Contract becomes effective pursuant to GCC.
- 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 SUPPLE CANZIBAR supersede them.
- 3.1 The Contract as well as all correspondence documents relating to the contract exchanged by t



- 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 purchaser.
- 7.4 The Supplier shall permit the Government of Zanzibar or / and donor agencies involved in financing the project to TARPECT Supplier's accounts and records relating to the performance of the Supplier and to have them audited auditors appointed by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies, if so, required by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies.



# 8. Patent 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. Performanc e 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 Inspectionsand Test

10.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such inspections of the Goods and Related Services as are 35 specified in the SCC.



- 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.
- 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 sherework Limitates 235



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 Transportat . ion
- 14.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS
- 15 IncidentalServices
- 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;
  - Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d) Performance or supervision or maintenance 235 and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that

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- 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.
- 16.1 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
- The Supplier warrants that the Goods supplied under 17. the Contract are new, unused, of the most recent or 1 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 arising from design, materials, no defect. 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. 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. The Purchaser shall promptly notify the Supplier in
- writing of any claims arising under this warranty. 3
- Upon receipt of such notice, the Supplier shall, within 17.
- the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- If the Supplier, having been notified, fails to remedy the 17. 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

- The Contract Price, including any Advance 18.
- Payments, if applicable, shall be paid as specified in 1 the SCC.
- The Supplier's request for payment shall be made 18. to the Purchaser in writing, accompanied by 2 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.
- Payments shall be made promptly by the Purchaser, 18. 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
- The currencies in which payments shall be made to 18. the Supplier under this Contract shall be those in which the bid price is expressed.
- In the event that the Purchaser fails to pay the Supplier 18. any payment by its due date or within the period set 5 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. SHIRIKA LA UMEME ZANZIBAR
- The Contract Price, including 18.

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Payments, if applicable, shall be paid as specified 6 the SCC.

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#### 19 Prices

- 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 charged by the Supplier for Goods delivered and 2 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

- 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:
  - 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. 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. 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
  . Amendment
- 21. Subject to GCC Clause 20, no variation in or1 modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 22 Assignment 22.

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Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations und SHIRIKALOA UNEXCAPZIBAR with the prior written consent of the other party. 235



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23 Subcontract 23.

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- 23. 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. Subcontracts must comply with the provision of GCC
- 2 Clause 4.

24. Delays in the Supplier's Performanc

- 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. 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. 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.

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## 25. Liquidated **Damages**

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Subject to GCC Clause 27, if the Supplier fails to deliver 25. any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

## 26. Terminatio n for Default

- The Purchaser or the Supplier, without prejudice to any 26. other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- Fundamental breaches of Contract shall include, but shall 26. 2 not be limited to the following:
  - the Supplier fails to deliver any or all of the Goods a) within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24;
  - the supplier has abandoned or repudiated the b) contract.
  - The Purchaser or the Supplier is made bankrupt or c) goes into liquidation other than for a reconstruction or amalgamation;
  - a payment is not paid by the Purchaser to the d) Supplier within 84 days of the due date for payment;
  - the Purchaser gives Notice that goods delivered with e) 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
  - the supplier, in the judgment of the Purchaser, has f) engaged in corrupt or fraudulent practices in competing for or in executing the ContractmEME ZANZIBAR



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. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 27. Force Majeure
- 27. Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
- 27. 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.

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- 28. Terminatio
  n for
  Insolvency
- 28. 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. Terminatio n for Convenien ce
- 29. The Purchaser, by written notice sent to the Supplier, 1 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. 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:
  - 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.



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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.

## 32. Replaceme nt of Adjudicato r

32. 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

- 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 Rice, P 235 otherwise, shall not exceed the total Contract Rice, P 235 provided that this limitation shall not apply to the cost of repairing or replacing defective equipment of the cost of repairing or replacing defective equipment of the cost of repairing or replacing defective equipment of the cost of repairing or replacing defective equipment of the cost of the cost of repairing or replacing defective equipment of the cost of



to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

#### 34. Notices

- 34. 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 the2 notice's effective date, whichever is later.

## 35. Taxes and Duties

- 35. A Supplier shall be entirely responsible for all taxes and levies imposed outside Zanzibar.
- 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.





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.9JVG
		Definitions (GCC Clause 1)
1.	1.1(i)	The Purchaser is: ZANZIBAR WATER AUTHORITY (ZAWA).
		Zanzibar – Tanzania Telephone: +255 242231151 Fax : +255 242231151 Email : zawapdmu@gmail.com
2.	1.1(j)	The Supplier is: ZANZIBAR ELECTRICITY CORPORATION  Zanzibar - Tanzania Tel. +255242302378, Email  info@zeco.co.tz
3.	1.1(k)	The Project site is: Bambi Ground Tank, Bumbwini Eleveted Tank, Tumbatu Eleveted Tank, Mgeni Haji Eleveted Tank, Unguja Ukuu Eleveted Tank in Unguja and Chanjaani Ground Tank, Pujini Eleveted Tank, Makangale Eleveted Tank, Shumbamjini Eleveted Tank and Kiwani Eleveted Tank in Pemba
		Governing Language (GCC Clause 3)
4.	3.1	The Governing Language shall be: ENGLISH/KISWAHILI
		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 Tanzania
		Performance Security (GCC Clause 9)
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: (10% of the Contract Price) Not applicable
8.	9.4	After delivery and acceptance of the Goods, the performance security shall remain to cover the Supplier's warranty obligations in accordance with Clause GCC 1312 RIVAL ADMINISTRANZIBAR S. L. P 235

TAREHE 27/06/1222

		Inspections and Tests (GCC Clause 10)
10.	10.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:  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.
		Packing (GCC Clause 11)
11.	11.2	The following SCC shall supplement GCC Clause 11.2:  The Goods shall be packed properly in accordance with standard export packing required
		Delivery and Documents (GCC Clause 12)
12.	12.1	For Goods supplied from abroad:  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:
		<ul> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, onboard bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of package;</li> <li>(iv.) Insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's want the Crifficate;</li> <li>(vi.) inspection certificate, Sistled by the Supplier's factory inspection report; and</li> </ul>
NUTHORITY	***	SAINI

		<ul> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</li> <li>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.</li> <li>[Other similar documents should be listed, depending upon the Incotern retained.]</li> </ul>
		Insurance (GCC Clause 13)
13.	13.1	The Insurance shall be in an amount equal to 100 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. The supplier shall insure the goods from Zanzibar insurance corporation
		Incidental Services (GCC Clause 15)
14.	15.1	Incidental services to be provided are:  [Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]
		Spare Parts (GCC Clause 16)
15.	16.1	Additional spare parts requirements are:  Supplier shall carry sufficient inventories to assure within the time 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.
		Warranty (GCC Clause 17)
16.	17.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be twelve months from the date of delivery. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Modract. It, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Purchaser shall:
S S S S S S S S S S S S S S S S S S S	i i	SAINI

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		The payment of goods shall be made as follows:  (i) Advance Payment: 50% of the contract price which shall be made after the submission of unconditional bank guarantee of the same price  (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 Patrol Patrol Patrol Contract Price SHIRIKALA S.L. P 235
16.	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  The Payment 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.
18.	18.1	Payment (GCC Clause 18)
17.	17.4	The period for correction of defects in the warranty period is 2 weeks
		(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 0.2 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
		<ul> <li>(a) Order Supplier to make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</li> </ul>

19.	18.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be Not Applicable
		Prices (GCC Clause 19)
20.	19.1	Prices shall <b>NOT</b> be adjusted in accordance with provisions in the Attachment to SCC.
		Time of Delivery of the goods
21	24.1	The goods shall be delivered at site within three months from the date of signing the contract.
		Liquidated Damages (GCC Clause 25)
22.	25.1	Applicable rate is 0.2 percent per day of undelivered materials/goods  Maximum deduction: is equal to the performance Security
		Procedure for Disputes (GCC Clause 31)
24.	31.1	If there is any dispute, the parties shall use their best efforts to settle such dispute amicably. If such method of settlement has failed to solve the matter, the dispute shall be submitted to the Zanzibar Commercial Court.
25	32.1	Appointing Authority for the Arbitrator:
		Notices (GCC Clause 34)
26.	34.1	Director General ZANZIBAR WATER AUTHORITY(ZAWA) Mabuluu, Zanzibar Telephone: +255 242231151 Fax : +255 242231151 Email : zawapdm@gmail.com P.O BOX 460- ZANZIBAR.





## -ZANZIBAR ELECTRICITY CORPORATION

Our Ref.

Enquirey:

024 2238321

Emergency.

024 2230232



Head Office:

P. O. Box: 235.

Zanzibar Tanzania

Tel.

+255 24 230237/8

Tel

+255 77 4334455

Fax

+255 24 2231906

Email

info@zeco co tz

COST	EST	IMATE	FOR	POWER	SUPPLY
------	-----	-------	-----	-------	--------

**CUSTOMERS NAME:** 

ZANZIBAR WATER AUTHORITY

(SIMBA DEVELOPERS LTD)

BAMBI

ZANZIBAR

#### JOB DESCRIPTION

1 To Construct 33KV O/H Line

1km

2 To Construct 33/0.4KV Transformer Station

50KVA

2 Construction of three phase main line

50M

#### **ESTIMATED COSTS**

1	Construction of 33KV O/H Line	37,415,595.00
2	Construction of Transformer Station	20,482,880.00
3	Construction of three phase main line	2,931,354.00
	TOTAL ESTIMATED COSTS	60,829,829.00

Prepared by:

Planning Engineer.

ZECO - ZANZIBAR

Date: 09/05/2022

Approved by:

Operation Manager.

Date

0. 1000 2022

NOTE:

This Estimate is valid for a period of three (3) months from the date issued.

fur 3/05/2022



NAME	ZANZIBAR WATER AUTHORITY				
PLACE	BAMBI		Distance	1000	111
tem No	LINE MATERIALS	Qty	Unit P	rice	Total Amount
141	Impregnated wooden poles ( Creosote) - 10m	0	190,000 00	each	0
142	Impregnated wooden poles ( Creosote) - 11m (M)	8	230,000.00	each	1,840,000
	Impregnated wooden poles (Creosote) 11m (S)	6	335,000 00	each	2,010,000
144	ACSR - 100 sqmm - HARE	3,300	4,500 00	metre	14,850,000
145	Cross arm for H - pole	6	198,000 00	each	1,188 000
146	Crossams L type 2400mm	9	198,000 00	each	1,782 000
	Tie straps	18	15,250 00	each	274 500
	Bolt and nuts M20 x250mm	24	8,500.00	each	204,000
	Bolt and nuts.M20 x40mm	40	5,000 00	each	200,000
H10	Terminating Straps - 544 mm	9	70,000.00	each	630,000
1311	Disc Insulators.	24	44,000.00	each	1,056,000
H12	Hook bolts M16X250mm c/w nuts and wshers	2	10,500 00	each	21,000
H13	Shackle, type SL390	12	10,500.00	each	126 000
H14	Socket eye	12	10,500.00	each	126 000
H15	Ball eye	12	10,500.00	each	126,000
H16	Terminating clamps for 100sqmm ACSR	12	48,400.00		580,800
H17	11KV Pin Insulators	29	51,500 00	each	1,493,500
HIS	Conic pin for pin insulator,M24th,thread	29	20,000.00	each	580,000
H19	Top tie preformed for ACSR 50sqmm	27	4,500.00	each	121,500
H20	Side tie preformed for ACSR 50SGMM	2	4,500.00	each	9,000
	Stay materials complete	6	175,000.00	each	1,050,000
	PG Clamps	6	10,500.00	each	63,000
	Joints for ACSR 100 sqmm - FARGO	0	55,000.00	each	Ó
	Stones for Locking	0	100,000.00	trip	0
	Danger plates	14	10,500.00	each	147,000
	Number Plates	14	5,000.00	each	70,000
	Berbed wire	70	3,500.00	metre	245,000
	Nails for danger plate/Number plates	84	500.00	each	42,000
1	U nails	1	40,000.00	kg	40,000
		Sub tota	l (Materials)		28,875,300
	LABOUR CHARGES				
	Surveying/Designing	2	75,000.00	per day	150,000
	Digging/Pole erection	14	50,000.00	per pole	700.000
	Digging/Stay erection	6	40,000.00	per stay	240 000
0.000 (0.000 (0.000 )	Cross-arm erection	6	30,000.00	each	180 000
	Conductor pulling/Stringing	1	750,000 00	per km	750 000
	Binding/Final checking	1	300,000.00	per km	300 000
H36	Bush clearing	1 Sub total	500,000 00 (Labour)	per km	500 000 2,820,000
ŀ	TRANSPORT CHARGES	T			
- 1	Transport of workers	8	30,000.00	ner day	240 000
	Transport of materials	6	100,000 00	AND THE RESERVE OF THE PARTY OF	600 000
		Sub tota	I (Trans, Char	jes)	840,000.
	Prepared by:		I (Mat+Lab+Tr		32,535,300.
		Add. 15%	VAT		4,880,295.

	CUSTOMERS NAME: ZAN PLACE: BAMBI			
Item. No.	MATERIALS	Oty	Unit Price	Total Amount
T01	Distribution Transformer,	1	10,935,000.00	each 10,935,000.0
	Specification:			
	Three phase oil immersed, core type,outdoor			
	Rated Power at Ambient Temp. 40°C - 50kVA			
	Voltage Ratio: 11,000V/400 - 230V Vector group Dyn 11	1 1		
	Impedance not greater than 4.5 %	1 1		
	Highest System Voltage - 12kV			
	Temperature insulation class 'A'			
	Off Load tapping on HV side - + 5%			
	Frequency - 50 Hz. Cooling ONAN			
T02	11KV dropout fuses	3	260,000.00	ach 780,000.00
T03	11KV Lightening arrestors	3		ach 780,000.0
T04	Crossarm U type,2400mm	3	198,000.00 08	ach 594,000.00
T05	Crossarm L type,2400mm(for mounting LV fuse)	1 1	198,000.00	ach 198,000.00
T06	Bare Copper wire - 35 sqmm for Earthing	100	13,084.00 m	etre 1,308,400.00
T07	PVC Wire copper wire 35sqmm	15		etro   196,260.00
T08	Copper Earth electrodes	8		ach 600,000.00
T09	Transformer Tail - Copper - 95 sqmm PVC/PVC	24		etro 785,040.00
	Outdoor pole mounted fuses (Lucy Cutout)	3	- 10 m/20 0 (10 m) かいまい かわまりがらい 40 m) - 11 m) - 1	nch 585,000.00
	Copper Lugs - 50 sqmm - HT Side	6		ach 60,000.00
	Copper Lugs -95 sqmm for L/T side	8 3		nch 100,000.00
	PG Clamps 95sqmm Al/Cu lug 95sqmm	3 4		nch 31,500.00 nch 50,000.00
	Salt	14		nch 50,000,00 nch 58,000.00
	Charcoal	6		okt 90,000.00
	Bolts M20X250mm c/w nuts and washers	10		et 85,000,00
100000000000000000000000000000000000000	Bolts M12X50mm c/w nuts and washers	3		ot 15,000.00
		Sub to	tal ( Materials)	17,251,200.00
	LABOUR CHARGES :			
AUSTRALIA DE SE	Survey - Supervision	2	75,000,00 por	
	nstallation of Transformer	1	150,000,00 oa	
T22 [	Digging earth pits/ Installation of Earthing System	2	50,000,00 :om	plet 100,000.00
		Sub tot	al (Labour)	400,000,00
	RANSPORT CHARGES :		00 000 00	
State of the state	ransport of workers	2	30,000,00 per	
31	ransport of Materials	Cub test	100,000,00 per	
			al (Trans charges)	
	Prepared by:	Sub tot	al ( Mat +Lab+ Tra	ins." 17,811,200.00
3	SEIF RASHID			
	*****	15% V/	NT T	2,671,680.00
P	Planning Engineer, ZECO			

NB:

This estimate is valid for a period of three (3) months from the date issued.

-	COSTOMER'S NAME	OWINKE	E PHASE N	AINLO	***
	MATERIALS AND COSTS ESTIMATE FO CUSTOMER'S NAME AREA/HOUSE NO.	ZANZ	BAR WATE	AIN/SER	VICE LINE
	STREET		- WALE	R AUTHO	RITY
Item No.	Materials - Description	BAMB			DISTANCE
1.01	impregnated wooden pole - 9m	Qty	Unit	Price	50m
L02	AAC XLPE 4x50sqmm	2	180,000.		Total Amount
1.03	AAC XLPE 4x25samm	50	15,000:		360,000.
1.04	Hook bolts M16X250mm c/w nuts and washer	25	5,000.0		750,000.
L05	Tension clamps - 4x50sqmm	S 4	9,000.0		125,000.
L06	Tension clamps - 4x25sqmm	4	16,000.0		36,000,
L07	Suspension clamps	2	12,500.0		64,000.
1.08	Roof pole materials	0	18,000.0		25,000.0
L09	Three Phase Prepaid kwh meter	1	40,000.0		0.0
L10	Three core neutral screen 16sqmm	1	350,000.0		40,000.0
L11	2Core flat wire -copper 10sqmm	5	19,530.0		350,000.0
L12	Tee off Clamps-95/95sqmm	2	7,100.0		97,650.0
L13	Stay Materials - Complete:-	12	10,000.0		14,200.0
	Stay Rod - 1.8m		1	0 each	120,000.0
	Stay hould	2	47,000,0		
	Stay Insulator	2	7,050.00	complete	1
	Stay wire - 50 sqmm	20	4,112.50		14,100.0
	Guy grip dead end for 50 sqmm	6			82,250.0
	Top make off	2	14,100.00		84,600.0
	Stay Plate	2	15,862.50		31,725.0
L14	Stay block	2	1,410.00		2,820.00
322000000000000000000000000000000000000	Meter Accessorier:-	-	14,687.50	each	29,375.00
	Cable cleats	10	000		
	Fisher	14	882.00		8,820.00
1	Screws	14	16.50	each	231.00
1'	Meter Seal	2	58.75	each	822,50
			705.00	each	1,410.00
L	ABOUR CHARGES :	Material C	osts		0.000.00
	Survey work				2,332,003.50
	Digging of holes	4	1,875.00	ner tech	7
L22 N	Main /service line work	4	17,625.00	per holo	7,500.00
L23 N	Meter Installation/Inspection	10	7,500.00	per tech	70,500.00
		4	3.750 001	per tech	75,000,00
T	RANSPORT CHARGES :	abour Cha	arges	POLICEIT	15,000.00
L30  T <sub>1</sub>	ransport of Surveyors				168,000.00
r21   11	ransport of workers/materials	2	9,000.00	per trip	40.000.00
L32 Tr	ransport of Meter Inspectors	1		per trip	18,000.00
		1	9,000.00	per trip	9,000.00
Su	ate:	ransport C	harges		49,000,00
Ap	oproved by	ub - Total			2 540 000 50
1		dd (15% V	AT)		2,549,003.50
-			.53		382,350,53
Da	ate: 09/05/2022	otal Costs			

# -ZANZIBAR ELECTRICITY CORPORATION

Our Ref:

Enquirey:

024 2238321

Emergency:

024 2230232



Head Office:

P. O. Box: 235,

Zanzibar Tanzania

Tel:

+255 24 230237/8 +255 77 4334455

Fax:

+255 24 2231906

Email:

info@zeco.co.tz

## COST ESTIMATE FOR POWER SUPPLY

CUSTOMERS NAME:

ZANZIBAR WATER AUTHORITY

(SIMBA DEVELOPERS LTD)

BUMBWINI

ZANZIBAR

JOB DESCRIPTION

1 To Construct three Phase Main/Service line

550m

**ESTIMATED COSTS** 

1 Construction of three Phase Main/Service line	14,545,411.00
·	10.10,111.00
·	
TOTAL ESTIMATED COSTS	
TOTAL COSTS	14,545,411.0

Prepared by:

Planning Engineer.

ZECO - ZANZIBAR

Date: 09/05/2022



	MATERIALS AND COSTS ESTIMATE FO		BAR WATER		
	AREA/HOUSE NO.			AUTHOR	DISTANCE
	STREET	BUMBY	VINI		550m
Item No.	Materials - Description	Qty	Unit P	rice	Total Amount
L01	Impregnated wooden pole - 9m	10	180,000.00	each	1,800,000.00
L02	AAC XLPE 4x50sqmm	550	15,000.00		8,250,000.00
L03	AAC XLPE 4x25sqmm	30	5,000.00		150,000.00
L04	Hook bolts M16X250mm c/w nuts and washers	12	9,000.00		108,000.00
L05	Tension clamps - 4x50sqmm	4	16,000.00	40.000.000.000	64,000.00
L06	Tension clamps - 4x25sqmm	2	12,500.00		25,000 00
L07	Suspension clamps	8	18,000.00		144,000.00
L08	Roof pole materials	1	40,000.00	The second second	40,000.00
L09	Three Phase Prepaid kwh meter	1	350,000.00	100000000000000000000000000000000000000	350,000.00
L10	Three core neutral screen 16sqmm	5	19,530.00		97,650.00
L11	2Core flat wire -copper 10sqmm	2	7,100.00		14,200.00
L12	Tee off Clamps-95/95sgmm	12	10,000.00	THE PROPERTY OF	120,000.00
L13	Stay Materials - Complete:-	12	10,000.00	Cacii	120,000.00
	Stay Rod - 1.8m	5	47,000.00	complete	235,000.00
	Stay Insulator	5	7,050.00		35,250.00
	Stay wire - 50 sqmm	50	4,112.50		205,625.00
	Guy grip dead end for 50 sqmm	15	14,100.00		211,500.00
	Top make off	5	15,862.50	The second second	79,312.50
	Stay Plate	5	1,410.00		7,050.00
	Stay block	5	14,687.50	The second secon	73,437.50
L14	Meter Accessorier:-		11,001.00	Caon	70,707,00
	Cable cleats	10	882.00	each	8,820.00
	Fisher	14	16.50	Commence of the Commence of th	231.00
	Screws	14	58.75	1	822.50
	Meter Seal	2	705.00	E ROSCONINS CONTRACTOR OF THE PARTY OF THE P	1,410.00
		Material	Costs		12,021,308.5
	LABOUR CHARGES :		T		12,021,000.0
L20	Survey work	4	1.875.00	per tech	7,500.0
L21	Digging of holes	15	17,625.00	1 .	
L22	Main /service line work	10	22,500.00		WOMEN TO PROPERTY AND
L23	Meter Installation/Inspection	4		per tech	Control of the Contro
LLO	motor motorion repositori	Labour C	The second secon	I por teori	511,875.0
	TRANSPORT CHARGES :				
L30	Transport of Surveyors	2	9,000.00	per trip	18,000.0
L31	Transport of workers/materials	4	22,000.00	The same of the sa	88,000.0
L32	Transport of Meter Inspectors	1	9,000.00		9,000.0
		Transpor	rt Charges		115,000.0
	Surveyed by:	2 3 180		We so all the same the	100
	Date:	Sub - Tol			12,648,183.5
	Approved by	Add (15%	6 VAT)		1,897,227.5
	Planning Engineer - ZECO	W-1-1-0	-1:		14,545,411.0
	Date: 07/05/2022	Total Co	313		14,040,4111



# ZANZIBAR ELECTRICITY CORPORATION

Our Ref:

Enquirey:

024 2238321

Emergency:

024 2230232



Head Office: P. O. Box: 235,

Zanzibar Tanzania

+255 24 230237/8 +255 77 4334455 Fax: +255 24 2231906

Email: info@zeco.co.tz

## COST ESTIMATE FOR POWER SUPPLY

CUSTOMERS NAME:

ZANZIBAR WATER AUTHORITY

(SIMBA DEVELOPERS LTD)

TUMBATU

ZANZIBAR

JOB DESCRIPTION

To Construct 33/0.4KV Transformer Station Construction of three phase main line

50KVA

100M

ESTIMATED COSTS

1 Construction of Transformer Station	
2 Construction of three phase main line	20,528,880.00 4,073,735.00
TOTAL ESTIMATED COSTS	73,0,90
Prepared by:	24,602,615.00

Planning Engineer.

ZECO - ZANZIBAR

Date: 09/05/2022

Approved by:

Operation Manager.....

Date: 10/05/2022

NOTE:

This Estimate is valid for a period of three (3) months from the date issued.



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for the objection of the consequence of the first selections.		El Marino	(1)554725	
Explain Color Selection	4:	The state of	15.4 11	34737
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ABOUR CHARGES	But total	(Materials)		17261 880
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TRANSPORT CHARGES	Sub total	(Laluna)		4.30 (13)
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Aug to a final and	CUSTOMERS HAME AREADOUSE NO	FAHFIR	AR WATER AUTH	CHURCH
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llen, Li	Materials Theorything	TUMBA	TU	DISTANCE
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1.002	Implemental sandon pala tim  AAL SIPL Achterpoor	1	the miller sail	Topal Lugard
1117	AAT KILL	11111		1.41, 196,65
1 ()4	AAL XIII 4x / Kapping	26		11. 11. 11. 11. 11. 11. 11. 11. 11. 11.
1 111	These fields than a statute of section and washing	13	10.70	1201000
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1 1771	Sanity to octour a transper		10.77	197711
1 (31)	fired pole materials		4	18 8 8 8 8 1 8
1 1()	Three Phase Prepaid byth meta	1	Attitititititi	11/1/11/11
	Three core neutral screen thorping	6	19,19 (19,19 (19) - 1149 )	11.5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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1.13	Stay Materials - Complete -	17	10 000 000 000	120,1966, 6
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	Stry Insulator	1	Afticultural comple	198 (18,8) 5
	Stay who did symm •	2	105000 600	14 114, 11
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	Top make aff	0	14,100 (m) - mach	75-6 63436, 63
	Stay Plate	2	15.862.50 - 69(1)	31.725 0
	May block	7	1 4 th On wart	2.821,13
1.1/1	Motor Accessorier	2	14 ms/ 50 mm.	29.175.9
	Cable cleats			
	Filher	10)	882 00 marti	1) 1) 2) 14
	Scrown	14	16 50 000	
	Motor Loat	14	58.75 mar.h	2.51 CM
		2	105, 00 mars	1410 00
		Control of the Contro	and the same of th	Control of the Contro
		Material Cr	ists	
1.51.	LCADAUR CHARGES	et in the same in the same and the same in the		1,289,001.50
120	PERABA ARUK	4	1.075, 00 per lacis	
121	Diaging of holes	6		
1.77	Main /service time work	10	17.625 (0) per hole	
1.73	Meter Installation/Insportion	4	9.375 00 parted	0179000
	10000 militaria matematikan nakata orang arang matematikan nakata nakata nakata nakata nakata nakata nakata na	aleon Cha	3.750 00 par tors	15 (2)(1)()
	MONTORY CHARGES	Manager ( The Standback of Stand	engeneral control to the transfer of the second control to the transfer of the	204.375 (30)
£30 £31	Transform of Surveyors	2	14 611261 6162	
L32	Transport of workers/materials		9.000 00 per top 22.000 00 per top	18 906 50
1- 3L	Transport of Meter Inspectors	1	With the best first	22 000 00 11 000 00
	Surveyed by	ransport C	hargos	49,800 00
	Date	and the relation frames are now stoped	per consider a commence of the construction of	An extraordinate Contraction of the parties
	Parameter San	lub - Fotal		3,542,378.50
	Planning Engineer - ZEGO	uld (18% V	<b>^1)</b>	531,356.78
	Data opinggana	Perfect of the Control of the Control		
- Commence	with the second and t	otal Costs		4,073,735.28

## ZANZIBAR ELECTRICITY CORPORATION

Our Ref:

Enquirey:

024 2238321

Emergency:

024 2230232



Head Office:

P. O. Box: 235, Zanzibar Tanzania

Tel:

+255 24 230237/8

Tel: Fax: +255 77 4334455 +255 24 2231906

Email:

info@zeco.co.tz

COST	ESTIMA	TE	FOR	POWER	SUPPLY

CUSTOMERS NAME:

ZANZIBAR WATER AUTHORITY

(SIMBA DEVELOPERS LTD)

MGENI HAJI

ZANZIBAR

JOB DESCRIPTION

1 To Construct three Phase Main/Service line

15m

**ESTIMATED COSTS** 

1	Construction of three Phase Main/Service line	871,278.00
	TOTAL ESTIMATED COSTS	871,278.00

Prepared by:

Planning Engineer.

**ZECO - ZANZIBAR** 

Date: 09/05/2022



## MATERIALS AND COSTS ESTIMATE FOR THREE PHASE SERVICE LINE

	CUSTOMER'S NAME AREA/HOUSE NO.	103/NH	AR WATER	AUTHOR	The same of the sa
	STREET	MGENI		0000	DISTANCE 15m
tem No.	Materials - Description	Qty	Unit Pr	ice 1	Total Amount
L01	AAC XLPE 2x25sqmm	15	5,000.00	metre	75,000.00
L02	Tension clamps - 4x25sqmm	2	12,500.00	each	25,000.00
L03	Roof pole materials	1	40,000.00	set	40,000.00
L04	Three Phase Prepaid kwh meter	1	350,000.00	each	350,000.00
L05	Single core neutral screen 16sqmm	5	19,530.00	metre	97,650.00
L06	Two core flat wire 10sqmm	2	7,100.00	metre	14,200.00
L07	Tee off Clamps-95/95sqmm	8	10,000.00	each	80,000.00
L08	Meter Accessorier:-		10,000.00	Cacii	00,000,00
	Cable cleats	10	882.00	each	8,820.00
	Fisher	14	16.50	Harris Marie Control	231.00
	Screws	14	58.75		822.50
	Meter Seal	2	705.00		1,410.00
	LABOUR CHARGES :	Material	Costs	- 113	693,133.5
L20		-	4 075 00		
	Survey work Service line work	1 4		per tech	1
		4		per tech	1
L22	Meter Installation/Inspection	4	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	per tech	
-	TO A NOTICE TO CHARGE	Labour (	Charges		37,500.0
	TRANSPORT CHARGES:	_			
	Transport of Surveyors	1		per trip	
	Transport of workers	1 1	9,000.00		
L32	Transport of Meter Inspectors	Trans	9,000.00	per trip	
		Transpo	rt Charges		27,000.0
	Surveyed by:		Cut. Tatal		
	Surveyed by:	Sub - To	ital		757 622 1
- 1	Date:	Sub - To			757,633.5
	[Hand STATES NOT THE STATE OF STATES AND ST	Sub - To Add (15			757,633.! 113,645.0

NOTE: This Estimate is valid for a period of one (1) month only from the date issued



## ZANZIBAR ELECTRICITY CORPORATION

Our Ref:

Enquirey:

024 2238321

Emergency:

024 2230232



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+255 24 230237/8

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+255 77 4334455

Fax:

+255 24 2231906

Email:

info@zeco.co.tz

	The Part Inch			Market Barrier		-	ACCRECATE VALUE OF THE PARTY.
CUSI	EST	IMA.	ΓE	FOR	POWER	SUPPL	Y

CUSTOMERS NAME:

ZANZIBAR WATER AUTHORITY

(SIMBA DEVELOPERS LTD)

UNGUJA UKUU

ZANZIBAR

JOB DESCRIPTION

1 To Construct three Phase Main/Service line

- 60M

#### ESTIMATED COSTS

1	Construction of three Phase Main/Service line	2,758,422.00
		2,100,422.00
	TOTAL ESTIMATED COSTS	2,758,422.00

Prepared by:

Planning Engineer.

**ZECO - ZANZIBAR** 

Date: 09/05/2022



	CUSTOMER'S NAME	R THREE PHASE MAIN/SERVICE LINE ZANZIBAR WATER AUTHORITY				
	AREA/HOUSE NO.	DISTANCE				
	STREET	UNGUJA	UKUU		60m:EXT.600m	
lem No.	Materials - Description	Qty	Unit Pric	ce	Total Amount	
L01	Impregnated wooden pole - 9m	1	180,000.00	each	180,000.00	
L02	AAC XLPE 4x50sqmm	60	15,000.00	metre	900,000.00	
L03	AAC XLPE 2x50sqmm	600		metre		
L04	AAC XLPE 4x25sqmm	20	5,000.00	metre	100,000.00	
L05	Hook bolts M16X250mm c/w nuts and washers	2	9,000.00		18,000.00	
L06	Hook bolts M16X250mm c/w nuts and washers	14	-	each		
L07	Tension clamps - 4x50sqmm	2	16,000.00	The second secon	32,000.00	
L08	Tension clamps - 2x50sqmm	4	10.000			
L09	Tension clamps - 4x25sqmm	2	12,500.00	each	25,000.00	
L10	Suspension clamps	10	12,000.00	each		
L11	Roof pole materials	1	40,000.00		40,000.00	
		1	350,000.00		350,000.00	
L12	Three Phase Prepaid kwh meter	1		A STATE OF THE STATE OF	97,650.00	
L13	Three core neutral screen 16sqmm	5	19,530.00			
L14	2Core flat wire -copper 10sqmm	2	7,100.00	A STATE OF THE PARTY	14,200.00	
L15	Tee off Clamps-95/95sqmm	12	10,000.00		120,000.00	
L16	Tee off Clamps-95/95sqmm	4		each		
L17	Stay Materials - Complete:-					
	Stay Rod - 1.8m	2	47,000.00	1000		
	Stay Insulator	2	7,050.00	VALUE OCKNOWN PROPERTY	14,100.00	
	Stay wire - 50 sqmm	20	4,112.50	AND STREET, ST		
	Guy grip dead end for 50 sqmm	6	14,100.00	250110000000000000000000000000000000000	84,600.00	
	Top make off	2	15,862.50		- 31,725.00	
	Stay Plate	2	1,410.00	A CONTRACTOR OF THE PARTY OF TH	2,820.00	
	Stay block	2	14,687.50	each	29,375.00	
L14	Meter Accessorier:-					
	Cable cleats	10	882.00		8,820.00	
	Fisher	14		each	231.00	
	Screws	14		each	822.50	
	Meter Seal	2	705.00	each	1,410.00	
	LABOUR GUARDES	Material	Costs		2,227,003.50	
	LABOUR CHARGES :	-				
L20	Survey work	4	1,875.00	per tec	7,500.00	
L21	Digging of holes	3	17,625.00	per ho	52,875.00	
L22	Main /service line work	10	5,625.00	per tec		
L23	Meter Installation/Inspection	4	3,750.00	per tec	15,000.00	
		Labour (	Charges		131,625.0	
	TRANSPORT CHARGES:					
L30	Transport of Surveyors	1	9,000.00	per tri	9,000.0	
L31	Transport of workers/materials	1	22,000.00	per tri	p 22,000.0	
L32	Transport of Meter Inspectors	1	9,000.00	per tri	9,000.0	
	Surveyed by	Transpo	rt Charges		40,000.0	
	Surveyed by:	Cut T				
	Approved by	Sub - To			2,398,628.5	
	Planning Engineer - ZECO	Add (159	O VAI		359,794.2	
	Date: 07/05/2022	Total Co	nta		2,758,422.7	



## SHIRIKA LA UMEME ZANZIBAR

Namba Yetu:

Maulizo: 024 2238321

Dharura: 024 2230232



Afisi Kuu:

S. L. P: 235,

Zanzibar - Tanzania

Simu: +255 24 230 237 / 8

Simu: +255 774 334 455 Simu Pepe: +255 24 223 1906

Barua Pepe: info@zeco.co.tz

## COST ESTIMATE FOR POWER SUPPLY

CUSTOMERS NAME: SIMBA DEVELOPERS LTD

PLACE:

PEMBA.

T- b. 31 001

ESTIMATE NO: 0032/04/2022

Date:

27/04/2022

### JOB DESCRIPTION

01	To build - O/H - 3Phase LV Line with service line (CHANJAANI KILIMNI)	(115+14)mts	
02	To build - O/H - 3Phase LV Line with service line (PUJINI)	The same of the sa	
03	To build - O/H - 3Phase LV Line with service line (KIWANI KENDWA)	(110 +15)mts	
04	To build O'AL 2DL LIVE WITH SERVICE line (KIWANI KENDWA)	(75 +15)mts	
	To build - O/H - 3Phase LV Line with service line (KILINDINI MICHEWENI)	(270 +15)mts	
05	To build - O/H - 3Phase service line (KONDE CHANJAANI)	24mts	
COSTS	ESTIMATE	241113	
. 01	To build - O/H - 3Phase LV Line with service line (CHANJAANI KILIMNI)		
02	To build - O/H - 3Phase LV Line with service line (PUJINI)		3,032,104.8
03	To build - O/H - 3Phase LV Line with service line (KIWANI KENDWA)		3,032,104.84
04	To build a O/H a 3Phone LV Line with service line (KIWANI KENDWA)		2,094,854.84
05	To build - O/H - 3Phase LV Line with service line (KILINDINI MICHEWENI)		5,871,379.05
	To build - O/H - 3Phase service line (KONDE CHANJAANI )		404,216.84
	Payment inadvance	(8000X5)	40,000.00
			.0,000.00
	TOTAL ESTIMATED COSTS	entre analysis in the 22	
			14,474,660.41

Bank detail Bank Name: The People Bank of Zanzibar Account Name : Zanzibar Electricity Coporation

Acount Number:0404445000

Bank Adress: Zanzibar

Prepared by:

HILAL MWADIN NASSOR.

Planning supervisor - Pemba Branch

Zanzibar Electricity Coporation

NOTE

01 Compensation of trees and crops are not included. P.O.Box 109

Approved by: MOILD ALIJUMA .

Distribution Engineer Pemba Branch Canzibar Electricity Coporation



#### MATERIALS AND COSTS ESTIMATE FOR THREE PHASE MAIN/SERVICE LINE **2POLES CASH** CUSTOMER'S NAME: SIMBA DEVELOPERS LTD DISTANCE THREE PHASE NGUZO 2 AREA/HOUSE NO:CHAKECHAKE 110 m +15m STREET: CHANJAANI NJIA YA PUJINI Total Amount **Unit Price** Qty Materials - Description Item No. 360,000.00 180,000.00 each Impregnated wooden pole - 9m 2 960,000.00 L01 15,000.00 metre 64 AAC XLPE 4x50sqmm 32,000.00 L02 16,000.00 each 2 Tension clamps - 4x50sqmm 351,492.90 103 each 351,492.90 1 Three Phase meter Splite L04 78,120.00 19,530.00 metre 4 Three core neutral screen 16sqmm L05 40,000.00 10,000.00 each 4 Tap off clamps 585,000.00 L06 195,000.00 3 Polemount cut out (lucy cut out) 198,000.00 198,000.00 1 Crosserm L type,2400 sqmm, 2400sqmm 17,000.00 8,500.00 2 Bolt and nuts M20\*250sqmm 15,000.00 5,000.00 3 Bolt and nuts M20\*40sqmm 2,636,612.90 **Material Costs** LABOUR CHARGES: Transport Charges 0.00 Surveyed by: KHAMIC SAID + IREA.N 2,636,612.90 Sub - Total Approved by Han . S 395,491.94 Add (15% VAT) Planning Engineer - ZECO



Date: 07, March, 2022

**Total Costs** 

3,032,104.84

Item No. L01 L02 L03	AREA/HOUSE NO:CHAKECHAKE STREET:PUJINI  Materials - Description		PHASE NGUZO 2	DISTANCE
L01 L02 L03				
L01 L02 L03	Materials Description			110 m +15m
L02 L03				T
L02 L03	Impregnated wooden pole - 9m	Qty	Unit Price	Total Amount
L03	AAC XLPE 4x50sqmm	2	180,000.00 each	
	Tension clamps - 4x50sqmm	64	15,000.00 metre	1
L04	Three Phase meter Splite	2	16,000.00 each	
L05		1	351,492.90 each	
L06	Three core neutral screen 16sqmm Tap off clamps	4	19,530.00 metre	78,120.0
1.00		4	10,000.00 each	40,000.0
	Polemount cut out (lucy cut out)	3	195,000.00	585,000.0
	Crosserm L type,2400 sqmm . 2400sqmm	1	198,000.00	198,000.0
	Bolt and nuts M20*250sqmm	2	8,500.00	17,000.0
	Bolt and nuts M20*40sqmm	3	5,000.00	15,000.0
- 1				
- 1				
- 1				
- 1				
1				
-		1 1		
		Material C	Costs	2,636,612.90
L	ABOUR CHARGES :			
_				
	KHARLIC CAID + 155A NACCOR	Transport	Charges	0.00
Su	proved by.	Cub Tat		
De	proved by Himarca	Sub - Tota		2,636,612.90
1/1	provou by	Add (15%	VAT)	395,491.94
Ap	anning Engineer - ZECO	1		000,101,01



	CUSTOMER'S NAME:SIMBA DEVELOPE DISTRICT:MICHEWENI	RSLTD			
			1PHASE	27/04/2022	
	STREET:KILINDINI		cash		
L01	Materials - Description Impregnated wooden pole - 9m	Qty	Unit Price		Total Amount
		5	180,000.00	each	900,000.0
L02	ABC- Al- conductor 4core -50sqmm	224	15,000.00	metre	3,360,000.00
L03	Surspasion clamp 50sqmm	2	18,000.00	each	36,000.00
L04	Tension Clamps - 4x 25 sqmm	0	12,500.00	each	0.00
L05	pig tail hook	4	9,000.00	complete	36,000.0
L06	Roof pole	0	40,000.00	metre	0.0
L09	Tee - Off Clamps - 50/25mm	4	10,000.00	each	40,000.0
L10	1 Phase Split Meter	1	351,492.00	each	351,492.0
L11	1 Phase Neutral Screen	4	19,530.00	metre	78,120.0
L12	ABC- Al- conductor 2core -25sqmm	0	5,000.00	each	0.0
L13	2 Core Flat wire - Copper 10 sqmm	0.	4,767.00	metre	0.0
L17	Tension Clamps - 4x 50 sqmm	4	16,000.00	each	64,000.0
L18	Stay Materials - Complete:-	0			
	Stay Rod - 1.8m	1	47,000.00	complete	47,000.0
	Stay Insulator	1	7,050.00	each	7,050.0
	Stay wire - 50 sqmm	10	4,112.50	metre	41,125.0
	Guy grip dead end for 50 sqmm	3	14,100.00	each	42,300.0
	Top make off	1	15,862.50	each	15,862.5
	Stay Plate	1	1,410.00	each	1,410.0
	Stay block	1	14,687.50	each	14,687.5
L19	Meter Accessories:-		11,007.00	Cacii	14,007.5
	Conduit pipe	0	882.00	metre	0.0
	Bend	0	1,175.00	each	0.0
	Sadle Clamps	0	1,175.00	each	0.0
	Adopter	0	587.50	each	0.0
	Fisher	0	16.50	each	
	Screws	0	58.75	each	0.0
	Meter Seal	0	705.00	each	0.0
		Material (		eacri	0.0
	LABOUR CHARGES :	Waterial	303.3		5,035,047.0
L20	Survey work	0	7,500.00	per tech	0.0
L21	Digging of holes	4	17,625.00	per hole	70,500.0
L22	Main Line	0	15,000.00	per tech	0.0
L23	Inspection work and meter fixing	0	3,750.00	per tech	0.0
	Market Commence				70,500.0
	TRANSPORT CHARGES:				
L24	Transport of Surveyors	0	9,000.00	per trip	0.0
L25	Transport of workers/materials	0	22,000.00	per trip	0.0
L26	Transport Inspector/meterfixing	0	9,000.00	per trip	0.0
	Surveyed by:	At A Transpor	t Charges	0.6	
	Date: Approved by Hanco.	Sub - Tot	al	5,105,547.	
	Approved by The Co.	Add (15%		765,832.0	
	Planning Engineer - ZECO			700,032,0	
	Date: 27/04/2022	Total Cos	sts	5 974 970	
		, old oo		5,871,379.0	



DI Si em No.	USTOMER'S NAME:SIMBA DEVELOPERS LTD ISTRICT:MICHEWENI TREET: KONDE CHANJAANI  Materials - Description hree Phase Split meter	Qty 1	30meters  Unit Price  351,492.90 each	3PHASE 0-30m Total Amount 351,492.90
em No.	Materials - Description	-	Unit Price	Total Amount
-		-		
-		-		
	Tree Phase Spill meter		331,432.50	
	LABOUR CHARGES :	Material	Costs	351,492.90
	VIIAna (C.Can)	Troppe	d Charges	
	Surveyed by:  Date: Approved by:  Approved b	Sub - Total Add (15% VAT)		351,492.90 52,723.94
	Planning Engineer - ZECO Date:12, 04,2022	Total Co		404,216.84

#### MATERIALS AND COSTS ESTIMATE FOR THREE PHASE MAIN/SERVICE LINE **2POLES CASH** CUSTOMER'S NAME: SIMBA DEVELOPERS LTD DISTANCE THREE PHASE NGUZO 2 AREA/HOUSE NO:MICHEWENI 100m STREET:KIWANI KENDWA **Total Amount** Unit Price Qty Item No. Materials - Description 360,000.00 180,000.00 each 2 Impregnated wooden pole - 9m 960,000.00 L01 15,000.00 metre 64 32,000.00 AAC XLPE 4x50sqmm L02 16,000.00 each 2 351,492.90 Tension clamps - 4x50sqmm L03 351,492.90 each 1 78,120.00 Three Phase meter Splite L04 19,530.00 metre 4 40,000.00 Three core neutral screen 16sqmm L05 10,000.00 each 4 Tap off clamps L06 1,821,612.90 **Material Costs** LABOUR CHARGES: SURVEYED by: 0.00 Transport Charges 1,821,612.90 Sub - Total Date: Approved by Hnwel Add (15% VAT) 273,241.94 Planning Engineer - ZECO 2,094,854.84 **Total Costs** Date: 12, APRIL, 2022

