



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER
BUKOPA WATER SUPPLY AND SANITATION AUTHORITY
Kitekele Road, Box 81, Bukoba,
Phone: +255 (0) 282221744 Fax: 0282221588
Email: info@buwasa.go.tz Website: www.buwasa.go.tz



Contract

Between

**Bukoba Urban Water Supply and Sanitation Authority
(BUWASA)**

And

SINDBAD GENERAL SUPPLY

For Supply of Building Materials for Karabagaine Water Project in Bukoba
District

Financial year 2021/2022

Contract No. AE/031/2021-2022/G/68 – Lot 16

As given in the Special Condition of Contract

SECTION: A
LOCAL PURCHASE ORDER

To: *M/s Sindbad General Supply,*
P.O. Box 242,
Bukoba.

Your quotation reference *AE/005/2021-2022/KAGERA/FA/G/10* dated 23/03/2022 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

- 1. Contract Sum:** The Contract Sum is Tshs 10,481,500 VAT Inclusive in words *Ten Million Four Hundred Eighty One Thousand Five Hundred Only*
- 2. Delivery Period:** The goods are to be delivered within Seven (7) working weeks days from the date of this LPO.

- 3. Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices. **Not Applicable**

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within *[insert number]* days otherwise 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 Purchaser may have against the Supplier under the contract

- 4. Delivery point:** The goods are to be delivered to Kanyigo in Missenyi District.

Contact Person: Notices, enquiries and documentation should be addressed to; -
Managing Director,

Bukoba Urban Water Supply and Sanitation Authority (BUWASA),

P.O Box 81 - Bukoba.

- 5. Payment to Supplier:**

Payment will be made within 28 days on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatch of the goods;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order];
- Electronic Fiscal Device (EFD) receipt; and

- 6. The following documents form part of this Contract (LPO):**

- Local Purchase Order (LPO)

- Special Conditions of Contract for LPO
- Submitted Schedule of requirement and prices

SCHEDULE OF REQUIREMENTS AND PRICES

| Item No. | Description | Unit of Measure | Quantity | Unit Price TZS. | Total Price TZS. | Warranty Period (Where applicable) |
|---|--------------------------------|-----------------|----------|-----------------|-------------------|------------------------------------|
| 1 | Cement 42.R | Bags | 50 | 22,890 | 1,144,500 | |
| 2 | Wire mesh | Pc | 14 | 20,000 | 280,000 | |
| 3 | GS pipe 3/4" for 3m | Pc | 1 | 40,000 | 40,000 | |
| 4 | Metal cover (80 x 80) | Pc | 10 | 138,000 | 1,138,000 | |
| 5 | Pad lock | Pc | 10 | 15,000 | 150,000 | |
| 6 | Fence wire (15m) | Roller | 15 | 148,000 | 2,220,000 | |
| 7 | Fence post (2.9 x 10cm x 10cm) | Pc | 62 | 49,000 | 3,038,000 | |
| 8 | Kench wire | Roller | 5 | 119,000 | 595,000 | |
| 9 | Binding wire | Pc | 16 | 3,900 | 624,000 | |
| 10 | Gate (1.2 x 2m) | Pc | 2 | 380,000 | 760,000 | |
| 11 | Grilled door (214 x 86) | Pc | 1 | 250,000 | 250,000 | |
| Sub total amount | | | | | 10,481,500 | |
| Add VAT 18% | | | | | Exclusive | |
| Total Amount in TZS. (including VAT) | | | | | 10,481,500 | |

For Purchaser:

Signature: 

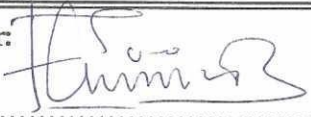
Name: Sirat

Designation: M/S

Date: 11/04/22



For Supplier:

Signature: 

Name: ELIAS BUBBWA

Designation: DIRECTOR

Date: 11/04/22



SINDBAD
GENERAL SUPPLY
 P. O. Box 819 - BUKOBA
 TIN: 135-321-141

SECTION: B
SPECIAL CONDITIONS OF THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------------------------------------|-------------------|--|
| Definitions (GCC 1) | | |
| 1. | 1.1 | The Purchaser is: Managing Director, Bukoba Urban Water Supply and Sanitation Authority, P.O. Box 81, Bukoba. |
| 2. | 1.1 | The Supplier is: M/s Sindbad General Supply, P.O Box 819, Bukoba. |
| 3. | 1.1 | The Project is: Supply of Building Materials for Karabagine Water Project in Bukoba District. |
| Performance Security (GCC 6) | | |
| 4. | 6.1 | The amount of performance security, as a percentage of the Contract Price, shall be: <i>15% in the form of an irrevocable letter of credit issued by the United Republic of Tanzania. Not Applicable</i> |
| 5. | 6.4 | 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 GCC 14.1. NOT APPLICABLE |
| Packing (GCC 8) | | |
| 6. | 8.2 | The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification. NOT APPLICABLE |
| Delivery and Documents (GCC 9) | | |
| 7. | 9.1 | For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i.)One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; |

| | | |
|----|---------------------------|--|
| | | <p>(ii.)original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</p> <p>(iii.)One original plus four copies of the packing list identifying contents of each 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> <p>(vii.)Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE 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><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p> |
| 8. | 9.1 | <p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> |
| | Insurance (GCC 10) | |
| 9. | 10.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. |

| | | |
|-----|-------------------------------------|--|
| | Incidental Services (GCC 12) | |
| 10. | 12.1 | Incidental services to be provided are: [Selected services covered under GCC 13 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.] |
| | Warranty (GCC 14) | |
| 11. | 14.1 | The warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) 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 style="margin-left: 40px;">(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="margin-left: 40px;">or</p> <p style="margin-left: 40px;">(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p> |
| 12. | 14.6 | The period for correction of defects in the warranty period is: within seven (7) working weeks |
| | Payment (GCC 15) | |
| 13. | 15.1 | 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 be made in (_____) [currency of the Contract Price] in the following manner: <p style="margin-left: 40px;">(i) Advance Payment: 0.00 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p style="margin-left: 40px;">(ii) On Shipment: 0.00 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of</p> |

| | | |
|------------------------------------|------|--|
| | | <p>credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) On Acceptance: 100% Percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |
| | | <p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0.00 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and Insurance from insurance Company bond for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: 0.00 Percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p> |
| 14. | 15.3 | Rate to be used for paying the Supplier's interest on the late payment made by PE (Not applicable). |
| Prices (GCC 16) | | |
| 15. | 16.1 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>Not Applicable</i> |
| Spare Parts (GCC 17) | | |
| 16. | 17.1 | <p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.</p> |
| Liquidated Damages (GCC 22) | | |

| | | |
|--|------|--|
| 17. | 22.1 | Applicable rate: NOT APPLICABLE Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods,</i> |
| Procedure for Dispute Resolution (GCC 27) | | |
| 18. | 27.1 | Appointing Authority for the Adjudicator shall be National Construction Council |
| 19. | 27.2 | Arbitration institution shall be : National Construction Council Place for carrying out Arbitration: Bukoba-Kagera |
| Governing Language (GCC 29) | | |
| 20. | 29.1 | The Governing Language shall be: English |
| Applicable Law (GCC 30) | | |
| 21. | 30.1 | The Applicable Law shall be: Laws of the Tanzania |
| Notices (GCC 31) | | |
| 22. | 31.1 | i) PE's address for notice purposes: Managing Director, Bukoba Urban Water Supply and Sanitation Authority, P.O. Box 81, Bukoba. ii) Supplier's address for notice purposes: Sindhud General Supply, Box 819, Bukoba. |

SECTION: C
SUBMITTED QUOTATION

SECTION: D
NOTIFICATION OF AWARD



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER
BUKOPA WATER SUPPLY AND SANITATION
AUTHORITY

Kitekele Road, Box 81, Bukoba,
Phone: +255 (0) 282221744 Fax: 0282221588
Email: info@buwasa.go.tz Website:
www.buwasa.go.tz



05th APRIL, 2022

M/S Sindbad General Supply,
P.O. BOX 819,
Bukoba.

**RE : BID NO. AE/031/2021-22/G/03 LOT 16 FOR SUPPLY OF
BUILDING MATERIALS FOR KARABAGAIN WATER PROJECT
AT BUWASA**

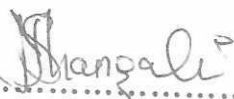
SUBJECT : NOTIFICATION OF TENDER AWARD

Reference is made to the above-mentioned quotation which you submitted to us on 28th April 2022 for consideration.

This is to notify you that through circular resolution No. 149 for financial year 2021/2022 circulated on 05th April 2022, the Tender Board approved the award of contract for the referred tender to your firm at the costs Tshs 10,481,500.00 VAT Inclusive (In words Ten Million Four Hundred Eighty One Five Hundred Only).

You will be notified for signing the formal contract after completion of other necessary approvals for the same.

Yours faithfully,


.....
Julieth Shangali
A.g Managing Director

Copy: **BUKOPA WATER SUPPLY AND SANITATION AUTHORITY**

1. The Attorney General Public
2. Procurement Regulatory Authority
3. The Controller and Auditor General
4. The Internal Auditor General

SECTION: A
LOCAL PURCHASE ORDER

SECTION: B
SPECIAL CONDITIONS OF THE CONTRACT

SECTION: C
SUBMITTED QUOTATION



UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

BUKOBA WATER SUPPLY AND SANITATION

AUTHORITY



MINI-COMPETITION QUOTATION FORM

[Regulation 131 (5) of the Public Procurement Regulations, 2013]

23rd March 2022

TO: SINBAD GENERAL SUPPLY,
P. O. BOX 819,
BUKOBA

Re: Mini-Competition under Framework Agreement (Supply of fittings and Building Materials)

Sub: Procurement Reference No: [insert tender No.] AE/005/2021-2022/HAGERA/FA/G/10
Framework Agreement No: [insert FA No.] COE1191

Subject to the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, the Purchaser calls a mini competition. This min-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.

Modified technical specifications or/and statement of requirements [This section is optional in case Mini-Competition involves modifications of technical specifications for the aspects of Goods or statement of requirements in Non-Consultancy Services.

The technical specifications or/and statement of requirements is hereby refined as follows:

| S/n | Item Code | Description of Supplies or Services | Refined technical Specification required including applicable standards | Compliance of specification offered |
|-----|-----------|-------------------------------------|---|-------------------------------------|
| | (a) | (b) | (c) | (d) |
| | | <u>BUILDING MATERIAL</u> | | <u>COMPLY</u> |

To be filled by procuring entity: Column (c) states the minimum technical specification of the item(s) required by the Procuring entity.

To be filled by supplier/service provider: The Bidder is to complete column (d) with the technical specifications of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.



SINBAD
GENERAL SUPPLY
P. O. Box 819 - BUKOBA
TIN: 135-321-141

Schedule of Supplies or services required for BUWASA

| S/n | Item Code | Description of Supplies or Services | Unit of Measure | Quantity Required | Unit Price | Tax Per Unit [VAT] | Extended Price (Tshs) |
|--------------|-----------|-------------------------------------|-----------------|-------------------|------------|--------------------|-----------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | V INCLUSIVE | $\frac{(6+7)}{1.15}$ |
| 1 | | Cement 42.5R | Bag | 50 | 22,890 | | 1,144,500 |
| 2 | | Wire mesh | Pc | 14 | 20,000 | | 280,000 |
| 3 | | GS pipe 3/4" | M | 3 | 40,000 | | 40,000 |
| 4 | | Metal cover (80 X 80) | Pc | 10 | 138,000 | | 1,380,000 |
| 5 | | Pad lock | Pc | 10 | 15,000 | | 150,000 |
| 6 | | Fence wire (15m) | Roller | 15 | 148,000 | | 2,220,000 |
| 7 | | Fence post (2.9 x 10cm x 10cm) | Pc | 62 | 49,000 | | 3,038,000 |
| 8 | | bench wire | Roller | 5 | 119,000 | | 595,000 |
| 9 | | Binding wire | Pc | 16 | 3,900 | | 624,000 |
| 10 | | Gate (1.2m x 2m) | Pc | 2 | 380,000 | | 760,000 |
| 11 | | Grilled door (214 x 86) | Pc | 1 | 250,000 | | 250,000 |
| TOTAL | | | | | | | 10,481,500 |

- The analysis and award of contract of this mini competition framework agreement shall be based on compliance of specifications and price offered only.
- Materials should be delivered to the place of project execution.

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above within three working days after the receipt

Please return this document fully completed.

[Handwritten signature]

Authorized Signature: _____

ELIAS BUBERWA

Name of Signatory: _____

DIRECTOR

Title of Signatory: _____



SINDBAD
GENERAL SUPPLY
 P. O. Box 819 - BUKOBA
 TIN: 135-321-141

SECTION: D
NOTIFICATION OF AWARD