

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MAJI
MAMLAKA YA MAJI SAFI NA USAFI WA MAZINGIRA
MJINI MTWARA
(MTUWASA)



Unapojibu tafadhali taja:

Kumb.Na.W.10/44/VOL.V/173

Tarehe: 11.03.2022

KATIBU MKUU
WIZARA YA MAJI
NBC BENKI TAWI LA MAZENGO
BARABARA KUU
S.L.P 456
40473 DODOMA.



YAH: MAOMBI YA FEDHA KWA AJILI YAA UTEKELEZAJI WA MRADI WA MAENDELEO KWA USTAWI WA TAIFA KWA MAPAMBANO DHIDI YA UVIKO-19.

Tafadhali rejea kichwa cha habari hapo juu.

Ndugu Katibu Mkuu

2. Tunaomba kuwasilisha maombi ya fedha kiasi cha Tshs **40,513,530.00** ikiwa ni asilimia thelathini (30%) ya malipo ya awali kwa ajili ya utekelezaji wa miradi ya maendeleo ya **UVIKO-19** ili kuweza kutekeleza uchimbaji na ulazaji wa bomba za maji na ufungaji wa viungio katika maeneo ya Msijute, Mkunwa na Mbae pamoja na uchimbaji wa kisima na ufungaji wa pampu ya mkono katika shule ya sekondari Kambarage katika Halmashauri ya Mtwara Mikindani-Mkoani Mtwara.

3. Naomba kuwasilisha,

Mhandisi. Rejea S. Ng'ondya
MKURUGENZI MTENDAJI
MTUWASA





ROMAKA HOLDING LTD

P.o.Box 35502, Plot No. 77, House No 39, Sinza A, Tel-No. +255-714 846 861/0716 626 069,
E-mail contract@romakaholding.com, Web: romakaholding.co.tz, DAR ES SALAAM, TANZANIA

Ref: Mtuwasa 01 2022.
Date: 10th March 2022

MANAGING DIRECTOR,
MTWARA URBAN WATER SUPPLY AND SANITATION AUTHORITY,
P.O.BOX 141,
MTWARA.

**RE: REQUEST FOR 30% ADVANCE PAYMENT FOR CONTRACT NO.
AE/102/2021/2022/W/76 LOT IV FOR EXCAVATE, LAYING PIPES AND ITS
ASSOCIATED FITTINGS AND SPECIALS AND BACKFILL THE EXCAVATED
MATERIALS AT MSIJUTE, MKUNWA, MITENGO AND MBAE AND DRILLING OF
SHALLOW WELL, SUPPLY AND INSTALLATION OF HAND PUMP AT KAMBARAGE
SECONDARY**

Reference is made to your contract No. AE 102 2021 2022 W 76 LOT IV dated 21st February 2022 for excavate, laying pipes and its associated fittings and specials and backfill the excavated materials at Msijute, Mkunwa, Mitengo and Mbae and drilling of shallow well, supply and installation of hand pump at Kambarage Secondary School with contract sum of TZS 135,045,100.00 (Tanzania Shillings One Hundred Thirty Five Million Forty Five Thousand One Hundred Only) VAT Inclusive.

I hereby request your good office to make a payment of 30% of contract amount, which is equivalent to TZS 40,513,530.00 (Tanzania Shillings Forty Million Five Hundred Thirteen Thousand Five Hundred Thirty Only) VAT inclusive as Advance payment to facilitate smooth starting of works as mentioned above.

Thank you for the cooperation,

Yours Sincerely

Beatus Laurent Rongo

Managing Director



BUMACO INSURANCE COMPANY LIMITED

Insurance Services with Certainty

HEAD OFFICE

Garden Ave/ Azikiwe St, 1st Floor, Car & General Bldg. P.O. Box 13147 DSM, Tel / Fax:
+255 222124654

BRANCHES

DAR ES SALAAM (GARDEN AVENUE, MANDELAS LUTHER) - ARUSHA (UCHUMI & SAFARI) - MOSHI (KNCU & FRESH
COACHI) - MWANZA - MURIGORU - MBEYA - MTWARA - TANJA - KATORO - DODOMA-ZANZIBAR

E-mail: info@bumacoinsurance.co.tz

ADVANCE PAYMENT BOND

BOND NO. BIC/518108/22/APB/MTR

BY THIS BOND M/S ROMAKA HOLDING LIMITED, P.O. BOX 35502, DAR ES SALAAM (hereinafter called the "Supplier") and **BUMACO INSURANCE COMPANY LIMITED** of P.O.BOX 1402 MTWARA (hereinafter called "the surety") are held and firmly bound unto **MANAGING DIRECTOR, MTWARA WATER SUPPLY AND SANITATION AUTHORITY P.O.BOX 141 MTWARA** (Here in after called "the Employer") in the sum of Tshs. 40,513,530/= [Tanzanian forty million five hundred thirteen thousand five hundred thirty shillings only] the payment of which sum the Supplier and the Sureties/Surety bind themselves their successors and assigns jointly and severally by these presents. Sealed with our respective seals and dated this 11th March, 2022.

WHEREAS the Contractor by an Agreement made between the Supplier of the one part and the Employer of the other part has entered into a Contract (hereinafter called "the said "Contract") for the **EXCAVATE, LAYING PIPES AND ITS ASSOCIATED FITTINGS, SPECIALS AND BACKFILL THE EXCAVATED MATERIALS ATMSIJUTE, MKUNWA, MITENGO, MBAE & DRILLING OF SHALLOW WELL & SUPPLY AND INSTALLATION OF HAND PUMP AT KAMBARAGE SECONDARY. TENDER NO.AE/041/2021/2022/HQ/W/76**

NOW, THEREFORE, IN CONSIDERATION OF the Employer paying the sum of Tsh40,513,530/= [Tanzanian forty million five hundred thirteen thousand five hundred thirty shillings only] to the Supplier being an Advance Payment under the terms of the said Contract we hereby undertake to repay to the Contractor an amount not exceeding the above sum of Tsh40,513,530/= [Tanzanian forty million five hundred thirteen thousand five hundred thirty shillings only] as shall be adjudged due to the Employer in the event of the Supplier failing to fulfil his obligations under the terms of the said Contract, such failure to be established by the Supplier's admission to the Surety in writing or by decision of the Engineer named in the said Contract or by legal proceedings or arbitration between the Employer and the Supplier establishing the amount to be repaid under the terms of this Guarantee.

IT IS A CONDITION OF THIS GUARANTEE that the liability hereunder **shall be reduced** to the extent that the aforementioned Advance Payment is **progressively repaid by the Supplier to the Employer** in accordance with the terms of the said Contract and that the Guarantee shall become effective upon receipt of the Advance Payment by the Supplier and shall remain in force to the extent required until such time as the Advance has been repaid in full.

(Valid from 11th Day of March, 2022. to 10th Day of March, 2023.)

Signed, sealed and delivered by the said Supplier in the presence of: -


1

The common seal of **M/S. ROMAKA HOLDING LIMITED**

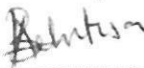
Was hereunto affixed in the presence of -

BEATUS LAURENT RONGO
MANAGING DIRECTOR
M/S. ROMAKA HOLDING LIMITED

ALPHONCE BEHTISA
SUPERVISOR
[WITNESS]



SIGNATURE



SIGNATURE




Signed, sealed and delivered by the said Surety


The common seal of **BUMACO INSURANCE COMPANY LIMITED** was hereunto affixed in the presence of -

Gloria Uronu
BRANCH MANAGER
MTWARA BRANCH

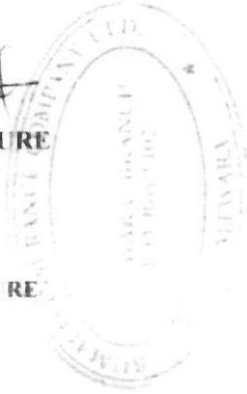
Aggrey Makundi
MARKETING OFFICER



SIGNATURE



SIGNATURE



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
MTWARA URBAN WATER SUPPLY AND SANITATION AUTHORITY
(MTUWASA)



Local Purchase Order for Procurement of Works

EXCAVATE, LAYING PIPES AND ITS ASSOCIATED FITTINGS,
SPECIALS AND BACKFILL THE EXCAVATED MATERIALS AT
MSIJUTE, MKUNWA, MITENGO, MBAE & DRILING OF
SHALLOW WELL & SUPPLY AND INSTALLATION OF HAND
PUMP AT KAMBARAGE SECONDARY
AE/041/2021/2022/W/76 LOT IV

BETWEEN

MTWARA URBAN WATER SUPPLY AND SANITATION
AUTHORITY
(MTUWASA)
(THE PURCHASER)

AND

M/s ROMAKA HOLDING LIMITED
(THE CONTRACTOR)

FEBRUARY, 2022

To: **ROMAKA HOLDING LIMITED, P O BOX 35502 DAR ES SALAAM**

Your quotation reference **AE/041/2021/2022/HQ/W/76 Lot IV** dated **12th February, 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. **Documents;** The following documents shall be deemed to form and be read and construed as an integral part to this Contract (LPO) and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
 - (a) Local Purchase Order (LPO);
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Letter of Acceptance;
 - (e) Quotation Submission Form
 - (f) Schedule of Requirements and Prices
 - (g) Registered Power of Attorney;
2. **Contract Sum:** The Contract Sum shall be **Tanzanian Shillings One Hundred Thirty Five Million Forty Five Thousand One Hundred Only Vat Inclusive (135,045,100.00)** as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).
3. **Commencement of the LPO:** This LPO shall commence immediately after signing by the Parties.
 - (a) **Delivery period:** The execution of works shall be performed and completed for the period within **Twenty (20) days** (hereinafter called "Contract Period").
4. **Currency to be used:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

5. Payment to Contactor:

- (a) Payments shall be made within thirty (30) days upon completion of satisfactory performance of the contract; and
- (b) The following documentation must be supplied for payments to be made:
 - (i) An original and two copies of an Invoice;
 - (ii) A delivery note evidencing dispatch of the goods;
 - (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order]; and
 - (iv) Electronic Fiscal Device (EFD) receipt.

6. Payment Modality:

- (a) **Advance Payment:** 30% of the Contract Price shall be paid within seven (07) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.
- (a) The rest of the payments shall be made upon submission and Acceptance of Certificate and it shall be paid to the Contractor within thirty days (30) days after the date of the acceptance certificate by The Employer.

7. Warranty: The warranty or guarantee period shall be Twelve (12) months as indicated in the attached Schedule of Requirements and Prices:

- (a) The Supplier shall provide the warranty as stipulated in the invitation for quotations for goods to be supplied;
- (b) Where any faults are detected within the warranty period in the supplied or installed goods, the Supplier shall be bound to rectify the faults or replace the goods as the case may be within seven (7) days; and
- (c) Where the Supplier fails to rectify the faults or defects, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expenses.

8. Contact Person:

Any notices, enquiries and documentation shall be addressed to:

Managing Director,


Mtwara Urban Water Supply and Sanitation Authority (MTUWASA),

P. O. Box 141,

MTWARA.

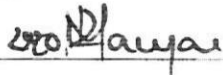
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER:

Signature: 
Name: REFRA S. NG'ONANYA
Title: MANAGING DIRECTOR
Date: 26/02/2022
Seal:




In the presence of:

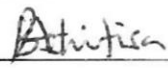
Signature: 
Name: MOSES D. MANYAMA
Title: NOTARY PUBLIC
Date: 26/02/2022



FOR AND ON BEHALF OF THE SUPPLIER:

Signature: 
Name: BEATUS LAURENT RINDA
Title: MANAGING DIRECTOR
Date: 25-02-2022
Seal:

In the presence of:

Signature: 
Name: ALPHONSE CAREL BEHTIJA
Title: DIRECTOR
Date: 25/2/2022
Seal:



SPECIAL CONDITION OF THE CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General editions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</p> <p>The Employer is MTWARA URBAN WATER SUPPLY AND SANITATION AUTHORITY (MTUWASA) Appointing Authority for the Adjudicator: PARTIES</p> <p>The Defects Liability Period is [7] days</p> <p>The Project Manager is EN. JACOB MWAIPASI</p> <p>The name and identification number of the Contract is EXCAVATE, LAYING PIPES AND ITS ASSOCIATED FITTINGS, SPECIALS AND BACKFILL THE EXCAVATED MATERIALS AT MSIJUTE, MKUNWA, MITENGO, MBAE & DRILLING OF SHALLOW WELL & SUPPLY AND INSTALLATION OF HAND PUMP AT KAMBARAGE SECONDARY -- AE/041/2021/2022/W/76 LOT IV</p> <p>The Works consist of EXCAVATE, LAYING PIPES AND ITS ASSOCIATED FITTINGS, SPECIALS AND BACKFILL THE EXCAVATED MATERIALS AT MSIJUTE, MKUNWA, MITENGO, MBAE & DRILLING OF SHALLOW WELL & SUPPLY AND INSTALLATION OF HAND PUMP AT KAMBARAGE SECONDARY The Start Date shall be FEBRUARY, 2022</p> <p>The Intended Completion Date for the whole of the Works shall be [20 DAYS].</p> <p>The following documents also form part of the Contract;</p> <ul style="list-style-type: none"> (h) Letter of Acceptance; (i) Quotation Submission Form; (j) General Conditions of Contract for LPO; (k) Special Conditions of Contract for LPO; (l) BOQ and Prices; and

		<p>(m) Registered Power of Attorney. (n) Local Purchase Order (LPO)</p> <p>The Site is located at MTWARA DISTRICT</p>
2.	2.2	Indicate whether sectional completion is specified [<i>specified</i>].
3.	2.3(10)	<p>List other documents that form part of the contract if any:</p> <p>(a) Letter of Acceptance; (b) Quotation Submission Form; (c) General Conditions of Contract for LPO; (d) Special Conditions of Contract for LPO; (e) BOQ and Prices; and (f) Registered Power of Attorney. (g) Local Purchase Order (LPO)</p>
4.	3.0	<p>The Performance Security shall be: [<i>10% percent</i>]</p> <p>Note: a minimum amount equivalent to 10 to 15 percent of the contract price.</p>
5.	4.1	<p>The language of the Contract documents is ENGLISH. The law that applies to the Contract is the Tanzanian Law.</p>
6.	13.1	<p>The minimum insurance covers shall be:</p> <p>(a) loss of or damage to the Works, Plant, and Materials [<i>insert amount</i>]; (b) loss of or damage to Equipment [<i>insert amount</i>]; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract [<i>insert amount</i>]; and (d) Personal injury or death [<i>insert amount</i>].</p>
7.	19.0	<p>The other measures include:</p> <p>a. Minimizing the number of migrant workers employed on the project and household in the site camp</p> <p>b. Providing access to voluntary counseling and testing (VCT)</p> <p>c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p>

		d. Providing condoms (male and female) to workers
8.	23.1	The amount of advance payment shall be 30%
9.	23.2	Minimum Amount of Interim Payment Certificate will be [5% percent of contract price]
10.	23.2	The amount of retention is [state the percent] of value of works of Interim Payment Certificate'.
		Limit of retention will be [insert percent] of contract price.
11	23.4	The interest rate shall be% above prevailing interest rate for commercial borrowing from the contractors bank N/A
12.	24.0	The amount of liquidated damages is [insert the percent] [Should be between 0.1 and 0.15 percent of contract price per day] N/A
13	24.0	The maximum amount of liquidated damages must be equivalent to the amount of the performance security [state the amount]. N/A
		Monthly Recovery of Advance Payment:percent of amount of Interim Payment Certificate. N/A
14.	24.0	Number of days for which the maximum amount of liquidated damages can be paid is [insert number of days]. N/A