

**LOCAL PURCHASE ORDER  
UNDER A FRAMEWORK AGREEMENT**

**THE UNITED REPUBLIC OF TANZANIA  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)**



**CONTRACT FOR SUPPLY OF BUILDING MATERIAL**

**BETWEEN**

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)  
AREA, DAR ES SALAAM ROAD, TAFORI BUILDING,  
P. O. Box 2658 MOROGORO**

**AND**

**M/s. ABINEL TIMOTH MGOBA  
P. O. BOX 425 MOROGORO**

**CONTRACT NO: AE/084/2021/2022/HQ/TCRP/G/8**

**December, 2021**

## Local Purchase Order

### Under a Framework Agreement

Procurement Reference No: **AE/084/2021/2022/HQ/TCRP/G/8**

Description of Goods/Services: **Supply of Building Material**

To: **Ms. ABINEL TIMOTH MGOBA**

Your Quotation in respect to Mini Competition with Reference No: **AE/084/2021/2022/HQ/TCRP/G/8** dated **25/11/2021** 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).

The Purchaser indicated above issues this Local Purchase Order for the procurement of common use items and services under the framework agreement referenced above entered into between you and the Government Procurement Services Agency [GPSA].

This Local Purchase Order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this Local Purchase Order and the framework agreement, the framework agreement shall prevail.

In consideration of the payments to be made by the Purchaser to the Supplier/Service provider as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to **Supply of Building Material** and to remedy defects therein in conformity in all respects with provisions of the Local Purchase Order.

The Purchaser hereby covenants to pay the Suppliers in consideration of the provision of the **Building material** and the remedying of defects therein, the Contract Price or such sum as may become payable under the provisions of the Local Purchase Order at the terms and in the manner prescribed by the Local Purchase Order.

The Purchaser has issued this Local Purchase Order to the Supplier to **Supply of Building Material** at the total contract sum of **Tanzania Shillings One Hundred Million Nine Hundred Twenty Three Thousand Only (100,923,000.00) VAT Inclusive** in accordance with the terms and conditions agreed in the Framework Agreement and this Local Purchase Order.







## TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

**Contract Sum:** The Contract Sum is **Tanzania Shillings One Hundred Hundred Twenty Three Thousand Only (100,923,000.00) VAT Inclusive.**

**Delivery Period:** The goods are to be delivered within **14 days** from the Local Purchase Order.

**Delivery point:** The goods are to be delivered to **Wamwimbiki Game Reserve**

**Contact Person:** Notices, enquiries and documentation should be addressed to  
**Manager, Wamwimbiki Game Reserve**

### Payment to Supplier:

Payment will be made within **fourteen (14) days after delivery.** Together with LPO the following documentation must be supplied for payments to be made:

- An original Invoice;
- A delivery note evidencing dispatch of the goods;
- Electronic Fiscal Device (EFD) receipt; and
- A delivery report signed by a responsible committee for certifying satisfactory of delivered consignment.

The following documents form part of this Contract:

- the Technical Specifications;
- the General Conditions of the Local Purchase Order;
- the Special Conditions of the Local Purchase Order

[insert specific terms and conditions]

## SCHEDULE OF REQUIREMENTS AND PRICES

S/N	DESCRIPTION OF GOODS/SERVICES	UNIT	QTY	PRICE	AMOUNT
1	Ordinary Portland Cement 42.5G	BAGS	71	17,000.00	1,207,000.00
2	White Cement	BAGS	2	40,000.00	80,000.00
3	Sand	CM	14	50,000.00	700,000.00
4	Aggregates	CM	5	100,000.00	500,000.00
5	12mm Reinforcement bars	PC	12	27,000.00	324,000.00
6	6mm mild steel reinforcement bars	ROLL	1	140,000.00	140,000.00
7	100mm brass butt hinges (3Nr)	PAIRS	4	10,000.00	40,000.00
8	212mm thick walls (13m2) Bricks	PC	1000	700.00	700,000.00
9	Treated timber 50x150mm 12ft	PC	34	15,000.00	510,000.00
10	Treated timber 50x100mm 12ft	PC	37	10,000.00	370,000.00
11	Treated timber 50x50mm 12ft	PC	113	5,000.00	565,000.00
12	25 x 250mm treated softwood fascia board and the like	PC	12	25,000.00	300,000.00
13	Gypsum board	PC	11	25,000.00	275,000.00
14	Gypsum cornice	PC	27	7,000.00	189,000.00
15	Ceiling nails	KG	5	12,000.00	60,000.00
16	Nails mixer	KG	20	4,000.00	80,000.00
17	Floor tiles 400x400x8mm	SM	30	50,000.00	1,500,000.00
18	Sawn timber for formwork 1"x10	PC	24	25,000.00	600,000.00

Twin PVC Cable 2.5mm2	M	60	3,500.00	210,000.00
Twin PVC Cable 1.5mm2	M	60	3,000.00	180,000.00
Main switch 4 ways	NO	1	150,000.00	150,000.00
One way two gang switch	NO	1	8,000.00	8,000.00
Switch socket 20amps	NO	3	6,000.00	18,000.00
Energy saver lights 5watts	NO	7	3,500.00	24,500.00
One way One gang switch	NO	2	8,000.00	16,000.00
Corrugated iron sheets Pre-coated green Gauge 28 as manufactured by Aluminium	NO	32	45,000.00	1,440,000.00
White emulsion paints (20ltr)	BKT	2	37,000.00	74,000.00
Scotish grey wheather guard (20lts)	BKT	1.5	160,000.00	240,000.00
Silk washem ware	BKT	2	160,000.00	320,000.00
Door frame size 900x2400	PC	3	300,000.00	900,000.00
Panelled door shutters 900x2400	PC	3	600,000.00	1,800,000.00
Mortice lock 3 levers	PC	3	100,000.00	300,000.00
Varnish	TIN	1	30,000.00	30,000.00
5mm thick clear glass not exceeding 0.50 sq.m	SM	3	40,000.00	120,000.00
1500 x 1500mm high overall size;				0
Hardwood windows frame including ironmongery, mosquito gauze and monkey wire.	PC	6	450,000.00	2,700,000.00
Valley/Ridge cap	PC	5	20,000.00	100,000.00
Black oil paint	TIN	2	25,000.00	50,000.00
<b>SUB TOTAL</b>				<b>16,820,500.00</b>
VAT 18%				0
<b>GRAND TOTAL</b>				<b>100,923,000.00</b>
NB: Number of units 6				

Purchaser:

Signature: *James*

Name: Magye Y. Kabange

Designation: For Conservation

Date: 16th December 2019

Witnessed By:

Signature: *Mercy E. Mireti*

Name: MERCY E. MIRETI

Designation: SAC-LS

Date: .....

For Supplier:

Signature: *Abinel*

Name: ABINEL TIMOTH M. M. M. M.

Designation: MANAGING DIRECTOR

Date: .....

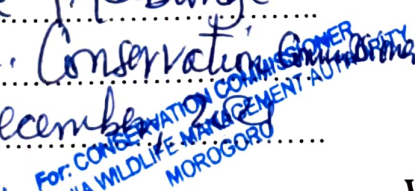
Witnessed By:

Signature: *Abinel*

Name: ABINEL TIMOTH M. M. M. M.

Designation: MANAGING DIRECTOR

Date: .....



## Special Conditions of the Local Purchase Order

Following Special Conditions for Local Purchase Order shall supplement the General Conditions of the Local Purchase Order. Whenever there is a conflict, the Special Conditions herein shall prevail over those in the General Conditions of the Local Purchase Order. The corresponding clause number of the GCLPO is indicated in parentheses.

GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
<b>Definitions (GCLPO Clause 1)</b>	
1.1(i)	The Purchaser is: <b>Tanzania Wildlife Management Authority</b>
1.1(j)	The Supplier is: <b>ABINEL TIMOTH MGOBA</b>
1.1(k)	The Project Site is: <b>Wamwimbiki Game Reserve</b>
<b>Nature of Contract and Governing Language (GCLPO Clause 3 and 4)</b>	
4.1	The Governing Language shall be: <b>ENGLISH</b>
<b>Applicable Law (GCLPO Clause 5)</b>	
5.1	The Applicable Law shall be: Laws of <b>TANZANIA</b>
<b>Country of Origin (GCLPO Clause 6)</b>	
6.1	Country of Origin is: <b>NOT APPLICABLE</b>
<b>Performance Security (GCLPO Clause 10)</b>	
10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>NOT APPLICABLE</b>
10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCLPO 18.2: <b>NOT APPLICABLE</b>
<b>Review Meetings, Reports, Inspections and Tests (GCLPO Clause 11)</b>	
11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the supplier and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by Inspection</p>
<b>Packing (GCLPO Clause 12)</b>	
12.2	<p>The following SCLPO shall supplement GCLPO Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard</p>

*A*

*Myk*

*Wah*

SCLPO Clause Number	GCLPO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
		export packing specified by the Procuring Entity in the Specification (NOT APPLICABLE)
<b>Delivery and Documents (GCLPO Clause 13)</b>		
12.	13.4, 13.6	<b>For Goods supplied from abroad: NOT APPLICABLE.</b>
		<p><b>For Goods from within the United Republic of Tanzania</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the employer:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;</li> <li>(ii.) delivery note;</li> </ul> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.</p>
<b>Insurance (GCLPO Clause 14)</b>		
13.	14.1	The Insurance shall be in an amount equal to 110 per cent of the net or CIP value of the Goods from "warehouse" to "warehouse" on an "All Risks" basis, including War Risks and Marine Risks. <b>NOT APPLICABLE</b>
<b>Incidental Services (GCLPO Clause 16)</b>		
14.	16.1	Incidental services to be provided are: <b>APPLICABLE</b>
15.	17.1	Additional spare parts requirements are: <b>NOT APPLICABLE</b>
<b>Warranty (GCLPO Clause 18)</b>		
16.	18.2	Warranty shall remain valid for twelve months after the Goods have been delivered and accepted: <b>NOT APPLICABLE</b>
17.	18.4 & 18.5	The period for correction of defects in the warranty shall be <b>FOURTEEN (14) DAYS.</b>
<b>Payment (GCLPO Clause 19)</b>		
18.	19.1	The method and conditions of payment to be made under this Contract shall be as follows:

GCLP O Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Local Purchase Order
	Payment for Goods supplied from abroad: <b>NOT APPLICABLE.</b>
	<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment: NOT APPLICABLE.</b></li> <li>(ii) <b>On Delivery: NOT APPLICABLE</b></li> <li>(iii) <b>On Acceptance: On Acceptance 100 PERCENT</b> of the material delivered shall be paid to the Supplier within Fourteen (14) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity and Submission of Original Invoice.</li> </ul>
19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: <b>NOT APPLICABLE</b>
<b>Prices (GCLPO Clause 20)</b>	
20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments <b>authorized in SSCO. Tanzania Shillings One Hundred Million Nine Hundred Twenty Three Thousand Only (100,923,000.00) VAT Inclusive</b>
<b>Liquidated Damages (GCLPO Clause 26)</b>	
26.1	<p>Applicable rate: 0.01 - 0.02 per cent per day of undelivered materials/good's value.</p> <p>Maximum deduction is equal to the 10% of the contract sum</p>
<b>Procedures for Disputes (GCLPO Clause 32)</b>	
32.2	Rate of the Adjudicator fees shall be: <b>shall be shared equally among the parties</b>
32.3	Arbitration institution shall be: <b>TANZANIA INSTITUTE OF ARBITRATION</b>

*A. Mnyk*

SCLPO Clause Number	GCLP O Clause Number	Amendments of, and Supplements to, Clauses in the Conditions of the Local Purchase Order
		Place for carrying out Arbitration: <b>TANZANIA</b>
24.	33.1	Appointing Authority for the Adjudicator: <b>INSTITUTE OF ARBITRATION</b>
	<b>Notices (GCLPO Clause 35)</b>	
25.	35.1	Procuring Entity's address for notice purposes: Tanzania Wildlife Management Authority Dar es Salaam Road, TAFORI Building Kingolwira Area P O Box 2658 <b>Morogoro.</b> Tel: +255 023 22934204-11 E-mail: cc@tawa.go.tz  Supplier's address for notice purposes: <b>ABINEL TIMOTH MGOBA</b> P O Box 425 Morogoro Tel:0712224446