



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF WATER**  
**MASWA WATER SUPPLY AND SANITATION**  
**AUTHORITY**

Telegrams "MAJI Tel No: 028-2750237/2750375  
S.L.P 185, Maswa  
Fax: 028-27502337, email: [mdmauwasa@maji.go.tz](mailto:mdmauwasa@maji.go.tz)



# **Local Purchase Order for Procurement of Goods**

**SUPPLY OF PIPE FOR CONSTRUCTION OF WATER EXTENSION  
LINES FOR MASWA WSSA**

**MASWA-WSSA/SMYU/2021/2022/G/12**

**BETWEEN**

**MASWA WATER SUPPLY AND SANITATION AUTHORITY  
(MASWA-WSSA)  
(THE PURCHASER)**

**AND**

**KAHAMA OIL MILLS LTD  
(THE SUPPLIER)**

**Fy-2021-2022**

To: **KAHAMA OIL MILLS LTD**  
**P.O.BOX 253 KAHAMA, SHINYAGA**

Your quotation dated **10 November 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). 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) Quotation Submission Form;
- (c) Procuring Entity 'Letter of Acceptance
- (d) Schedule of requirements and Prices;
- (e) General Conditions of Contract for LPO;
- (f) Special Conditions of Contract for LPO;
- (g) Manufacturing authorization form
- (h) Power of attorney
- (i) Anti -bribery policy
- (j) Minutes of Negotiation
- (k) Qualification information

**1. Contract Sum:** The Contract Sum shall be **Tanzanian Shillings** Three Hundred Fort-Two Million One Hundred Thirty Three Thousand Five Hundred Twenty Only. (Tshs.342,133,520.00) VAT INCLUSIVE as enumerated in the Schedule of Requirements and Prices which is attached herewith to this Contract (LPO).

**2. Commencement of the LPO:** This LPO shall commence immediately after signing by the Parties.

**3. Delivery Period:** The goods are to be use after the date of signing this LPO.

**4. Delivery point:** The goods shall be delivered at the Sola Yard (Maswa old office)

**5. Currency for Payments:** Payment for Goods and Services supplied shall be made in Tanzanian Shillings.

**6. Payment to Supplier:**

- (a) Payments shall be made within five (5) 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/inspection report signed by a responsible person or committee for certifying satisfactory completion of the order]; and
  - (iv) Electronic Fiscal Device (EFD) receipt.

**7. Payment Modality:**

- (a) **Advance Payment: 25%** of the Contract Price shall be paid within thirty (30) 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 Purchaser.
- (b) **On Delivery and Acceptance: 75%** 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 Purchaser. Upon submission of the documents specified in GCC 9.

**8. 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.

**9. Contact Person:**

Any notices, enquiries and documentation shall be addressed to:

**Managing Director**

Maswa Water Supply and Sanitation Authority (MASWA-WSSA),

P. O. Box 185,

Maswa -Simiyu

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: [Signature]

Name: NANDI MATHIAS

Title: MD

Date: 17/11/2021

Seal:

In the presence of:

Signature: [Signature]

Name: JAMES LUMATTA

Title: PROCUREMENT OFFICER

Date: 17/11/2021

FOR AND ON BEHALF OF THE SUPPLIER:

Signature: [Signature]

Name: BRYSON EDWARD BAKEMBA

Title: Manager

Date: 17/11/2021

Seal:

In the presence of:

Signature: [Signature]

Name: ALFRED SHIMA GOZA

Title: Sales & Production Engineer

Date: 17/11/2021



UAP INSURANCE TANZANIA LTD.  
Barclays House, 4<sup>th</sup> Floor, Ohio Street, Dar es Salaam.  
PO Box 71009, Dar es Salaam, Tanzania, Tel +255 22 213 7324/5  
Email: uaptanzania@uap-group.com  
www.uap-group.com

## **ADVANCE PAYMENT BOND POLICY No. 010/121/1/008130/2022**

**WHEREAS KAHAMA OIL MILLS LTD of P.O.BOX 253, KAHAMA, TANZANIA' (hereinafter called "The Contractor") have entered into a written contract with MASWA URBAN WATER SUPPLY AND SANITATION AUTHORITY) P.O.BOX 192 MASWA SIMIYU (hereinafter called "The Employer") For Supply of Pipes for construction of water extension lines for Maswa WSSA – TENDER NO MASWA- WSSA/SMYU/2020/2022/G/12 which is more particularly described in the said written Contract.**

**AND WHEREAS** the Employer has agreed to the Contract carrying out the said work upon certain terms and condition, which have been agreed upon between the Employer and the Contractor according to the contract concluded (hereinafter called "**The Contract**")

**AND WHEREAS** it is one of the terms of the contract that if the Contractor provides the Employer with suitable bond for advance money as stated in the written contract by the employer the bond shall serve as replacement of such money.

**AND WHEREAS UAP INSURANCE TANZANIA LIMITED of P.O.BOX 71009. DAR ES SALAAM, TANZANIA** (hereinafter called the Surety") has agreed to provide the said Surety Bond.

**NOW THEREFORE** the Surety in consideration of the Employer advancing the said sum of the said Contractor as advance money hereby guarantee that if the Contractor shall be liable for payment of any amount which would otherwise have been payable to the Employer then the Surety undertakes to reimburse and pay any such amount as shall the be due to the Employer but not exceeding a maximum of **Tshs 72,791,000.00 (Tanzania Shillings Seventy two million seven hundred ninety one thousand only).**

The liability of the Surety under this Bond shall cease on the date of the issue of the Certificate by the employer certifying that the project is fully completed in accordance with the stipulations of the said written contract.

The Surety reserves the right to cancel this bond within 30 days by providing written notice to the Principal at the address stated

**IN WITNESS WHEREOF** the parties hereto have set their hands on period of Guarantee from 20<sup>th</sup> December 2021 to 31<sup>st</sup> May 2022

Signed by: MHOJA NKWABI KABALO

Signature: 

In the capacity of: Managing Director

Date:

On behalf of: UAP Insurance Tanzania Limited

In the presence of:

Name: NELSON RWIHULLA

Signature: 

Date: 20/12/2022