

**VOCATIONAL EDUCATION AND TRAINING AUTHORITY  
VETA EASTERN ZONE  
DAKAWA VTC BOX 1696 MOROGORO**



**CONTRACT AGREEMENT  
FOR  
SUPPLY AND FIX ALUMINIUM PROFILES FOR KILINDI PROJECT  
PA/024/2021/2022/EZ/19A-DKW**

**Between  
DAKAWA VTC BOX 1696 MOROGORO  
AND  
DAR MORO ALUMINIUM GLASS COMPANY  
BOX 1843 MOROGORO**

**MAY 5, 2022**

**To: M/s. DAR MORO ALUMINIUM GLASS COMPANY**  
**P.O.Box 1843**

Your quotation reference **PA/024/2021/2022/EZ/19A-DKW** dated **5<sup>TH</sup> -MAY-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 that will be contained in this Contract.

**TERMS AND CONDITIONS OF THIS CONTRACT:**

- 1. Contract Sum:** The Contract Sum is TZS. 145,000,000 VAT inclusive. The actual quantity of contract figure will be determined by Local purchase order.
- 2. Delivery Period:** The goods are to be delivered within **EIGHTTEEN DAYS (18)** from the date of receipt of Advance payment as this Contract shows:-
- 3. Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

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 **seven (7)** 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 Kilindi kwa Mwande Award  
**Contact Person:** Notices, enquiries and documentation should be addressed to  
**VETA DAKAWA P.O.BOX 1696 MOROGORO**

- 5. Payment to Supplier:**

Payment will be made in the following modes:

1. 30% advance payment Tsh 43,500,000 upon submission of application letter for advance payment. (Mobilization)
2. 20% payment upon delivery of materials of aluminum windows of which is TZS 29,000,000.
3. 45% payment upon completion of Fixing and Installation of aluminum windows which is TZS. 65,250,000 of the contract price
4. 5% retention of defect liability Period i.e. three (3) months TZS. 7,250,000 of the contract price

The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatching 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)
- Letter of Acceptance
- Priced schedule of requirements
- Terms and conditions



Signed and delivered for and on behalf of the Client (Dakawa Vocational Training Centre)

**SIGNED BY THE SAID**

Name: TERESA IBRAHIM

Signature: [Signature]

Designation: Ag Principal

Date: 05/05/2022



THE CLIENT

**IN THE PRESENCE OF**

Name: MOSHI H. JOEL

Signature: [Signature]

Designation: Ag chairman

Date: 05/05/2022

**SIGNED BY THE SAID**

Name: INNOZENI J. KIKONGE

Signature: [Signature]

Designation: DIRECTOR

Date: 05/05/2022

**DAR MOKO ALUMINIUM GLASS COMPANY**  
P.O. Box 1843 - MOROGORO  
TEL: 0754246456 / 0712526928  
TIN: 109 - 621 - 455

**THE SUPPLIER**  
**DAR MOKO ALUMINIUM GLASS COMPANY**  
P.O. Box 1843 - MOROGORO  
TEL: 0754246456 / 0712526928  
TIN: 109 - 621 - 455

**IN THE PRESENCE OF**

Name: JACKSONI SEBASTIANI

Signature: [Signature]

Designation: MANAGER

Date: 05/05/2022

## **Special and General conditions of contract (SGCC)**

### **1.0 Delivery and Documents**

1.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SGCC and LPO**.

1.3 Documents to be submitted by the Supplier are specified in the **SGCC and LPO** and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

### **2.0 Insurance**

2.1 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 **SGCC**.

### **3.0 Transportation**

3.1 the supplier is bound to arrange and deliver the goods as specified in the schedule of requirements.

### **4.0 Warranty**

4.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the **SGCC and LPO**. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

4.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

4.3 Warranties shall remain valid for period **THREE MONTHS (3)**



- 4.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 4.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 4.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SGCC and LPO**, 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.

## **5.0 Payment**

- 5.1 As specified in the terms and conditions of this contract

## **6.0 Prices**

- 6.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

## **7.0 Change Orders**

- 7.1 No change of order without prior written consent of client.

## **8.0 Contract Amendments**

- 8.1 Subject to GCC 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **9.0 Assignment**

- 9.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

## **10.0 Sub-contracts**

- 10.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this Contract if not already specified in the tender.

## **11.0 Delays in the Supplier's Performance**

11.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the **SGCC**

## **12.0 Liquidated Damages**

12.1 Subject to GCC 24 and if stated in the **SGCC** if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SGCC** of the performance, up to a maximum deduction of the percentage specified in the **SGCC**.

## **13.0 Termination for Default**

13.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 7.1 or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

"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.

"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 practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.



#### **14.0 Force Majeure**

14.1 For purposes of this GCC, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier'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.

#### **15.0 Termination for Insolvency**

15.1 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 which has accrued or will accrue thereafter to the Purchaser.

#### **16.0 Termination for Convenience**

16.1 The Purchaser, by written notice sent to the Supplier, 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

#### **17.0 Settlement of Disputes**

17.1 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 twenty-eight (28) 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 SGCC

#### **18.0 Governing Language**

18.1 The Governing Language of the Contract shall be specified in the SGCC.

#### **19.0 Applicable Law**

19.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania as specified in the SGCC.



## **20.0 Taxes and Duties**

- 20.1 A local Supplier shall be entirely responsible for all taxes, duties, license fees, SGCC., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.