

VOCATIONAL EDUCATION AND TRAINING AUTHORITY

VETA DAKAWA



CONTRACT AGREEMENT FOR SUPPLY OF PLUMBING FITTINGS &  
FIXTURES MATERIALS VETA KILINDI  
(PA/024/2020/2021/EZ/23-DKW)

BETWEEN VETA DAKAWA P.O.BOX 1696 TANGA

AND

M/S. A. ISMAIL ENTERPRISES BOX 2066 TANGA

NOVEMBER 2021

## FRAMEWORK CONTRACT

This Framework Contract No. PA/024/2020/2021/EZ/23-DKW is made at Tanga

this.....day of...NOVEMBER.....2021

### BETWEEN

VOCATIONAL EDUCATION AND TRAINING AUTHORITY(VETA) THROUGH DAKAWA VOCATIONAL TRAINING CENTRE incorporated under laws of the United Republic of Tanzania and having its principal place at DODOMA ROAD KILISA TANGA, P.O. Box 1696, Tanga, Tanzania (hereinafter referred to as the "Client") of the one part;

### AND

M/s A. ISMAIL ENTERPRISES BOX 2066 TANGA established under law of Tanzania and having its Principal place of business at Tanga, P.O. Box 2066, TANGA (hereinafter called "the Supplier") of the other Part.

**WHEREAS** the Client is desirous that the supplier execute the contract for the supply of of Plumbing Fittings & Fixtures Materials amounting Tz 25,871,500 and the Client has accepted the Bid by the supplier for the execution and completion of supply of Plumbing Fittings & Fixtures Materials and the remedying of any defects therein in this contract at a contract price which shall be stated in the Purchase Order (PO) from the client.

**NOW THEREFORE** the parties have to agree as follows:

- (a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.

The following documents attached here to shall be deemed to form an integral part of this contract.

- b) The framework agreement from Government Procurement Services Agency(GPSA) which was signed between supplier and GPSA for financial year 2020/2021

- ❖ Suppliers obligations
- ❖ Procuring Entity obligations
- ❖ Exclusive rights of the procuring entity

- ❖ Reservations of the Agency(GPSA)
- ❖ Disputes arising out of framework agreement
- ❖ General condition of the contract
- ❖ Special condition of the contract
- ❖ Letter of Acceptance

c) The Appendices (1 to 2).

**Appendix 1:** Schedule of requirements with supplier's quote.

**Appendix 2:** Negotiation by **A. ISMAIL ENTERPRISES.**-Which indicates the prices of requested materials which will remain valid for Six6 months from the date of signing the contract.

## **TERMS AND CONDITIONS OF THIS FRAMEWORK CONTRACT**

1. The supplier shall be required to supply goods **Plumbing Fittings & Fixtures Materials** within seven (7) days after receiving a dully signed Purchase Order (PO) from the client in the whole contract period of three (3) months. In time of urgency the PE can issue an approved Purchase Requisition that the Supplier will effect delivery of requested materials/service. However the Client has added materials for Girls Dormitory amounting Tsh 3,330,500
2. The supplier is obliged to issue an Electronic Fiscal Device (EFD) receipt as a proof any payment made by the procuring entity.
3. The supplier shall be obliged to abide by all terms and conditions stipulate in framework agreement signed with GPSA as well as those stipulated in the PO.
4. The Client shall effect payment for goods and services delivered by the supplier and accepted by the client within thirty (30) days after submission of an invoice, Delivery note and inspection form.
5. The contract duration shall be terminated soon after the supply of whole order as will be narrated in the Local purchase order unless otherwise agreed by both parties.
6. The prices quoted in the Min- competition form shall be valid for three (3) months period from date of signing this contract.



## **7. Transportation of goods/ performance of services**

- 7.1 The Supplier / service provider is obliged to supply the stipulated goods to the Clients Site (VETA Kilindi )within seven days. If any circumstances that warranting to delay of delivery should be communicated early in writing to the Client.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser unless test fee to the chosen Agency. The Contract hereby specifies that any inspections and tests, the Purchaser shall choose wherever appropriate and shall notify the Supplier in writing of the identity of any representatives retained for these purposes and results thereof.
- 8.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors charge.
- 8.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall replace to meet specification requirements free of cost to the Purchaser and refund testing expenses incurred thereof.
- 8.4 The Purchaser's right to inspect test and, where necessary, reject the Goods, shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

## **10. Warrant**

- 10.1 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 unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect and will remain in good condition and order as standards prevails at least six months before and after being used as intended.

- 10.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.3 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.
- 10.4 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Purchase Order, 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.

## **11. 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 Purchase Order.
- 11.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

## **12. Liquidated Damages**

If stated in the Purchase Order, 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 Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Purchase Order.

### **13. 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 within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
- (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 Clause:

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

13.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **14. Termination for Insolvency**

- 14.1 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.

#### **15. Termination for Convenience**

- 15.1 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.

#### **16. Taxes and Duties**

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

#### **17. Force Majeure**

- 17.1 Notwithstanding the provisions of GCC Clauses 16, and 18 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this Clause, "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.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof.



Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.

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

**SIGNED BY THE SAID**

Name: ..... THEODORA IBRAHIM .....

Signature: ..... [Signature] .....

Designation: ..... Ag Principal .....

Date: ..... 23/11/2021 .....

.....  
**THE EMPLOYER**



**IN THE PRESENCE OF**

Name: ..... Alfred Barua .....

Signature: ..... [Signature] .....

Designation: ..... Human Resources Officer .....

Date: ..... 23/11/2021 .....



SIGNED BY THE SAID

Name: ALLEN ISMAIL MWAKI

Signature: Allen

Designation: MANAGER

Date: 23/11/2021

A. ISMAIL ENTERPRISES  
P. O. BOX 2066 - TANGA  
TIN No. 109-271-536  
THE SUPPLIER

IN THE PRESENCE OF

Name: JOSEPH EMMANUEL

Signature: Joseph

Designation: SALES

Date: 23/11/2021