

VETA

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



CONTRACT AGREEMENT

FOR

SUPPLY AND FIX METAL GRILLS FOR KILINDI PROJECT

PA/024/2021/2022/EZ/21C-DKW

Between

DAKAWA VTC BOX 1696 MOROGORO

AND

**MARKS DISTRIBUTORS AND SUPPLIES COMPANY LIMITED
P.O.BOX 16130 ARUSHA**

18 FEBRUARY 2022

To: M/s. MARKS DISTRIBUTORS AND SUPPLIES

P.O.Box 16130 ARUSHA

Your quotation reference **PA/024/2021/2022/EZ/21C-DKW** dated **14TH DEC 2021** and **through negotiation held 28th January** is accepted and you are required to supply and fix the goods as detailed on the attached Schedule of Requirements and Prices against of negotiation, 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.63,397,260 VAT inclusive**
- 2. Delivery Period:** The goods are to be delivered and fixed within **twenty days (20)** from the date of this Contract as follows:-
- 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:

There shall be payment to the supplier soon after completion of the entire work that is making grills, painting red oxide and fixing them to respective buildings.

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

- An original Invoice;
- A delivery note evidencing dispatching of the goods;
- Letter of completion and signed engineer's certificate

- 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

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 (6)

- 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.

KUMBUKUMBU YA MAJADILIANO

Regulation 2013 sect 255 kwa Marekebisho sect 72(g) ya kanuni za ununuzi wa Umma ,
2016

PRINCIPAL VETA DAKAWA P.O.BOX 1696 KILOSA MOROGORO

CONTACTS: +255 23 293 5190



YA: MAJADILIANO YA BEI NA MDA WA KULETA BIDHAA KADRI YA MAHITAJI.

KUMBUKUMBU YA UNUNUZI: PA/024/2020/2021/EZ/35 LOT No.2-DKW.

AINA YA MANUNUZI: MANUNUZI YA MADIRISHA NA GATE ZA CHUMA
(METAL GRILLS)

MAHALI PALIPOFANYIKIA MAJADILIANO: DAKAWA VTC

SEHEMU YA KUPELEKA BIDHAA: KILINDI (MRADI WA VETA KILINDI).

KAMPUNI ILIYOITWA KWA MAJADILIANO: MARKS DISTRIBUTORS AND SUPPLIES
COMPANY LIMITED

JINA LA MKURUGENZI/ MWAKILISHI: GOD'SLIGHT LYIMO

MAWASILIANO YA MZABUNI: 0755 944 702. TAREHE: 28th January 2022



S/n	Description of Supplies or Services and Specifications	UOM	QTY	Agreed unit Price VAT Incl	Amount	Supplier's Signature & official Seal
	(a)	(c)	(d)	(e)	(f)	(g)
GRILL DOORS TO ADMINISTRATION BLOCK						
Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved						
1	Doors; 900X2850mm	NO	2	246,500	493,000	
2	Windows; 2000x1800mm high	NO	18	350,000	6,300,000	
3	Windows; 1500x1800mm high	NO	4	260,000	1,040,000	
4	Windows; 1500x900mm high	NO	1	125,000	125,000	
5	Windows; 1200x1800mm high	NO	1	206,000	206,000	
6	Windows; 800x900mm high	NO	6	72,000	432,000	
7	Windows; 800x600mm high	NO	2	48,000	96,000	
GRILL DOORS TO GENERAL CLASSROOM						
Supply and fix metal grills to doors comprising of 25x25mm (25x25) hollow section frames, 25x6mm flat bars filled to the pattern approved						
8	Size; 900mm x 3100mm high	NO	1	241,100	241,100	
9	Windows; 2800 x 1800mm high	NO	15	579,600	8,694,000	
GRILL DOORS TO ELECTRICAL AND MASON, COMPUTER, DSCT						
Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved						
10	Windows; 2800 x 1800mm high	NO	34	494,000	16,786,000	
11	Windows; 2800 x 2000mm high	NO	7	672,000	4,704,000	
GRILL DOORS TO MVM AND WF						
Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved						
ROLLER SHUTTER GRILL DOORS						
Supply and fix roller shutter grill doors comprising with all accessories.						
12	Doors; 3770X3150mm high	NO	4	1,961,000	7,844,000	
13	Windows; 3770 x 1800mm high	NO	3	814,320	2,442,960	



S/n	Description of Supplies or Services and Specifications	UOM	QTY	Agreed unit Price VAT Incl	Amount	Supplier's Signature & official Seal
	(a)	(c)	(d)	(e)	(f)	(g)
	DOORS & WINDOWS FOR STORE					
	Supply and fix metal grills to doors comprising of 25x25mm (25x25)mm hollow section frames, 25x6mm flat bars filled to the pattern approved					
14	Doors; 900X3150mm high;	NO	1	281,600	281,600	
15	Doors; 900X2850mm high	NO	1	281,600	281,600	
16	Doors; 800X2100mm high	NO	1	281,600	281,600	
17	Windows; 2000 x 1800mm high	NO	1	432,000	432,000	
	Windows; 800 x 800mm high	NO	1	72,000	144,000	
	GRILL DOORS TO GIRLS HOSTEL AND BOYS					
	Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved					
19	Windows; 1500 x 1500mm high	NO	4	270,000	1,080,000	
20	Windows; 1000 x 500mm high	NO	2	72,000	144,000	
21	Doors; 1200X2850mm, D1; Double grill	NO	1	297,800	297,800	
	GRILL WINDOWS TO DINING HOLE AND SECURITY POST					
	Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved					
22	Windows; 800 x 1200mm high	NO	2	156,000	312,000	
23	Windows; 2500x2000mm high	NO	2	600,000	1,200,000	
	DOORS & WINDOWS TO STAAF HOUSE SINGLE					
	Supply and fix metal grills to doors comprising of 25x25mm hollow section frames, 25x6mm flat bars filled to the pattern approved					



S/n	Description of Supplies or Services and Specifications	UOM	QTY	Agreed unit Price VAT Incl	Amount	Supplier's Signature & official Seal
	(a)	(c)	(d)	(e)	(f)	(g)
23	Windows; 2000x1200mm high		3	290,000	580,000	
24	Windows; 2000x1800mm high		2	435,000	1,305,000	
25	Windows; 1500x1500mm high	NO	7	270,000	1,890,000	
26	Windows; 1200x1500mm high		4	216,000	864,000	
27	Windows; 1500x2000mm high		7	360,000	2,520,000	
28	Windows; 900x1000mm high		3	110,000	330,000	
29	Windows; 800x900mm high		5	72,000	360,000	
30	Doors; 900X2700mm, D2; Double grill	NO	6	281,600	1,689,600	
GRAND TOTAL						
						63,397,260/=

NEGOTIATION COMMITTEE:

NAME: Mashi Joel SIGNATURE: [Signature]

NAME: Marco Mhamze SIGNATURE: [Signature]

NAME: Tito Katenga SIGNATURE: [Signature]

For supplier

Supplier's Name: MARKS DISTRIBUTORS AND SUPPLIES LTD Signature: [Signature]

Official Seal:



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

SIGNED BY THE SAID

Name: HERESA IBRAHEM

Signature: [Signature]

Designation: Ag Principal

Date:

THE CLIENT

IN THE PRESENCE OF

Name: JOSEPH Mhoka

Signature: [Signature]

Designation: Ag IC

Date: 21/02/2022

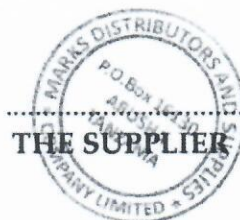
SIGNED BY THE SAID

Name: GOD'SLIGHT LYIMO

Signature: [Signature]

Designation: DIRECTOR

Date: 21/02/2022



IN THE PRESENCE OF

Name: MECKSON LYIMO

Signature: [Signature]

Designation: DIRECTOR

Date: 21/2/22