

Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this ^{3rd} day of ~~September~~ 2022 between KIGOMA WATER SUPPLY AND SANITATION AUTHORITY , P.O. BOX 812 , KIGOMA (hereinafter called "the Purchaser") of the one part and NYUMBIGWA GENERAL SUPPLIES P.O. BOX 1198 , KIGOMA (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., **SUPPLY OF WATER METER AND PIPES** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tsh. 56,550,000.00 (Tanzania shillings Fifty six million five hundred fifty thousand only) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Tender
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Completed Schedules (including Price Schedules), and
 - (i) [Other relevant document(s): *[List any]*]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 - b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



KIGOMA - UJJI URBAN WATER SUPPLY
AND SANITATION AUTHORITY

Managing Director



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

Name: Mbike Jones

(Authorized Representative)

Designation: Managing Director

Signature: [Signature]

Date: 03.09.2022

WITNESS

Name: F. Juma Director

Designation: Marketing

THE SUPPLIER

Name: PAUL MOSES NYUMBIGWA GENERAL SUPPLIES

(Authorized Representative)

Designation: Salome

Signature: [Signature]

Date: 02/09/2022



WITNESS

Name: DAUD TEMAUNJI

Designation: MARKETING

[Handwritten mark]

p.m

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

KIGOMA WATER SUPPLY AND SANITATION

AUTHORITY



Near Regional Administrative Block, Mnarani Area, P. O. Box 812, Kigoma,

Email : info@kuwassa.go.tz

In response, Please Quote:

Ref. No. AE/036/2021-2022/G/14/2

Date 2nd September 2022

M/s Nyumbigwa General Supplies
P.O.Box 1198,
Kigoma..

RE: TENDER NO. AE/036/2021-2022/G/14/2 SUPPLY OF WATER METER AND PIPES FOR NEW CONNECTION CUSTOMER

SUB: Acceptance Notification and contract signing

Kindly Refer the above captioned.

This is to notify you that you're Tender with reference AE/036/2021-2022/G/14/2 **supply of water meter and pipes for new connection customer.**

At a Contract Price of Tsh.56,550,000.00 (Tanzania shillings Fifty-six million five hundred fifty thousand only) VAT exclusive, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

We hereby confirm **NATIONAL INSTITUTE OF ARBITRATORS OF TANZANIA** to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 44.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within seven (7) working days.

Authorized Signature:

Mbike Jones

Ag. Managing Director.

Copy: Appointing Authority, PPRA, TAU, and CAG & Attorney General

KIGOMA / URBAN WATER SUPPLY
AND SANITATION AUTHORITY
Managing Director

P.M

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. *The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers*

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is TANZANIA INSTITUTE OF ARBITRATOR
2.	Commencement Date	1.1(d)	The Commencement Date is: 02.08.2022
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: TWO WEEKS AFRETR RECEIVING ADVANCE PAYMENT
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: THE MANAGING DIRECTOR KIGOMA WATER SUPPLY AND SANITATION AUTHORITY, P.O.BOX 812 KIGOMA.
5.	Name of Supplier	1.1(q)	The Supplier is: NYUMBIGWA GENERAL SUPPLIES, P.O.BOX 1198, KIGOMA.
6.	Project Name	1.1(r)	The Project name is: SUPPLY OF WATER METER AND PIPES
7.	End User	1.1(u)	The End User is KIGOMA WATER SUPPLY AND SANITATION AUTHORITY, P.O.BOX 812 KIGOMA.
8.	Conditions Precedent	3.1	Conditions precedent to Contract effectiveness shall be [list down if any otherwise state not applicable]
9.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent
10.	Governing Language	4.1	The Governing Language shall be: ENGLISH
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the UNITED REPUBLIC OF TANZANIA.
12.	Performance Security/Performance Securing Declaration	10.1	<i>Performance Security is applicable.</i> <i>The amount of Performance Security shall be. 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price.</i>

Pm

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
13.	Reduction of Amount of Performance Security	10.3	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 GCC 18.2
14.	Required Inspections and Tests	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 manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i>
18.	Delivery Documents of Goods from Tanzania	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis.

[Handwritten signature]

f.m

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			including War Risks and Strikes.
20.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
21.	Spare Parts	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be - hours of operation or 12 months from date of acceptance of the Goods or - months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: 1 month
24.	Payment of Goods from Abroad	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <ul style="list-style-type: none"> (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1. (iii) On Acceptance:percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. <p>Payment of local currency portion shall be made in [insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1	<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</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"> (i) Advance Payment: 25% percent 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. (ii) On Delivery: percent of the Contract Price shall be paid on receipt of the Goods and

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 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.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> .
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be TANZANIA SHILLINGS.
28.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
29.	Liquidated Damages	26.1	Applicable rate: 0.2 Per cent per day. Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be <i>[insert: institution]</i> * Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
31.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: —Supplier's address for notice purposes:

P.M

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract to be used for this Tender shall be the Conditions of Contract (GCC) for the Standard Tender Document for Procurement of Goods under National and International Competitive Tendering as prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz

~~Handwritten mark~~

P.M

PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

~~PM~~

PM

SCHEDULE OF SUPPLIES OR SERVICES REQUIRED

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (TShs)
(1)	(2)	(3)	(4)	(5)	(6)	(8) [(6+7)x5]
1		Water meters ¾" with non-return valve PN 10	PC	600		
2		Polly pipe class C ¾	ROLL	77		
		Sub Total				
		Vat 18%				
		Grand total				



P.M

MINI-COMPETITION QUOTATION FORM

[Regulation 131 (5) of the Public Procurement Regulations, 2013](as amended)

MINISTRY OF WATER



KIGOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY



To: NYUMBIGWA GENERAL SUPPLIES

01.09.2022

P.O. BOX 1198 KIGOMA

Re: Mini-Competition under Framework Agreement

Sub: Procurement Reference No: AE/036/2020-2021/G/

Framework Agreement No:

Subject to the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, the Purchaser calls a mini competition. This mini-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.

i) **Technical specifications or/and statement of requirements** [This section is mandatory for Mini-Competition to provide technical specifications for the aspects of Goods or statement of requirements in Non Consultancy Services.]

The technical specifications or/and statements of requirements are as follows:

S/n	Item Code	Description of Supplies or Services	Refined Technical Specification/Statement of Requirements required including applicable standards	Compliance of specification offered
	(a)	(b)	(c)	(d)
		WATER METERS AND PIPES	ALL WATER METERS AND PIPES SHOULD COMPLY WITH GOVERNMENT STANDARDS	



P.M

To be filled by procuring entity: Column (c) states the minimum technical specification of the item(s) required by the Procuring entity.

To be filled by supplier/service provider: The Tenderer is to complete column (d) with the technical specifications of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

ii) Schedule of Supplies or Services required

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Extended Price (TShs)
(1)	(2)	(3)	(4)	(5)	(6)	(8) [(6+7)x5]
1		Water meters ¾" with non-return valve PN 10	PC	600	75,000/-	45,000,000/-
2		Polly pipe class C ¾"	ROLL	77	100,000/-	11,550,000/-
		Sub Total				
		Vat 18%				
		Grand total				56,550,000/-

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above *and it should be within four working days*

The opening of this min-competition quotation will be done in public and in the presence of Tenderers representatives who choose to attend in the opening.

In case of refined technical specifications/statement of requirements tenderers should be guided accordingly.

Supplier/Service Provider

Name of Signatory.....

Authorized Signature.....

Title of Signatory.....

Date & Official Stamp.....

(NOTE: Supplier/Service Provider is obliged to issue an Electronic Fiscal Device (EFD) receipt as proof of any payment made by procuring entity



[Handwritten signature]

P.m

CTIN: 0339147



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION
FOR
TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT
NIMROD MUSSA MPUZU

T/A NYUMBIGWA GENERAL SUPPLIES

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

116-285-088

WITH EFFECT FROM: 03 February 2012

TRA LOCATION: KIGOMA

TAX OFFICE: KIGOMA

PHYSICAL LOCATION:

STREET / AREA: LUMUMBA ROAD



ABDUL Y. MAPEMBE

OFFICIAL SEAL

AG. COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

ID-8270
ADA-200,000/-
FONU-2000/-



TFN 226
(Rev. 2/96)

JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

B 03460985

(Imetolewa chini ya Sheria ya Leseni za Biashara Na 25 ya Mwaka 1972, marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

TIN: 116-285-088

*Futa isiyotakiwa.

1. Ofisi iliyotolewa. MANISPAA KIGOMA/WIJI
2. Nambari ya Ushuru wa mapato. TC 191-0089-5030
3. Leseni imetolewa kwa NYUMBIGWA GENERAL SUPPLIES
kuendesha biashara ya HARDWARE & BUILDING MATERIALS
katika Wilaya ^{KATA} ~~Kanda~~ ya KIGOMA Mtaa LUMUMBA
4. Ni ya Shina/Tawi*
Ada Sh. 200,000/- Nambari ya Stakabadhi KMC 87507
ya tarehe 09/05/2022
5. Mpya inaendeleza* muda wa leseni Na. B 03460941
ya tarehe 07/05/2021
(ii) Muda wa leseni hii utaishia 10/MAY 30 Juni, 2023

Tarehe

09/05/2022

[Signature]
Sahihni na Mhuri wa Mtoaji Leseni

GP. DSM



TANZANIA

Form 5

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 469485

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT NYUMBIGWA GENERAL SUPPLIES this 1st day of APRIL year 2020 has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number 469485 in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 1st day of APRIL TWO THOUSAND AND TWENTY.



Deputy Registrar of Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licensing Authority; TIN : 132-168-504
THE NORWEGIAN REFUGEE COUNCIL (NRC)
KIBONDO
P. O. Box 66
KIBONDO

Tax Certificate Number:
191-0118-6315

Issuing Office: Kigoma
Telephone: 028 2802054
Date of issue: 24 February 2022
Expiry Date: 31 December 2022

Taxpayer Name	NIMROD MUSSA MPUZU		
Trading Name	NYUMBIGWA GENERAL SUPPLIES		
Taxpayer Identification Number	116-285-088	Vat Registration Number	
Company Registration Number			

Business Premises located at: Plot Number ; Block Number ; Street LUMUMBA ROAD

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Wholesale of construction materials, hardware, plumbing and heating equipment and supplies
---	--

HERBERT M.T. KABEMELA
COMMISSIONER FOR DOMESTIC REVENUE
24 February 2022



Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

GOVERNMENT PROCUREMENT SERVICES AGENCY

0072519

FRAMEWORK AGREEMENT FOR SUPPLY OF COMMON USE ITEMS AND SERVICES

(Made under Regulation 132(3) of Public Procurement Regulations, 2013)

Tender for: **BUILDING MATERIALS, MACHINERY AND HARDWARE**

To: **ALL PROCURING ENTITIES** (Hereinafter referred to as the Employer)

(The undersigned hereinafter referred to as the supplier/service provider) hereby covenants to supply Common Use Items and Services described and scheduled hereafter in accordance with the terms and conditions set out below in the schedule of items herein attached.)

Dated this 1ST day of OCTOBER 2021

Witness Name KUDABA AHMAD KUDABA

Signature Kudaba

P.O Box 106 Kihohwa

Supplier M/s NYUMBIGWA GENERAL SUPPLIES

P.O Box 1198 KIGOMA

KIGOMA

Name of Signatory NIMROD MUKENZI

Signature [Signature]

Title M KIRUGENZI



I have read and accept the terms and conditions of this Framework Agreement as accepted by me on behalf of the Government of Tanzania.

Witness Name ALLEN C. KASAMALA

Signature [Signature]

Title HEAD OF LEGAL UNIT

The Agency Name PROF. GERALDINE A. RASHELI

Signature [Signature]

Title CHIEF EXECUTIVE OFFICER - GPSA

Dated this 13TH day of SEPTEMBER 2021



TERMS AND CONDITIONS OF AGREEMENT

1. Supplier/Service Provider's Obligations

The Supplier or service provider agrees to:-

- a) Honor Local Purchase Order prepared and submitted by procuring entities in respect of framework agreement signed.
- b) Supply and deliver all goods and services in per specific conditions set forth by the procuring entity (PE).
- c) Provide samples for approval where required and all goods supplied shall be in accordance with the approved samples.
- d) Indemnify the procuring entity in case of damage or loss of goods caused by delay in delivery or any other act or a sale act by the Procuring Entity.
- e) Prepare and submit to the Government Procurement Services Agency a monthly sales report indicating the value of goods and services sold to procuring entities through frame work agreement.
- f) Pay annual fees to the Government Procurement Services Agency equal to One Hundred Thousand shillings (TSh. 100,000,000) per annum per agreement.
- g) Communicate in writing immediately any changes of business particulars to the Government Procurement Services Agency.

2. PE's Obligations

- a) The PE shall effect payments for goods and services delivered by supplier and accepted by the PE, within (30) days after submission of an invoice or claim. If the PE makes a late payment, the PE shall pay interest at a rate specified in a Local Purchase Order.
- b) To do due diligence to make sure suppliers and service providers are authorized and capable to perform their duties.

3. Exclusive Rights of the Procuring Entity

The Procuring Entity reserves the right to:

- a) Cancel Local Purchase Order of the supplier/service provider who fail to deliver or commence the work within specified delivery period, and the supplier/service provider shall remain liable for any loss or damage sustained by the Procuring Entity.
- b) Reject goods which do not comply with the specifications and the supplier shall be responsible for all costs and expenses incurred there from.
- c) Provide information in writing to Government Procurement Services Agency on unsatisfactory performance by a Supplier/service provider under this agreement.
- d) Return goods free of any defects during warranty period, in case of defects the same will be returned to supplier and replacement made thereof.

4. Reservations of the Agency

The Government Procurement Services Agency shall have the right to:-

- a) Remove reports from procuring entities on default of agreement from procuring entities and where a breach of agreement is determined submit a proposal for debarment of a Supplier/Service provider to the Public Procurement Regulatory Authority.
- b) Terminate the Agreement where reported cases of non performance by supplier/service provider persist and report the case to the Public Procurement Regulatory Authority. Or for any other reason the Agency may deem fit in Public Interest.

5. Disputes arising out of Framework Agreement

Any matters in dispute between the parties to this agreement arising out of the agreement shall be submitted to the arbitration of a single Arbitrator appointed in accordance with Cap. 15 of the Laws of Tanzania.

6. Validity of the Agreement

This agreement shall be valid for a period of One (1) Year without prejudice to item 4 (b) of this agreement.

7. Disclaimer

This Agreement is not a commitment to purchase by the Employer. The commitment to purchase will only be made when a Specific Procuring Entity (PE) issues a Local Purchase Order under terms and conditions of this agreement.

SCHEDULE

Deliver to: KIGOMA

Date of Commencement: 1ST OCTOBER, 2021

Date of Completion: 30TH SEPTEMBER, 2022



TANZANIA

BRELA
BUREAU OF REGISTERED BUSINESS NAMES

Extract date and time: 01/04/2020 07:38:58

Registration date and time: 01/03/2020 07:38:15

The Business Names (Registration) Act (Cap 213)

Extract from Register

1. Name of Business: NYUMBIGWA GENERAL SUPPLIES
2. Registration number: 469485
3. Principle Place of Business: Region Kigoma, District Kigoma CBD, Ward Mwangi Kusini, Postal code 47104, MWANGA KUSINI, Mtaa LUMUMBA KARIBU NA SHARIF PHOTO STUDIOS
4. Contacts: Email mpuzucorplex@gmail.com, Phone 0764003253, P.O.Box 1198
5. Business activity: 4322 - Plumbing, heat and air-conditioning installation, Main activity
4330 - Building completion and finishing
6. Proprietor/Partners: NIMROD MUSSA MPUZU
7. Authorized to Operate Bank Account etc: NIMROD MUSSA MPUZU



Deputy Registrar of Business Names

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.