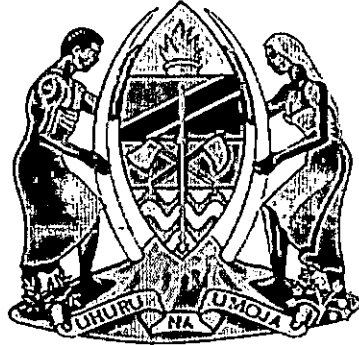


**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF HEALTH**



**Local Purchase Order for Procurement of  
Goods**

**Quotation No: ME/007/2021-2022/HQ/G/88**

**SUPPLY AND INSTALL CUBICLES FOR TRAVELLER AND COMPLETE SET  
MOBILE BOOTH**

**MAY, 2022**

To: **M/s. Ebenezer Destefanos Co Ltd,**  
**P.O Box 3252,**  
**DODOMA**

Your Quotation in respect to Invitation for Quotations with reference No. **ME/007/2021/2022/HQ/G/88** dated 11<sup>th</sup> April, 2022 is accepted and you are required to supply goods/services as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order.

This Local Purchase Order is subject to the terms and conditions of the agreement referenced above. In the event of a conflict, between this Local Purchase Order and the agreement, the agreement shall prevail. In consideration of the payments to be made by the Purchase to the Supplier/Service provider as hereinafter mentioned, the Supplier/Service Provider hereby covenants with the Purchaser to provide Stationaries and to remedy defects therein in conformity in all respects with provisions of the Local Purchaser Order.

The Purchase has issued this Local Purchase Order to the Supplier/Service provider to supply/provide services as listed hereunder in the sum of Tanzania Shillings **One Hundred Fifteen Million Nine Hundred Ninety One Thousand Six Hundred Forty (115,991,640.00) Only, VAT Inclusive** in accordance with the terms and conditions agreed in the Frame work Agreement and this Local Purchase Order.

#### **TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER**

Contract Sum: The Contract Sum is Tanzania Shillings **One Hundred Fifteen Million Nine Hundred Ninety One Thousand Six Hundred Forty (115,991,640.00) Only, VAT Inclusive** (Delivery Period: The goods are to be delivered within Two **Weeks (14 days)** from the date of this Local Purchase Order.

1. Delivery Point: The goods are to be delivered to Julius Nyerere International Airport (JNIA) and Kilimanjaro International Airport (KIA) the distribution list attached.
2. Contact person: Notices, enquires and documentation should be addressed to Permanent Secretary at Ministry of Health, NHIF BUILDING, P.O. Box 743, DODOMA.

3. Payment to Supplier: Payments will be made within 30 days on completion of satisfactory performance of the Contract. Together with this LPO the following documentation must be supplied for payments to be made:

- An original Invoice;
- A Delivery Note evidencing, dispatch of the goods;
- Electronic fiscal Device (EFD) receipt; and
- A completion Certificate signed by a responsible person or committee for certifying, satisfactory completion of the order/services.

4. The following documents form part of this Contract:

- The Technical Specifications;
- The General Conditions of the Local Purchase Order;
- The Special Conditions of the Local Purchase Order.

**5. Suppliers/ Service Provider's Obligations**

The Supplier or service provider agrees to:-

- a) Supply and deliver all goods and services as per specific conditions set forth by the procuring entity (PE)
- b) Provide samples for approval where required and all goods supplied shall be in accordance with the approved samples.
- c) Indemnify the procuring entity in case of damage or loss of benefit caused by delay in delivery or any other act at a rate set by the Procuring Entity

**6. PE's Obligations**

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.

**7. 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 the specified delivery period, and the supplier/service provider shall remain liable for any loss or damage sustained by the Procuring Entity. Reject goods which do not comply with the specifications and the supplier shall be responsible for all costs and expenses incurred there from.
- b) Possess goods free of any defects during warrant period, in case of defects the same will be returned to supplier and replacement made thereof.

## 8. Disputes arising out of 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 **Arbitration ACT Cap.15 of the Laws of Tanzania**

## 9. 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 OF REQUIREMENTS AND PRICES

No.	Description	Unit	Quantity	Rate	Amount
1.	Cubicles for traveller testing privacy	Ea	18	1,774,500.00	31,941,000.00
2.	Complete set mobile booth (booth and chair)	Ea	10	6,635,700.00	66,357,000.00
<b>Sub- Total</b>					<b>98,298,000.00</b>
Add VAT 18%					17,693,640.00
<b>Total Amount in Tshs. (Including VAT)</b>					<b>115,991,640.00</b>

<b>For Purchaser:</b>	<b>For Supplier:</b>
Signature: 	Signature: 
Name: <u>Dr. Elias Kwezi</u>	Name: <u>STEVEN A.S MASANGIA</u>
Designation: <u>Agamo</u>	Designation: <u>MANAGING DIRECTOR</u>
Date: <u>27/5/2022</u>	Date: <u>26/5/2022</u>

For: PERMANENT SECRETARY  
MINISTRY OF HEALTH, COMMUNITY  
DEVELOPMENT, GENDER, ELDERLY  
AND CHILDREN  
P. O. Box 743, DODOMA

