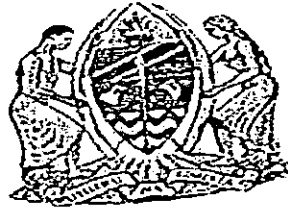


SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 - 2022/G/06

FOR

SUPPLY OF FORMWORK MATERIALS FOR EMD - SHINYANGA
REGIONAL REFERRAL HOSPITAL-

EMPLOYER:
MEDICAL OFFICER INCHARGE,
SHINYANGA REGIONAL REFERRAL HOSPITAL,
P. O. BOX 17
SHINYANGA

SUPPLIER
WAHIDA MWAIKAMBO
P. O. BOX 465
SHINYANGA

FEBRUARY, 2022

Form of Contract Agreement

THIS AGREEMENT made the 11 day of February 2022 between Shinyanga Regional Referral Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and WAHIDA MWAIKAMBO, P. O. BOX 465, Shinyanga (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Form work materials and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Form work materials is based at Shinyanga.

AND WHEREAS the Employer is interested to buy Form work materials hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of Form work materials for Shinyanga Regional Referral Hospital at Mwawaza Area, and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of Tshs 18,157,500 (eighteen million one hundred fifty-seven thousand five hundred only)-VAT Inclusive (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 be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) Form of Agreement
- (b) Letter of Acceptance
- (c) The Quotation Form

3 In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4 The Employer 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 of Tshs 18,157,500 (eighteen million one hundred fifty-seven thousand five hundred only)-VAT Inclusive 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.

15. This Agreement shall remain in force for a period of Seven (7) Day's from date of execution and shall be liable to be terminated on either party giving the other party Seven (7) Day's notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not be entitled to compensation whatsoever.

16. That in the case of any dispute or difference which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement or the subject matter thereof, such dispute or difference shall be referred to the arbitration of any person nominated by parties and the decision of such arbitrator shall be final and binding on the parties hereto.

17. Neither party hereto shall be held liable for non-performance of any of its obligations under this Agreement if such non-performance results from the circumstances beyond its control such as natural calamity, operation of law or other Force Majeure situation provided that such party will notify the other in writing of the advent of such Force Majeure situation within three (3) calendar days of receipt of such notice.

18. Except as otherwise provided herein, any notice to be served hereunder may be served by either party by delivering the same at the registered office of the other party and having a copy of the same or a dispatch book signed for receipt.

19. This agreement shall be governed by and in accordance with the laws of United Republic of Tanzania.

20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before making fully delivering.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: DR. LUYA JOHN
DESIGNATION: MD
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: KALISA L. MUSHI
DESIGNATION: AG. H.S.
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: WAHIDA S. MWAIKAMBO
DESIGNATION: M/D
DATE: 25/2/2022

WITNESS

SIGNATURE: [Signature]
NAME: M.P. JUMA JUMI P. MURUGU
DESIGNATION: M/D
DATE: 25/02/2022

WAHIDA S. MWAIKAMBO
P.O. BOX 465 SHINYANGA
TIN: 124-230-691

SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga
Phone No: 028 -2763283
Fax No: 028 - 2763283
Email:nshinyangarrh@afya.go.tz



Regional Referral Hospital
P.O.BOX 17,
Shinyanga .
10.02.2022.

LETTER OF ACCEPTANCE:

TO: M/S WAHIDA MWAIKAMBO,
P.O.BOX 465,
SHINYANGA.

RE: SUPPLYING OF FORMWORK MATERIALS FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of formwork materials for the contract price of Tshs 18,157,500 (eighteen million one hundred fifty-seven thousand five hundred only)-VAT Inclusive as corrected and modified in accordance with the instruction to Bidder is hereby accepted by our agency.

You are required to sign the contract Agreement and commence the services as you will be instructed from the date of signing the contract

A handwritten signature in black ink, appearing to read 'Luzila J. Boshi', written over a dotted line.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital