

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/04

FOR

SUPPLY OF VARIOUS MATERIALS (DPM/DPC FOR EMD-
SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
GROMICE INVESTEMENT
P. O. BOX 2080
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 **GROMICE INVESTMENT , P. O. BOX 2080, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Various materials DPM/DPC and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of Various materials DPM/DPC** is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Various materials DPM/DPC hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Various materials DPM/DPC 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 **12,847,000** (Twelve million eight hundred forty-seven thousand 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 **12,847,000** (Twelve million eight hundred forty-seven thousand 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value
6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.
7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.
8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract
9. The Employer shall deduct 2% withholding tax of the contract value
10. Supplier shall arrange for his own transport for the delivery of such quantities of Various materials DPM/DPC at the Employer's Site or such other place within as the Employer may direct.
11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the 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 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 it's 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 make fully delivering.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: Dr. Lucia J. J. J.
DESIGNATION: MD
DATE: 11/02/2022

WITNESS

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

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: Xavier T.
DESIGNATION: MD
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: Samson Amisi
DESIGNATION: SALES
DATE: 11/02/2022

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 GROMICE INVESTMENT,

P.O.BOX 2080,

SHINYANGA.

RE: SUPPLYING OF VARIOUS MATERIALS-DPC/DPM FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of various materials DPC/DPM for the contract price of Tshs 12,847,000 (Twelve million eight hundred forty-seven thousand 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



Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/10

FOR

SUPPLY OF IRONMONGERIES FOR EMD - SHINYANGA
REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
PATRICK MUSABILA
P. O. BOX 2080
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 PATRICK MUSABILA, P. O. BOX 2080, Shinyanga (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Ironmongeries Hafele type and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Ironmongeries Hafele type is based at Shinyanga.

AND WHEREAS the Employer is interested to buy Ironmongeries Hafele type hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of Ironmongeries Hafele type 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 37,335,000 (Thirty-seven million three hundred thirty-five thousand 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 37,335,000 (Thirty-seven million three hundred thirty-five thousand 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.

10. 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 full delivery.

SIGNED, SEALED AND DELIVERED BY:


FOR PROCURING ENTITY:

SIGNATURE: 
NAME: DR. LUZILA
DESIGNATION: MED
DATE: 11/02/2022

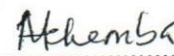
WITNESS

SIGNATURE: 
NAME: KALISA L. MUSHI
DESIGNATION: Ag. HS
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: 
NAME: PATRICK MUSABILA
DESIGNATION: DIRECTOR
DATE: 11/02/2022

WITNESS

SIGNATURE: 
NAME: MASUMBUKO MCHENBA
DESIGNATION: SALES
DATE: 11/02/2022

PATRICK MAKALE MUSABILA
P.O. BOX 2080 SHINYANGA
TIN: 134-058-722

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 PATRICK MUSABILA,

P.O.BOX 2080,

SHINYANGA.

RE: SUPPLYING OF IRONMONGERIES FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Ironmongeries HAFELE Type for the contract price of Tshs 37,335,000 (Thirty-seven million three hundred thirty-five thousand 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.



Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/13

FOR

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

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

SUPPLIER
NGALYA STORE
P. O. BOX 338
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 NGALYA STORE, P. O. BOX 338, Shinyanga (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy Finishing materials hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of Finishing 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 38,077,000 (Thirty-eight million seventy-seven thousand 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 38,077,000 (Thirty-eight million seventy-seven thousand 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Finishing materials at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PURCHASING ENTITY:

SIGNATURE: [Signature]
NAME: DR. LULIA JOHN
DESIGNATION: MUT
DATE: 11/02/2022

WITNESS

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

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: JOBU MAFIMANGALIA
DESIGNATION: MA
DATE:

WITNESS

SIGNATURE: [Signature]
NAME: MSAFIRI JOAR
DESIGNATION: WAGNER
DATE:

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 NGALYA STORE,
P.O.BOX 338,
SHINYANGA.

RE: SUPPLYING OF VARIOUS FINISHING MATERILAS:

This is to notify you that your quotation dated January, 2022 for the supplying of Various finishing materials for EMD for the contract price of Tshs 38,077,000 (thirty-eight million seventy-seven thousand 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.

Dr. Luzila J. Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/02

FOR

SUPPLY OF EARTH/MINERAL CONSTRUCTION MATERIALS
FOR EMD - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
MIRII INVESTMENT
P. O. BOX 178
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 **MIRII INVESTMENT , P. O. BOX 178, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Earth/minerals construction materials and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of Earth/minerals construction materials** is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Earth/minerals construction material hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Earth/minerals construction 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 **40,400,000** (forty million and four hundred thousand 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

5 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 **40,400,000** (forty million and four hundred thousand 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order , quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Earth/minerals construction materials at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

15. This Agreement shall remain in force for a period of **Seven (7) Days** from date of execution and shall be liable to be terminated on either party giving the other party **Seven (7) Days'** 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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: Dr. Luzila Jirou
DESIGNATION: MoE
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: KALISA L. MUSHI
DESIGNATION: Ag/HIS
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: Raymond S.
DESIGNATION: M/D
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: STANLEY E. MARENGA
DESIGNATION: M/D
DATE: 11/02/2022



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 MIRIH INVESTMENT & GENERAL SUPPLIES,

P.O.BOX 178,

SHINYANGA.

RE: SUPPLYING OF EARTH/MINERAL CONSTRUCTION MATERIALS FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Earth/mineral construction materials for the contract price of Tshs 40,400,000 (forty million and four hundred thousand 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.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/14

FOR

SUPPLY OF TILES FOR EMD - SHINYANGA REGIONAL
REFERRAL HOSPITAL-

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

SUPPLIER
DAR CERAMICA CENTRE
P. O. BOX 2623
DAR ES SALAAM

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 **DAR CERAMICA CENTRE, P. O. BOX 2623, DAR ES SALAAM** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Tiles and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Tiles is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Tiles hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., **Supply of Tiles 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 66,462,200** (Sixty six million four hundred and sixty two thousand and two 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 66,462,200** (Sixty-six million four hundred and sixty-two thousand and two 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.

Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part

thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Tiles at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not in conformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 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 it's 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 make fully delivering.

SIGNED, SEALED AND DELIVERED BY:

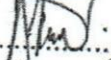
FOR PROCURING ENTITY:

SIGNATURE: 
NAME: DR. LUYILA JOHN
DESIGNATION: MUI
DATE: 11/02/2022


WITNESS

SIGNATURE: 
NAME: KALISTA L. MUSHI
DESIGNATION: Ag. Its
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: 
NAME: MKUIA CLEPH
DESIGNATION: SALES OFFICER
DATE: 21/03/2022

WITNESS

SIGNATURE: 
NAME: JOYCE KOMO
DESIGNATION: BRANCH MANAGER
DATE: 21/03/2022

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 DAR CERAMICA CENTRE,
P.O.BOX 2623,
DAR ES SALAAM.

RE: SUPPLYING OF TILES FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of TILES for EMD for the contract price of Tshs 66,462,200 (Sixty six million four hundred and sixty two thousand and two 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.

Dr. Luzila J. Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/05

FOR

SUPPLY OF SAND CEMENT BLOCK FOR EMD- SHINYANGA
REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
FAHMI SAID ABDALLAH
P. O. BOX 769
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 **FAHMI SAID ABDALLAH, P. O. BOX 769, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Sand cement block and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Sand cement block is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Sand cement block hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Sand cement block 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 **51,282,200** (Fifty-one thousand two hundred eighty-two thousand two 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 **51,282,200** (Fifty-one thousand two hundred eighty-two thousand two 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Sand cement block at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not in conformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 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 it's 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.

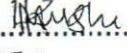
20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

SIGNED, SEALED AND DELIVERED BY:

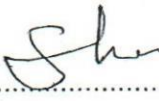
FOR PROCURING ENTITY:

SIGNATURE: 
NAME: DR. LUCAS J. J. J.
DESIGNATION: MD
DATE: 11/02/2022


WITNESS

SIGNATURE: 
NAME: KALISA L. MUSHI
DESIGNATION: Ag. H/S
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: 
NAME: FAHMI S. ABDULLAH
DESIGNATION: CEO
DATE: 11/02/2022

WITNESS

SIGNATURE: 
NAME: FAHAD SAID
DESIGNATION: MANAGER
DATE: 11/2/2022

FAHMI SAID ABDULLAH
BOX 759
SHINYANGA

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 FAHMI SAID ABDALLAH,

P.O.BOX 769,

SHINYANGA.

RE: SUPPLYING OF SAND CEMENT BLOCK FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Sand cement block for the contract price of Tshs 51,282,200 (Fifty-one thousand two hundred eighty-two thousand two 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.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: DR. LULUA 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: MD
DATE: 25/2/2022

WITNESS

SIGNATURE: [Signature]
NAME: DR. J. M. M. D. M. D. M. D.
DESIGNATION: MD
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.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/07

FOR

SUPPLY OF ROOFING STRUCTURE 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 Roofing Timber and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Roofing Timber is based at Shinyanga.

AND WHEREAS the Employer is interested to buy Roofing Timber hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., **Supply of Roofing Timber 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 **23,059,600** (twenty-three million fifty-nine thousand six 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 **23,059,600** (twenty-three million fifty-nine thousand six 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Roofing Timber at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: DR. LULUA JOON
DESIGNATION: M/D
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: KALISHA 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: MATUMBA M. A. MANGO
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 ROOFING STRUCTURE FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Roofing structure for the contract price of Tshs 23,059,600 (twenty-three million fifty-nine thousand six 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.



Dr. Luzila J. Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/

FOR

**SUPPLY OF HARDWOOD DOOR FRAMES 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 Hardwood door frames and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of** Hardwood door frames is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Hardwood door frames hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of** Hardwood door frames **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 **37,770,000** (Thirty seven million seven hundred and seventy thousand 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 **37,770,000** (Thirty seven million seven hundred and seventy thousand 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Hardwood door frames at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not in conformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: Dr. Luzius John
DESIGNATION: MoP
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: WAHIDA S. MWAIKAMBO
DESIGNATION: M.O
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: KALISTA W. MUSHI
DESIGNATION: Ag. H.S.
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: M. D. MWAIGD
DESIGNATION: M. D. MWAIGD
DATE: 11/02/2022

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

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/12

FOR

**SUPPLY OF WINDOW METAL GRILL FOR EMD - SHINYANGA
REGIONAL REFERRAL HOSPITAL-**

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

SUPPLIER
LEONARD MBEHO
P. O. BOX 1004
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 **LEONARD MBEHO, P. O. BOX 1004, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Window metal grill and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of Window metal grill** is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Window metal grill hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Window metal grill 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 **16,126,900** (Sixteen million one hundred twenty-six thousand nine 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 **16,126,900** (Sixteen million one hundred twenty-six thousand nine 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Window metal grill at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not in conformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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 full delivery.

SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:

SIGNATURE: [Signature]
NAME: Dr. Lucia Bwona
DESIGNATION: M.O.P
DATE: 11/02/2022

WITNESS

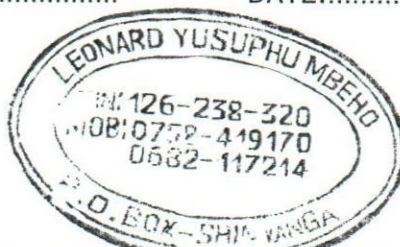
SIGNATURE: [Signature]
NAME: KALISTA L. MUSHT
DESIGNATION: Ag.H/S
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: LEONARD Y. MBEHO
NAME: LEONARD Y. MBEHO
DESIGNATION: FUNDI
DATE: 11/02/2022

WITNESS

SIGNATURE: [Signature]
NAME: ANDREW KINSMA MURIA
DESIGNATION: DIRECTOR
DATE: 11/02/2022



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 LEONARD Y. MBEHO,

P.O.BOX 1004,

SHINYANGA.

RE: SUPPLYING OF WINDOW METAL GRILLS FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Window metal Grills for the contract price of Tshs 16,126,900 (Sixteen million one hundred twenty-six thousand nine 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.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/ (1)

FOR

SUPPLY OF ALLUMINUM FRAMED WINDOWS FOR EMD -
SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
LEONARD MBEHO
P. O. BOX 1004
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 **LEONARD MBEHO, P. O. BOX 1004, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Aluminium framed window and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of Aluminium framed window** is based at Shinyanga.

AND WHEREAS the Employer is interested to buy Aluminium framed window hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Aluminium framed window 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 30,145,300 (Thirty million one hundred forty five thousand three 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) This 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 30,145,300 (Thirty million one hundred forty-five thousand three 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value
6. The Works shall commence on **February 2022** the date of signing this agreement by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.
7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedial works therein in conformity in all respect with the provisions of the contract.
8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality or quantities of the quotation the stipulation of the contract
9. The Employer shall deduct 2% withholding tax of the contract value
10. Supplier shall arrange for his own transport for the delivery of such quantities of Aluminium door and window at the Employer's Site or such other place within as the Employer may require.
11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract entered in accordance to the terms and conditions herein agreed and that the Supplier supplies of the said goods or materials and shall be consistence and in conformity with the orders made by the client.
13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be in non conformity with the quotation specifications or quality.
14. That it is hereby agreed under this agreement that the client may terminate the contract by giving a seven (7) days' notice, if it is discovered that the Supplier is negligent and has been acting dishonestly.

15. This Agreement shall remain in force for a period of **Seven (7) Days** from date of execution. It shall be liable to be terminated on either party giving the other party **Seven (7) Days** 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 event of any dispute or difference which may at any time arise between the parties or any person claiming under them, touching or arising out of or in respect of the 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 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 the party will notify the other in writing of the advent of such Force Majeure 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 delivering the same at the registered office of the other party and handing 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 Kenya.


20. The Seller shall be responsible to submit the sample of materials to be supplied to the clerk of the court for approval before making full delivery.

SIGNED AND DELIVERED BY:

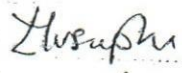
FOR PURCHASER ENTITY:

SIGNATURE: 
NAME: DR. LUCILA JUUVU
DESIGNATION: MD
DATE: 11/02/2022

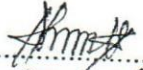
WITNESS

SIGNATURE: 
NAME: KALISA L. MUSHI
DESIGNATION: AG. IHS
DATE: 11/02/2022

FOR SELLER

SIGNATURE: 
NAME: LEONARD N. MBETO
DESIGNATION: FUNDI
DATE: 11/02/2022

WITNESS

SIGNATURE: 
NAME: ANDREW KENANI MURIA
DESIGNATION: DIRECTOR
DATE: 11/02/2022



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 LEONARD Y. MBEHO,

P.O.BOX 1004,

SHINYANGA.

RE: SUPPLY AND FIX OF ALLUMINUM FRAMED WINDOW FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of Aluminum framed windows for the contract price of Tshs 30,145,300 (Thirty million one hundred forty-five thousand three 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.

Dr. Luzila J. Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/09

FOR

SUPPLY OF SOLID FLUSH DOORS SHUTTER FOR EMD -
SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
MES Trading Company
P. O. BOX 2623
DAR ES SALAAM

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 **MES TRADING COMPANY, P. O. BOX 2623, DAR ES SALAAM** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Solid flush door shutters and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of** Solid flush door shutters is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Solid flush door shutters hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of** Solid flush door shutters **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 **38,948,000** (thirty-eight million nine hundred and forty eight thousand 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 **38,948,000** (thirty-eight million nine hundred and forty eight thousand 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

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Solid flush door shutters at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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: 

NAME: De Lizila John

DESIGNATION: MOT

DATE: 11/02/2021

WITNESS

SIGNATURE: 

NAME: KALISTA L. MUSHI

DESIGNATION: AGHS

DATE: 11/02/2021

FOR SUPPLIER:

SIGNATURE: 

NAME: MESHACK DANIEL

DESIGNATION: MANAGING DIRECTOR

DATE: 11/02/2021

WITNESS

SIGNATURE: 

NAME: NGAJINA GEORGE

DESIGNATION: TECHNICIAN

DATE: 11/FEB/2021

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 MES Trading company,

P.O.BOX 2623,

DAR ES SALAAM.

RE: SUPPLY AND FIX OF SOLID FLUSH DOOR SHUTTERS FOR EMD:

This is to notify you that your quotation dated January, 2022 for the supplying of solid flush door shutters for the contract price of Tshs 38,948,000 (thirty eight million nine hundred forty eight thousand 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.



Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/15

FOR

SUPPLY OF EPOXY FLOOR FINISH FOR EMD & ICU AT -
SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
MES TRADING COMPANY
P. O. BOX 2623
DARES SALAAM

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 MES TRADING COMPANY, P. O. BOX 2623, DAR ES SALAAM (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Epoxy floor finish and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of Epoxy floor finish is based at Shinyanga.

AND WHEREAS the Employer is interested to buy Epoxy floor finish hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of Epoxy floor finish 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 55,650,000 (Fifty-five million six hundred and fifty thousand 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 55,650,000 (Fifty-five million six hundred and fifty thousand 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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on February 2022 the date of signing this agreement fully by both parties and shall be completed on or before May, 2022 (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Epoxy floor finish at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not in conformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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) Days'** 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 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 it's 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.

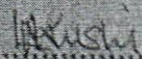
20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

SIGNED, SEALED AND DELIVERED BY:

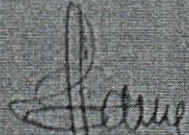
FOR PROCURING ENTITY:

SIGNATURE: 
NAME: Dr. Lucila John
DESIGNATION: MD
DATE: 11/02/2022

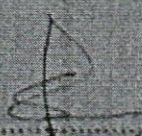
WITNESS

SIGNATURE: 
NAME: KALISTA L. MUSHI
DESIGNATION: Ag. H/S
DATE: 11/02/2022

FOR SUPPLIER:

SIGNATURE: 
NAME: MESHACK DANIEL
DESIGNATION: MANAGING DIRECTOR
DATE: 11/02/2022

WITNESS

SIGNATURE: 
NAME: NSAJIMA GEORGE
DESIGNATION: TECHNICIAN
DATE: 11/FEB/2022

SHINYANGA REGIONAL REFERRAL HOSPITAL



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/01

FOR

SUPPLY OF BAGS OF CEMENT FOR EMD - SHINYANGA
REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
NGALYA STORE
P. O. BOX 338
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 **NGALYA STORE, P. O. BOX 338, Shinyanga** (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for Bags of cement 42.5@ 50kg and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of** Bags of cement 42.5@ 50kg is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy Bags of cement 42.5@ 50kg hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of** Bags of cement 42.5@ 50kg **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 Contract Price of Tshs19,500 (Nineteen thousand and five hundred only) per bag -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 Tshs19,500 (Nineteen thousand and five hundred only) per bag -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.

5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

6. The Works shall commence on **February 2022** the date of signing this agreement fully by both parties and shall be completed on or before **May, 2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.

7. 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 execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract

9. The Employer shall deduct 2% withholding tax of the contract value

10. Supplier shall arrange for his own transport for the delivery of such quantities of Bags of cement 42.5@ 50kg at the Employer's Site or such other place within as the Employer may direct.

11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.

12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.

13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.

14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.

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) Days'** 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. LULUA DUN
DESIGNATION: MOE
DATE: 11/02/2022

WITNESS

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

FOR SUPPLIER:

SIGNATURE: [Signature]
NAME: JOBU MAMANGATA
DESIGNATION: MA
DATE:

WITNESS

SIGNATURE: [Signature]
NAME: MSAFIRI COAB.
DESIGNATION: WITNESS
DATE:

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 NGALYA STORE,
P.O.BOX 338,
SHINYANGA.

RE: SUPPLYING OF CEMENT (42.5) FOR EMD :

This is to notify you that your quotation dated January, 2022 for the supplying of Cement for the contract price of Tshs 19,500 (nineteen thousand and five hundred only) per Bag-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.

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital