

# SHINYANGA REGIONAL REFERRAL HOSPITAL



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

FOR

SUPPLY OF SOLID FLUSH DOORS SHUTTER FOR ICU-  
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 34,310,000 (thirty-four million three hundred and ten 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 34,310,000 (thirty-four million three hundred and ten 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.



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 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 hereir contained by the Employer or in the event of any misconduct on his part or on the par 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



## SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga  
Phone No: 028 -2763283  
Fax No: 028 - 2763283  
Email: [nshinyangarrh@afya.go.tz](mailto: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 ICU:

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 34,310,000 (thirty-four million three hundred and ten 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 ICU- 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



# SHINYANGA REGIONAL REFERRAL HOSPITAL



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

FOR

SUPPLY OF IRONMONGERIES FOR ICU- 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 28,500,000 (twenty-eight million five 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
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 28,500,000 (twenty-eight million five 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 Ironmongeries Hafele type 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 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: DA. LUCIA Bono  
DESIGNATION: MOI  
DATE: 11/02/2022

#### WITNESS

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

#### FOR SUPPLIER:

SIGNATURE: [Signature]  
NAME: PATRICK MUSABILA  
DESIGNATION: Director  
DATE: 11/02/2022

#### WITNESS

SIGNATURE: [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



CONTRACT NO. FWC/ME/SRRH/007/2021 – 2022/G/08

FOR

SUPPLY OF HARDWOOD DOOR FRAMES FOR ICU-  
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 **21,879,000** (Twenty one million eight hundred seventy nine 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 **21,879,000** (Twenty one million eight hundred seventy nine 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.



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.



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. LUZILA JOHN  
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: WAHIDA S. MWAIKAMBO  
DESIGNATION: M.D  
DATE: 11/02/2022

**WITNESS**

SIGNATURE: [Signature]  
NAME: M. A. MARGO  
DESIGNATION: MARGO  
DATE: 11/02/2022

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



# ANALYSIS REPORT FOR COMPETITIVE PRICES FOR BUILDING MATERIALS FOR SHINYANGA REGIONAL REFERRAL HOSPITAL UNDER MINISTRY OF HEALTH

## 1.0 INTRODUCTION:

The Shinyanga Regional Referral Hospital requested for competitive Prices from the following Short-listed tenderers from the list of GPSA for supply of Building materials hardwood doors frames for ICU Block.

## 2.0 ISSUE OF PRICE QUOTATION DOCUMENTS

Price Quotation documents were issued on 6<sup>th</sup> January 2022 to three short listed suppliers from GPSA;

I M/s Juma mitayo P.O.Box 1004 Shinyanga .

li M/s Abajaja Co.Ltd P.O.Box 565 Shinyanga.

lii M/s Juma Seleman P.O.Box 2197 Shinyanga.

Iv M/s Wahida Mwaikambo P.o.Box 465 Shinyanga.

## 3.0 PRICE QUOTATION DOCUMENTS SUBMISSION AND OPENING:

The Price Quotation documents were submitted to the Secretary, Tender Board, Shinyanga Regional Referral Hospital on 11<sup>th</sup> January, 2022 and opened at 10:30hrs; three Companies submitted before deadline of submission. Ms. Abraham Kimambo (Supplies Officer) opened the sealed envelopes as follows:

| No.  | Names of Suppliers                       |
|------|--|
| i.   | M/s Juma mitayo P.O.Box 1004 Shinyanga   |
| ii.  | M/s Abajaja Co.Ltd P.O.Box 565 Shinyanga |
| iii. | M/s Juma Seleman P.O.Box 2197 Shinyanga  |
| iv   | Wahida Mwaikambo P.o.Box 465 Shinyanga   |

Table 1: PRICE LIST FOR SUPPLY AND FIX ALLUMINIUM WINDOWS AND DOORS

| No | Description   | Unit of issue | Q ty | M/s Wahida Mwaikambo | M/s Juma Seleman | M/s Abajaja Co.Ltd | Juma mitayo |
|----|---|---------------|------|----------------------|------------------|--------------------|-------------|
|    | supply of Building materials hardwood doors frames for ICU Block. | Pc            |      | 21,879,000           | 22,318,520       | 25,442,000         | 25,192,000  |



# SHINYANGA REGIONAL REFERRAL HOSPITAL



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

FOR

SUPPLY OF ALLUMINUM FRAMED WINDOWS FOR ICU -  
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 33,832,000 (Thirty-three million eight hundred thirty-two 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 33,832,000 (Thirty-three million eight hundred thirty-two 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.



REGIONAL

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 Aluminium framed window 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. LULU L. ZITHI  
DESIGNATION: MD  
DATE: 11/02/2022

**WITNESS**

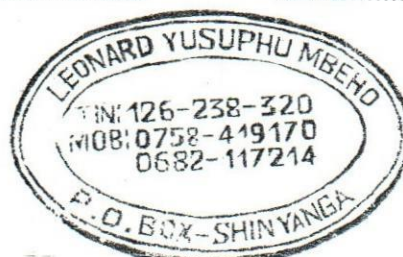
SIGNATURE: [Signature]  
NAME: KALISTA L. MUSHI  
DESIGNATION: Ag. H.S.  
DATE: 11/02/2022

**FOR SUPPLIER:**

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

**WITNESS**

SIGNATURE: [Signature]  
NAME: ANDREW KINGSLEY MUSA  
DESIGNATION: DIRECTOR  
DATE: 11/02/2022





## SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegram "AFYA" Shinyanga  
Phone No: 028 -2763283  
Fax No: 028 - 2763283  
Email: [nshinyangarrh@afya.go.tz](mailto: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 ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of Aluminum framed windows for the contract price of Tshs 33,832,000 (Thirty-three million eight hundred thirty-two 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/12

FOR

SUPPLY OF WINDOW METAL GRILL FOR ICU - 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 **17,632,000** (seventeen million six hundred thirty-two 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.:

- (d) Form of Agreement
- (e) Letter of Acceptance
- (f) 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 **17,632,000** (seventeen million six hundred thirty-two 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 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 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 the 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: [Signature]  
NAME: Dr. LULIA DUTU  
DESIGNATION: MUR  
DATE: 11/02/2022

#### WITNESS

SIGNATURE: [Signature]  
NAME: KALISA W. MUSHI  
DESIGNATION: Ag. H/S  
DATE: .....

#### FOR SUPPLIER:

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

#### WITNESS

SIGNATURE: [Signature]  
NAME: ANDREW KINCHAMWIA  
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](mailto: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 ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of Window metal Grills for the contract price of Tshs 17,632,000 (seventeen million six hundred thirty-two 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/ 04

FOR

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

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

SUPPLIER  
GROMICE INVESTMENT  
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 **7,811,000**(Seven million eight hundred eleven 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 **7,811,000**(Seven million eight hundred eleven 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 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.

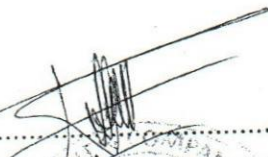
20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

**SIGNED, SEALED AND DELIVERED BY:**

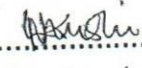
**FOR PROCURING ENTITY:**

SIGNATURE:   
NAME: DR. LULUWA JORAN  
DESIGNATION: MOE  
DATE: 11/02/2022


**FOR SUPPLIER:**

SIGNATURE:   
NAME: taner  
DESIGNATION: MD  
DATE: 11/2/2022

**WITNESS**

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

**WITNESS**

SIGNATURE:   
NAME: BANSON AMOSI  
DESIGNATION: SALES  
DATE: 11/02/2022



# SHINYANGA REGIONAL REFERRAL HOSPITAL



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

FOR

SUPPLY OF FORMWORK MATERIALS FOR ICU- 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 **13,473,000** (Thirteen million four hundred seventy-three 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 **13,473,000** (Thirteen million four hundred seventy-three 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 Form work 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 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: D. R. LUYLA  
DESIGNATION: MD  
DATE: 11/02/2022

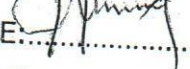
**WITNESS**

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

**FOR SUPPLIER:**

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

**WITNESS**

SIGNATURE:   
NAME: WILIAMBA D. MANZO  
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](mailto: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 ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of formwork materials for the contract price of Tshs 13,473,000 (Thirteen million four hundred seventy-three 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/03

FOR

SUPPLY OF REINFORCEMENT BAR FOR ICU - 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 Reinforcement bars and he is willing and capable of supplying the same to the Employer.

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

AND WHEREAS the Employer is interested to buy Reinforcement bars hereinafter referred to as "**goods**" on invoice from the Supplier for his Construction business viz., **Supply of Reinforcement bars 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 **16,103,400** (sixteen million one hundred and three thousand four 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
- 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 **16,103,400** (sixteen million one hundred and three thousand four 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 Reinforcement bars 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. Lucia Wion  
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: Rajiv S.  
DESIGNATION: MD  
DATE: 11/02/2022

**WITNESS**

SIGNATURE: [Signature]  
NAME: STANLEY E. MARANSYA  
DESIGNATION: MLD  
DATE: 11/02/2022





## SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga  
Phone No: 028 - 2763283  
Fax No: 028 - 2763283  
Email: [nshinyangarrh@afya.go.tz](mailto:nshinyangarrh@afya.go.tz)



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

### LETTER OF ACCEPTANCE:

TO: M/S MIRII INVESTMENT & GENERAL SUPPLIES,

P.O.BOX 178,

SHINYANGA.

### RE: SUPPLYING OF REINFORCEMENT BARS FOR ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of Reinforcement bars materials for the contract price of Tshs 16,103,400 (sixteen million one hundred and three thousand four 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/13

FOR

SUPPLY OF FINISHING MATERIALS FOR ICU- 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 39,011,000 (Thirty-nine million eleven 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 39,011,000 (Thirty-nine million eleven 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 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 fully delivering.

**SIGNED, SEALED AND DELIVERED BY:**

**FOR PROCURING ENTITY:**

SIGNATURE: [Signature]  
NAME: DR. LULUJA BAN  
DESIGNATION: MD  
DATE: 11/02/2022

**WITNESS**

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

**FOR SUPPLIER:**

SIGNATURE: [Signature]  
NAME: JOBU MAMANGA  
DESIGNATION: MD  
DATE: .....

**WITNESS**

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



# SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283

Fax No: 028 - 2763283

Email: [nshinyangarrh@afya.go.tz](mailto: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 ICU for the contract price of Tshs 39,011,000 (thirty-nine million eleven 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 ICU - 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 capable of supplying the same to the Employer. and he is willing

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 20,000,000 (Twenty million 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
4. 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 20,000,000 (Twenty million 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.
6. 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

7. 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.

8. 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.

9. 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

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. This Agreement shall remain in force for a period of **Seven (7) Days** from date of execution and shall be liable to the 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.

17. 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.

18. 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.

19. 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.

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

21. 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. LULWA JOHN  
DESIGNATION: MED  
DATE: 11/02/2022

**WITNESS**

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

**FOR SUPPLIER:**

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

**WITNESS**

SIGNATURE: [Signature]  
NAME: STANLEY E. MARANGA  
DESIGNATION: MED  
DATE: 11/02/2022





# SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283

Fax No: 028 - 2763283

Email: [nshinyangarrh@afya.go.tz](mailto:nshinyangarrh@afya.go.tz)



Regional Referral Hospital

P.O.BOX 17,

Shinyanga .

10.02.2022.

## LETTER OF ACCEPTANCE:

TO: M/S MIRII INVESTMENT & GENERAL SUPPLIES,

P.O.BOX 178,

SHINYANGA.

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

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 20,000,000 (Twenty million 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 ICU - 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 **20,215,970** (twenty million two hundred fifteen thousand nine hundred and seventy 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 **20,215,970** (twenty million two hundred fifteen thousand nine hundred and seventy 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 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 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.



shall remain in force for a period of **Seven (7) Day's** from date of termination and shall be liable to be terminated on either party giving the other party 7 days' notice in writing. But in the event of any breach of any condition herein by the Employer or in the event of any misconduct on his part or on the part of the supplier, it shall be lawful for the seller to terminate this Agreement forthwith giving any notice, and in such a case the buyer shall not be entitled to compensation whatsoever.

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: Dr. Lulu A. Jison

DESIGNATION: MVP

DATE: 11/02/2022

#### WITNESS

SIGNATURE: 

NAME: KALISTA B. MUSIKI

DESIGNATION: Ag. H.S.

DATE: 11/02/2022

#### FOR SUPPLIER:


SIGNATURE: 

NAME: WAHIDA S. MWAIKAMBO

DESIGNATION: M.A.

DATE: 08/03/2022

#### WITNESS

SIGNATURE: 

NAME: MARIAMU A. MAMBO

DESIGNATION: MBA E.G.G.R

DATE: 08/03/2022

WAHIDA S. MWAIKAMBO  
P.O. BOX 465 SHINYANGA  
TIN: 124-290-691



## SHINYANGA REGIONAL REFERRAL HOSPITAL

Phone: "AFYA" Shinyanga  
Fax No: 028 - 2763283  
Tel No: 028 - 2763283  
Email: [shinyangarrh@afya.go.tz](mailto:shinyangarrh@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 ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of Roofing structure for the contract price of Tshs 20,215,970 (twenty million two hundred fifteen thousand nine hundred and seventy 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 ICU- 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 35,584,400 (Thirty-five million five hundred eight four thousand and four 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 35,584,400 (Thirty-five million five hundred eight four thousand and four 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 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.

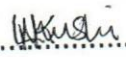
20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before making fully delivering.

**SIGNED, SEALED AND DELIVERED BY:**

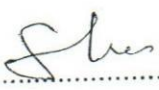
**FOR PROCURING ENTITY:**

SIGNATURE:   
NAME: Dr. Lulu John  
DESIGNATION: MoP  
DATE: 11/2/2022

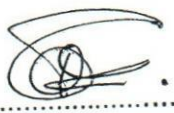
**WITNESS**

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

**FOR SUPPLIER:**

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

**WITNESS**

SIGNATURE:   
NAME: JADAM SAID  
DESIGNATION: MANAGER  
DATE: 11/2/22

FAHMI SAID ABDALLAH  
BOX 759  
SHINYANGA



## SHINYANGA REGIONAL REFERRAL HOSPITAL

Telegrams "AFYA" Shinyanga  
Phone No: 028 -2763283  
Fax No: 028 - 2763283  
Email: [nshinyangarrh@afya.go.tz](mailto: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 ICU:

This is to notify you that your quotation dated January, 2022 for the supplying of sand cement blocks for the contract price of Tshs 35,584,400 (Thirty-five million five hundred eight four thousand and four 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/14

FOR

SUPPLY OF TILES FOR ICU- 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



## 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 22,392,300** (Twenty-two million three hundred ninety-two 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) 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 22,392,300** (Twenty-two million three hundred ninety-two 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 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 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. LULUJA JOHN  
DESIGNATION: MOP  
DATE: 11/02/2022

**WITNESS**

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

**FOR SUPPLIER:**

SIGNATURE: [Signature]  
NAME: MIRITA JOSEPH  
DESIGNATION: SALES OFFICER  
DATE: 21/03/2022

**WITNESS**

SIGNATURE: [Signature]  
NAME: JOYCE ILIMO  
DESIGNATION: BRANCH MANAGER  
DATE: 21/03/2022



## ANALYSIS REPORT FOR COMPETITIVE PRICES FOR BUILDING MATERIALS FOR SHINYANGA REGIONAL REFERRAL HOSPITAL UNDER MINISTRY OF HEALTH.

### 1.0 INTRODUCTION:

The Shinyanga Regional referral hospital requested for competitive Prices from the following Short-listed tenderers from the list of GPSA for supply of tiles for ICU Block.

### 2.0 ISSUE OF PRICE QUOTATION DOCUMENTS

Price Quotation documents were issued on 6<sup>th</sup> January 2022 to three short listed suppliers from GPSA;

- iii. M/s Dar ceramica Centre (2001) Ltd, P.O Box 7240, Mwanza.

### 3.0 PRICE QUOTATION DOCUMENTS SUBMISSION AND OPENING:

The Price Quotation documents were submitted to the Secretary, Shinyanga Regional Referral Hospital Tender board on 11<sup>th</sup> January, 2022 and opened at 10:30hrs; three Companies submitted before deadline of submission. Mr. Abraham Kimambo (Supplies Officer) opened the sealed envelopes as follows:

| No. | Names of Suppliers                 |
|-----|------------------------------------|
| i.  | M/s Dar ceramica Centre (2001) Ltd |

Table 1: PRICE LIST FOR BUILDING MATERIALS

| No | Description     | Unit of issue | Qty | M/s Dar ceramica Centre (2001) Ltd. |
|----|-----------------|---------------|-----|-------------------------------------|
|    | Supply of tiles | Ls            | Ls  | 22,392,300                          |
|    | <b>TOTAL</b>    | Ls            | Ls  | 22,392,300                          |

### 3.0 RECOMMENDATION

In view of the above analysis and based on highest range in lower price quoted, the analysis team recommends M/s Dar ceramica Centre (2001) Ltd. P.O Box 7240, to Supply of tiles for Shinyanga Regional Referral Hospital to its Quoted price in Tanzanian Shillings **Twenty two million three hundred ninety two thousand and three hundred Only (TZS 22,392,300) VAT Inclusive** to be delivered within contractual period.



# 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  
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 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.

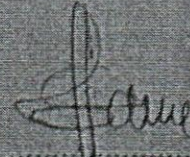
20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

### SIGNED, SEALED AND DELIVERED BY:

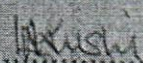
#### FOR PROCURING ENTITY:

SIGNATURE:   
NAME: De Lucia John  
DESIGNATION: MO  
DATE: 11/02/2022

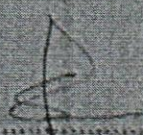
#### FOR SUPPLIER:

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

#### WITNESS

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

#### WITNESS

SIGNATURE:   
NAME: NSAJIGWA 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 Tshs**19,500** (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 Tshs**19,500** (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 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) 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. Luliza Djon  
DESIGNATION: MoC  
DATE: 11/02/2022

**WITNESS**

SIGNATURE: [Signature]  
NAME: KANISA 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 GOAR  
DESIGNATION: WITNESS  
DATE: \_\_\_\_\_



## SHINYANGA REGIONAL REFERRAL HOSPITAL

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