

# SHINYANGA REGIONAL REFERRAL HOSPITAL



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

FOR

SUPPLY OF BAGS OF CEMENT FOR EMD <sup>§ ICU</sup> - SHINYANGA  
REGIONAL REFERRAL HOSPITAL-

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

**SUPPLIER**  
NGALYA STORE  
P. O. BOX 338  
SHINYANGA

FEBRUARY, 2022

## Form of Contract Agreement

THIS AGREEMENT made the 11.day of February 2022 between **Shinyanga Regional Referral Hospital P. O. BOX 17 SHINYANGA** (hereinafter called "the Employer") of the one part and **NGALYA STORE, P. O. BOX 338, Shinyanga** (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy Bags of cement 42.5@ 50kg hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., **Supply of Bags of cement 42.5@ 50kg for Shinyanga Regional Referral Hospital at Mwawaza Area**, and has accepted a Quotation by the Supplier for the supply of those goods and services in the Contract Price of Tshs19,500 (Nineteen thousand and five hundred only) per bag -VAT Inclusive (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    - (a) Form of Agreement
    - (b) Letter of Acceptance
    - (c) The Quotation Form
  - 3 In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
  - 4 The Employer hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price of Tshs19,500 (Nineteen thousand and five hundred only) per bag -VAT Inclusive or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
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5. Except as otherwise be provided in the contract, the Employer shall deduct liquidated damages if the contractor delays the completion of the works or any part thereof at a rate of 0.1% of contract price per day of the Contract Value. Maximum number of liquidated damages is 10% of the Contract Value

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

7. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby Covenants with the Employer to execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.

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

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

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

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

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

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

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

15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to be terminated on either party giving the other party **Seven (7) Days'** notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not 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. LILIAN JUMWA  
DESIGNATION: MOF  
DATE: 11/02/2022

**WITNESS**

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

**FOR SUPPLIER:**

SIGNATURE: [Signature]  
NAME: JOBU MAMUNDA NSAKA  
DESIGNATION: M.A  
DATE: .....

**WITNESS**

SIGNATURE: [Signature]  
NAME: MUSAFIRI JOAB  
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.

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

Dr.Luzila J.Boshi

Medical Officer Incharge

Shinyanga Regional Referral Hospital