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

#### **FOR**

SUPPLY OF ROOFING STRUCTURE AND ACCESSORIES FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER WAHIDA MWAIKAMBO P. O. BOX 465 SHINYANGA.

Supplier is the dealer for roofing structure and accessories and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of roofing structure and accessories is based at Shinyanga.

AND WHEREAS the Employer is interested to buy roofing structure and accessories hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of roofing structure and accessories for Shinyanga Regional Referal 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 2,272,500 (Two million two hundred seventy two thousand and five hundred only)-VAT Inclusive (hereinafter called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Form of Agreement
  - b) Letter of Acceptance
  - c)The Quotation Form
  - 3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4The 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 2,272,500 (Two million two hundred seventy-two thousand and five hundred only)-VAT Inclusive or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

- 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 structure and accessories at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of Seven (7) Day's from date of execution and shall be liable to the be terminated on either party giving the other party

Seven (7) 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LUZILA JOHN	NAME: / Wwangungul
DESIGNATION: MUI	DESIGNATION: /+//
DATE: 11 D 15 202	DATE: 11/01/2002
MEDICAL OFFICE SHINYANGA REGISTION FIOSPI	TAL
FOR SUPPLIER:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: WAHIDA S. MWAIKAMBO.	NAME: MATUMAINI A. MANGO.
DESIGNATION: MANANGER	DESIGNATION: M-D
DATE: 11 05 2022	DATE: 11/05/2022
	an and a hotter

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

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

#### **LETTER OF ACCEPTANCE:**

TO: M/S WAHIDA MWAIKAMBO,

P.O.BOX 465

SHINYANGA.

RE: SUPPLY OF ROOFING STRUCTURE AND ACCESSORIES FOR STAFF HOUSE HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Roofing structure and accessories for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 2,272,500(Two million two hundred seventy-two thousand and five hundred only) 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



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

#### FOR

SUPPLY OF FORMWORKS AND NAILS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER WAHIDA MWAIKAMBO P. O. BOX 465 SHINYANGA.

THIS AGREEMENT made the.....day of May 2022 between Shinyanga Regional Referal 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 works and nails and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and **supply of** form works and nails is based at **Shinyanga**.

AND WHEREAS the Employer is interested to buy form works and nails hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of form works and nails for Shinyanga Regional Referal 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 5,636,000 (five million six hundred thirty six 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

4The 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 5,636,000 (five million six hundred thirty-six 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 works and nails at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the be terminated on either party giving the other party **Seven (7) Day's** notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of

his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not entitled to compensation whatsoever.

- 16. That in the case of any dispute or difference which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement or the subject matter thereof, such dispute or difference shall be referred to the arbitration of any person nominated by parties and the decision of such arbitrator shall be final and binding on the parties hereto.
- 17. Neither party hereto shall be held liable for non performance of any it's obligations under this Agreement if such non performance results from the circumstances beyond its control such as natural calamity, operation of law or other Force Majeure situation provided that such party will notify the other in writing of the advent of such Force Majeure situation within three (3) calendar days of receipt of such notice.
- 18. Except as otherwise provided herein, any notice to be served hereunder may be served by either party by delivering the same at the registered office of the other party and having a copy of the same or a dispatch book signed for receipt.
- 19. This agreement shall be governed by and in accordance with the laws of United Republic of Tanzania.
- 20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

### SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:	WITNESS	
SIGNATURE:	SIGNATURE:	
NAME: Dr. Luzina John	NAME: L'Mangunguli	
DESIGNATION: MU1	DESIGNATION:	
DATE: 1105 LOW DESIDER	ADATE ERRAL 11 /01/2022	
MEDICAL OFFICION SHINYANGA REGION		
FOR SUPPLIER:	WITNESS	
SIGNATURE:	SIGNATURE:	
NAME: WATHIDA S. MWAIKAMBO	NAME: MATUMAINI A. MANGO	
DESIGNATION: MANANGER	DESIGNATION: M.D	
DATE: 11/05/2022	DATE: 11(05) 2022	
P.O.BOX 465 SHINYANGA TIN: 124-230-691		

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

#### LETTER OF ACCEPTANCE:

TO: M/S WAHIDA MWAIKAMBO,

P.O.BOX 465

SHINYANGA.

## RE: SUPPLY OF FORMWORK AND NAILS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of form work and nails for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs **5,636,000** (five million six hundred thirty-six thousand only) 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



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

#### **FOR**

SUPPLY OF MINERALS/EARTH CONSTRUCTION MATERIALS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
MALLYI RD GENERAL SUPPLIES
P. O. BOX 2051
SHINYANGA.

THIS AGREEMENT made the......day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and Malyi RD General Supplies P. O. BOX 2317, Shinyanga (hereinafter called "the Supplier") of the other part:

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

WHEREAS the Supplier deals with sale and supply of mineral/earth construction materials is based at Shinyanga.

AND WHEREAS the Employer is interested to buy mineral/earth construction materials hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of mineral/earth construction materials for Shinyanga Regional Referal 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 5,410,000 (five million four 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

4The 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 5,410,000 (five million four 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.

- 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 mineral/earth construction materials at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of Seven (7) Day's from date of execution and shall be liable to the be terminated on either party giving the other party

**Seven (7) Day's** notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not entitled to compensation whatsoever.

- 16. That in the case of any dispute or difference which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement or the subject matter thereof, such dispute or difference shall be referred to the arbitration of any person nominated by parties and the decision of such arbitrator shall be final and binding on the parties hereto.
- 17. Neither party hereto shall be held liable for non performance of any it's obligations under this Agreement if such non performance results from the circumstances beyond its control such as natural calamity, operation of law or other Force Majeure situation provided that such party will notify the other in writing of the advent of such Force Majeure situation within three (3) calendar days of receipt of such notice.
- 18. Except as otherwise provided herein, any notice to be served hereunder may be served by either party by delivering the same at the registered office of the other party and having a copy of the same or a dispatch book signed for receipt.
- 19. This agreement shall be governed by and in accordance with the laws of United Republic of Tanzania.
- 20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

#### SIGNED, SEALED AND DELIVERED BY:

P.O. BOX 1098 SHINYANGA

FOR PROCURING ENTITY:	WITNESS
SIGNATURE:	SIGNATURE: harry
NAME: DR LYZILA TOUR	NAME: // Wangunguli
DESIGNATION: MOT	DESIGNATION:
DATE: 1105 2022	DATE: 11/05/2022
SHINYANGIOSPIT	*.
FOR SUPPLIER:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: RICHMAND D. MARLY	NAME: TIM Jones
DESIGNATION: M/DIMECTOR	DESIGNATION: MANOGER
DATE: 1//05/2022	DATE: 1/105)2022
MALLYI.R.D.GENERAL GUY PLY	

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

#### LETTER OF ACCEPTANCE:

TO: M/S MALLYI RD GENERAL SUPPLIES,

P.O.BOX 2317

SHINYANGA.

RE: SUPPLY OF MINERAL/EARTH CONSTRUCTION MATERIALS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Mineral/earth construction materials for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 5,410,000(five million four hundred and ten thousand only) 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



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

#### **FOR**

SUPPLY OF ELECTRICAL MATERIALS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
GIMBUY ELECTRICAL WORKS
P. O. BOX 228
SHINYANGA.

THIS AGREEMENT made the.......day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and Gimbuy electrical works and general supplies P. O. BOX 228 Shinyanga (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy electrical materials hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of electrical materials for Shinyanga Regional Referal 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 3,687,700 (three million six hundred eighty seven thousand and seven 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

4The 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 3,687,700 (three million six hundred eighty-seven thousand and seven 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 electrical materials at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of Seven (7) Day's from date of execution and shall be liable to 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LYZILA FORN	NAME: // /wanquiquels
DESIGNATION: MOT	DESIGNATION:
DATE: 1105 WA	DATE: 11 /05 /2022
DATE: MEDICAL OF SHINYANGA REGISTATION HOSPIT	AL
FOR SUPPLIER:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: SIMO & PETER TIMB WOOKS	NAME: FERIBLER SOSTEPH
DESIGNATION: ALL ELECTROPPLIES	DESIGNATION: MC
DATE: JAS STATE BOX 0-059	DATE: 11 - 05 - 2072
TIN' KO SA	

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

## **LETTER OF ACCEPTANCE:**

TO: M/S GIMBUY ELECTRICAL WORKS AND GENERAL SUPPLIES,

P.O.BOX 228

SHINYANGA.

RE: SUPPLY ELECTRICAL MATERIALS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of electrical supplies for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 3,687,700 (three million six hundred eight seven thousand and seven hundred only) 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



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

#### **FOR**

# SUPPLY OF HARDWOOD DOOR FRAMES FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER WAHIDA MWAIKAMBO P. O. BOX 465 SHINYANGA.

THIS AGREEMENT made the......day of May 2022 between Shinyanga Regional Referal 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 Referal 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 5,470,000 (five million four hundred and seventy thousand only)-VAT Inclusive (hereinafter called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Form of Agreement
  - b) Letter of Acceptance
  - c)The Quotation Form
  - 3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4The 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 5,470,000 (five million four hundred and seventy thousand only)-VAT Inclusive or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

- 6. The Works shall commence on **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June**, **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 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 inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the be terminated on either party giving the other party **Seven (7) Day's** notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of

his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not entitled to compensation whatsoever.

- 16. That in the case of any dispute or difference which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement or the subject matter thereof, such dispute or difference shall be referred to the arbitration of any person nominated by parties and the decision of such arbitrator shall be final and binding on the parties hereto.
- 17. Neither party hereto shall be held liable for non performance of any it's obligations under this Agreement if such non performance results from the circumstances beyond its control such as natural calamity, operation of law or other Force Majeure situation provided that such party will notify the other in writing of the advent of such Force Majeure situation within three (3) calendar days of receipt of such notice.
- 18. Except as otherwise provided herein, any notice to be served hereunder may be served by either party by delivering the same at the registered office of the other party and having a copy of the same or a dispatch book signed for receipt.
- 19. This agreement shall be governed by and in accordance with the laws of United Republic of Tanzania.
- 20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

### SIGNED, SEALED AND DELIVERED BY:

FOR PROCURING ENTITY:	WITNESS
NAME: DR LUZILO TOTAL  DESIGNATION: MOT  DATE: 11 OT PART REGIONSHINYANDA REGI	NAME: Mangungul  NAME: Mangungul  NAME: His Mangungul  NAL DATE: His Mangungul  NAL DATE: His Mangungul
FOR SUPPLIER: SIGNATURE:  NAME: WAHIDA S. MWAIKAMBO DESIGNATION: MANANGER DATE:  11/05/2022	WITNESS  SIGNATURE: Hatter  NAME: MATUMAINI A: MANGO  DESIGNATION: M.D  DATE: 1105/2022
	WAIKAMBO SHINYANGA 30-691

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

#### **LETTER OF ACCEPTANCE:**

TO: M/S WAHIDA MWAIKAMBO,

P.O.BOX 465,

SHINYANGA.

## RE: SUPPLY OF HARDWOOD DOORS FRAMES FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Hardwood doors frames for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs **5,470,000** (five million four hundred and seventy thousand only) 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



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

#### **FOR**

SUPPLY OF IRONMONGERIES FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER NGALYA STORES P. O. BOX 228 SHINYANGA.

THIS AGREEMENT made the.......day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and ngalya stores P. O. BOX 338 Shinyanga (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy ironmongeries hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of ironmongeries for Shinyanga Regional Referal 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 1,696,000 (one million six hundred ninety-six 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
  - h) 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

4The 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 1,696,000 (one million six hundred ninety-six 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. Lylica Toot	NAME: L' Mungingule
DESIGNATION: , M SI	DESIGNATION:
DATE: 11 05 Por	DESIGNATION: 17/1 NCHARESERRAL // 0/12022.
MEDICAL REGION	
FOR SUPPLIER:	WITNESS
SIGNATURE: Malima.	SIGNATURE: Llusuph
NAME: MCAFIRI MEALYA.	NAME: LEONARD YUSUPH rubeho
DESIGNATION: MANAGER.	DESIGNATION: FUNDI
DATE: 1105/2022	DATE: 11/05/7022
NGALYA	STORE
SHINYANGA	

Telegrams "AFYA" Shinyanga

Phone No: 028 –2763283 Fax No: 028 – 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

## **LETTER OF ACCEPTANCE:**

TO: M/S NGALYA STORES,

P.O.BOX 338

SHINYANGA.

# RE: SUPPLY IRONMONGERIES FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of ironmongeries for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 1,696,000 (One million six hundred ninety-six thousand only) 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



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

#### FOR

### SUPPLY OF BAGS OF CEMENT FOR STAFF HOUSE -SHINYANGA REGIONAL REFERRAL HOSPITAL-

EMPLOYER: MEDICAL OFFICER INCHARGE, SHINYANGA REGIONAL REFERAL HOSPITAL, P. O. BOX 2051 P. O. BOX 17 **SHINYANGA** 

SUPPLIER NGALYA STORES SHINYANGA.

THIS AGREEMENT made the.....day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and Ngalya stores P. O. BOX 2051, Shinyanga (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for bags of cements 42.5R and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of bags of cements 42.5R is based at Shinyanga.

AND WHEREAS the Employer is interested to buy bags of cements 42.5R hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of bags of cements 42.5R for Shinyanga Regional Referal 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 6,140,000 (Six hundred one hundred and forty 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
  - g) 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

4The 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 6,140,000 (Six hundred one hundred and forty 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 cements 42.5R 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LULLA TONO	NAME: Loub / Mounge
DESIGNATION: MOT	DESIGNATION: 14/1/
DATE: 11 US 2022 MEDICAL OFFICE	DESIGNATION: ODATE: FEFERRAL
SHINYANGA REGI	TAL
FOR SUPPLIER:	WITNESS
SIGNATURE: Maline	SIGNATURE: Though
NAME: MSAFIRI RUGALYA	NAME: LEONARD M. MBEHO
DESIGNATION: MANAGER.	DESIGNATION: FUNBI
DATE: 11/05/2022	DATE: 11/05/2022
NGALYA S	STORE
P.O. ROX 338	

SHINYANGA

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### LETTER OF ACCEPTANCE:

TO: M/S NGALYA STORES,

P.O.BOX 338

SHINYANGA.

## RE: SUPPLY BAGS OF CEMENTS OF FOR STAFF HOUSE HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Bags of cements for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 6,140,000(six million one hundred and forty thousand only) 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



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

#### **FOR**

SUPPLY AND FIX ALLUMINUM WINDOWS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER LEONARD MBEHO P. O. BOX 28 SHINYANGA.

## Form of Contract Agreement

THIS AGREEMENT made the......day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and leonard Mbeho, P. O. BOX 28, Shinyanga (hereinafter called "the Supplier") of the other part:

Supplier is the dealer for supply and fix of aluminium windows and he is willing and capable of supplying the same to the Employer.

WHEREAS the Supplier deals with sale and supply of supply and fix of aluminium windows is based at Shinyanga.

AND WHEREAS the Employer is interested to buy supply and fix of aluminium windows hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of supply and fix of aluminium windows for Shinyanga Regional Referal Hospital at Mwawaza Area, and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of Tshs6,300,000 (six million three hundred thousand only)-VAT Inclusive (hereinafter called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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

4The 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 Tshs6,300,000 (six million three 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 supply and fix of aluminium windows at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the be terminated on either party giving the other party **Seven (7) 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 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.

SHINYANGA N 126 - 238 - 320

:
WITNESS
SIGNATURE:
NAME: Loals Muangingule
DESIGNATION: HIT
NCHARGE RAL 11 /as /2022
WITNESS
SIGNATURE: Maline.
NAME: MEAFIRI MEALYA
DESIGNATION: VUTUESS,
DATE: 11/05/2022.

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### LETTER OF ACCEPTANCE:

TO: M/S LEONARD YUSUH,

P.O.BOX 28,

SHINYANGA.

## RE: SUPPLY AND FIX OF ALLUMINIUM WINDOWS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply and fix of alluminium windows for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 6,300,000(six million three hundred thousand only) 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 Hospita



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

#### **FOR**

SUPPLY OF METAL GRILLS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER LEONARD MBEHO P. O. BOX 28 SHINYANGA.

## Form of Contract Agreement

THIS AGREEMENT made the.....day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and leonard Mbeho, P. O. BOX 28, Shinyanga (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy supply of metal grills hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of supply of metal grills for Shinyanga Regional Referal Hospital at Mwawaza Area, and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of Tshs3,660,000 (three million six hundred and sixty 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
  - d) 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

4The 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 Tshs3,660,000 (three million six hundred and sixty 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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June**, **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 supply of metal grills at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the be terminated on either party giving the other party **Seven (7) 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:

P.O. POX 28 SHINYANGA TIN 126 - 238 - 320

FOR PROCURING ENTITY:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LUZUA JOHN	NAME: Leale Musangengul
DESIGNATION: MOT	DESIGNATION:
DATE: 11 OS 2022 MEDICAL OFFICER IN MEDICAL OFFICER	DATE: 11/0s/2027
FOR SUPPLIER:	WITNESS
SIGNATURE: Llusuph	SIGNATURE: Meline.
NAME: LEONARD YUSUPHU MBEHO	NAME: MARIRI MERLUA
DESIGNATION: FUNDI	DESIGNATION: MITTURESS.
DATE: 11/05/2022	DATE: 11/05/2022 -
LEONARD YUSUDHU MPCUD	

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### **LETTER OF ACCEPTANCE:**

TO: M/S LEONARD YUSUH,

P.O.BOX 28,

SHINYANGA.

## RE: SUPPLY OF METAL GRILLS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of metal grills for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 3,660,000(three million six hundred and sixty thousand only) 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



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

#### **FOR**

SUPPLY OF REINFORCEMENT BARS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER MIRII INVESTMENT P. O. BOX 178 SHINYANGA.

## **Form of Contract Agreement**

THIS AGREEMENT made the.......day of May 2022 between Shinyanga Regional Referal 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 supply of reinforcement bars and he is willing and capable of supplying the same to the Employer.

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

AND WHEREAS the Employer is interested to buy supply of reinforcement bars hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of supply of reinforcement bars for Shinyanga Regional Referal Hospital at Mwawaza Area, and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of Tshs1,458,000 (One million four hundred fifty eight thousand only)-VAT Inclusive (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Form of Agreement
  - b) Letter of Acceptance
  - e) 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

4The 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 Tshs1,458,000 (One million four hundred fifty-eight thousand only)-VAT Inclusive or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

- 6. The Works shall commence on **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 supply 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 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LYLILA TOOM	NAME: Morang ongul
DESIGNATION:	DESIGNATION: HILL
DATE: 11 05 202	DATE HARGE AL 11/05/2027
FOR SUPPLIER: 1 6 MEDICAL OFFICE SHINYANGA REGISTIONS PI	TAL
FOR SUPPLIER: SHINYAN HOSE	WITNESS
SIGNATURE:	SIGNATURE:
NAME: Laymond. S.S	NAME: RICTIONS D. MARLY
DESIGNATION: DIRECTOR	DESIGNATION: M/DIRECTOR
DATE: 11/05/2027	DATE: 4/05/2022
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Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### LETTER OF ACCEPTANCE:

TO: M/S MIRII INVESTMENT,

P.O.BOX 178,

SHINYANGA.

## RE: SUPPLY OF REINFORCEMENT BARS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of reinforcement bars for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 1,458,000(One million four hundred fifty-eight thousand only) 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



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

#### **FOR**

SUPPLY OF CONCRETE BLOCKS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER
FAHMI SAID ABDALLAH
P. O. BOX 2051
SHINYANGA.

## Form of Contract Agreement

THIS AGREEMENT made the......day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and Fahmi Said Abdallah P. O. BOX 2317, Shinyanga (hereinafter called "the Supplier") of the other part:

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

WHEREAS the Supplier deals with sale and supply of concrete blocks is based at Shinyanga.

AND WHEREAS the Employer is interested to buy concrete blocks hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of concrete blocks for Shinyanga Regional Referal 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 4,129,500 (four million one hundred twenty nine thousand and five hundred only)-VAT Inclusive (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Form of Agreement
  - b) Letter of Acceptance
  - c)The Quotation Form
  - 3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4The 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 4,129,500 (four million one hundred twenty-nine thousand and five hundred only)-VAT Inclusive or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June, 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 concrete blocks 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 PROGUETING THE		
FOR PROCURING ENTITY:	WITNESS	
SIGNATURE:	SIGNATURE: Kong	
NAME: Dr. Luzica Toon	NAME: // hangungul	
DESIGNATION: MOI	DESIGNATION:///	
DATE: 11/05/2022	RDATEARGE 11/01/2022	
SHINYANGA REGIO	NAL REFERNAL	
FOR SUPPLIER:	WITNESS	
SIGNATURE: ALMI SAID HEPALLA	SIGNATURE:	
NAME: Fourle	P .	
h A 1	NAME: FAHAD SAID ABDALLAH	
DESIGNATION:	DESIGNATION: MAHALER	
DATE: 11 05 2022	DATE: 11(05) 2022	
FAHMI SAID ABDALI AL		
SHINYANGA		

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### LETTER OF ACCEPTANCE:

TO: M/S FAHMI S. ABDALLAH,

P.O.BOX 759

SHINYANGA.

## RE: SUPPLY CONCRETE BLOCKS OF FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Concrete blocks for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs **4,129,500** (four million one hundred twenty-nine thousand and five hundred only) 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



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

#### **FOR**

SUPPLY OF FINISHING MATERIALS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

EMPLOYER:

MEDICAL OFFICER INCHARGE,

SHINYANGA REGIONAL REFERAL HOSPITAL,
P. O. BOX 17

SHINYANGA

SHINYANGA

SUPPLIER

ELIKANA GEI

P. O. BOX 465

SHINYANGA.

SUPPLIER ELIKANA GENERAL SUPPLIES P. O. BOX 465 SHINYANGA.

## Form of Contract Agreement

THIS AGREEMENT made the.....day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and Elikana General Supplies P. O. BOX 2051, 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 Referal 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 4,612,000 (Four million six hundred and twelve 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
  - 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

4The 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 4,612,000 (Four million six hundred and twelve 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.

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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June**, **2022** (Hereinafter referred to as the date of completion) or such other date as may extended under the provisions of contract.
- 7. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby Covenants with the Employer to execute and complete the works within Seven days (07) from the date of signing Contract and any remedy defects therein in conformity in all respect with the provisions of the contract.
- 8. The supplier shall be responsible for all costs and expenses incurred due to justified rejection of his goods on the ground that they do not comply with Specifications, order, quality and quantities of the quotation the stipulation of the contract
- 9. The Employer shall deduct 2% withholding tax of the contract value
- 10. Supplier shall arrange for his own transport for the delivery of such quantities of finishing materials at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) day's notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to the be terminated on either party giving the other party **Seven (7) Day's** notice in writing. But in the event of any breach of any condition herein contained by the Employer or in the event of any misconduct on his part or on the part of

his Supplier, it shall be lawful for the seller to terminate this Agreement forthwith without giving any notice, and in such a case the buyer shall not entitled to compensation whatsoever.

- 16. That in the case of any dispute or difference which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement or the subject matter thereof, such dispute or difference shall be referred to the arbitration of any person nominated by parties and the decision of such arbitrator shall be final and binding on the parties hereto.
- 17. Neither party hereto shall be held liable for non performance of any it's obligations under this Agreement if such non performance results from the circumstances beyond its control such as natural calamity, operation of law or other Force Majeure situation provided that such party will notify the other in writing of the advent of such Force Majeure situation within three (3) calendar days of receipt of such notice.
- 18. Except as otherwise provided herein, any notice to be served hereunder may be served by either party by delivering the same at the registered office of the other party and having a copy of the same or a dispatch book signed for receipt.
- 19. This agreement shall be governed by and in accordance with the laws of United Republic of Tanzania.
- 20. The supplier shall be responsible to submit the sample of materials to be supplied to clerk of works for approval before make fully delivering.

### SIGNED, SEALED AND DELIVERED BY: FOR PROCURING ENTITY: WITNESS SIGNATURE: ... SIGNATURE: DESIGNATION: DESIGNATION: MEDICAL OFFICER INC A REGIONAL POATERAL HOSPITAL FOR SUPPLIER: WITNESS SIGNATURE: **SIGNATURE** NAME: JAME DESIGNATION: . DESIGNATION:. DATE:.... JAMES S. ELIKANA P.O. BOX 2051 - SHY

TIN: 101-487-938

Telegrams "AFYA" Shinyanga

Phone No: 028 –2763283 Fax No: 028 – 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

### LETTER OF ACCEPTANCE:

TO: M/S ELIKANA GENERAL SUPPLIES,

P.O.BOX 2051

SHINYANGA.

# RE: SUPPLY OF FINISHING MATERIALS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of Finishing materials for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs **4,612,000**(four million six hundred and twelve thousand only) 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



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

#### **FOR**

SUPPLY OF VARIOUS BUILDING MATERIALS FOR STAFF HOUSE - SHINYANGA REGIONAL REFERRAL HOSPITAL-

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

SUPPLIER NGALYA STORES P. O. BOX 228 SHINYANGA.

### Form of Contract Agreement

THIS AGREEMENT made the.....day of May 2022 between Shinyanga Regional Referal Hospital P. O. BOX 17 SHINYANGA (hereinafter called "the Employer") of the one part and ngalya stores P. O. BOX 338 Shinyanga (hereinafter called "the Supplier") of the other part:

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

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

AND WHEREAS the Employer is interested to buy various building materials hereinafter referred to as "goods" on invoice from the Supplier for his Construction business viz., Supply of various building materials for Shinyanga Regional Referal 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 699,000 (six hundred ninety-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

4The 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 699,000 (six hundred ninety-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.

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 **May 2022** the date of signing this agreement fully by both parties and shall be completed on or before **June**, **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 building materials at the Employer's Site or such other place within as the Employer may direct.
- 11. That in the event there is any return of consignment of the goods to the Supplier by the Client for the reason that the goods or materials do not meet the agreed standards and quality of the said materials then the supplier shall bear the costs of returning them.
- 12. That the Supplier hereby undertakes and agrees to perform his obligations under the contract herein entered in accordance to the terms and conditions herein agreed and that the all the supplies of the said goods or materials and shall be consistence and in conformity to the orders made by the client.
- 13. That the Client shall be entitled to reject part or a whole of the consignment if it is found to be not inconformity with the quotation specifications or quality.
- 14. That is hereby agreed under this agreement that the client may terminate the contract herein entered by giving a seven (7) days' notice, if it is discovered that the Supplier is dishonest and has been acting dishonestly.
- 15. This Agreement shall remain in force for a period of **Seven (7) Day's** from date of execution and shall be liable to 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:	WITNESS
SIGNATURE:	SIGNATURE:
NAME: DR. LUZILA JOHN	NAME: Whongungules
DESIGNATION:	DESIGNATION:
DATE: 11 OS 202 MEDICAL OFFICER	PESIGNATION: 1/1/2022
SHINYANGA REGION HOSPITA	AL
FOR SUPPLIER:	WITNESS
SIGNATURE: Maline:	SIGNATURE: LIUSUPM
NAME: MSAFIRI MEGALYA.	NAME: LEONARD YUSUPH MBFH
DESIGNATION: MACHAGER -	DESIGNATION: FUND
DATE: 11/05/2022 .	DATE: 11/05/7071
	TARE

P.O. BOX 338 SHINYANGA

Telegrams "AFYA" Shinyanga

Phone No: 028 -2763283 Fax No: 028 - 2763283

Email: nshinyangarrh@afya.go.tz



Regional Referral Hospital P.O.BOX 17, Shinyanga. 11.05.2022

## **LETTER OF ACCEPTANCE:**

TO: M/S NGALYA STORES,

P.O.BOX 338

SHINYANGA.

RE: SUPPLY FINISHING MATERIALS FOR STAFF HOUSE AT SHINYANGA REGIONAL REFERRAL HOSPITAL:

This is to notify you that your quotation dated May, 2022 for the supply of finishing materials for staff house at Shinyanga Regional Referral Hospital for the contract price of Tshs 699,000 (six hundred ninety nine thousand only) 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