



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF FINANCE



GOVERNMENT PROCUREMENT SERVICES AGENCY
(GPSA)

CONTRACT NO. AE/005/HQ/C- 67/2023/2024

BETWEEN

GOVERNMENT PROCUREMENT SERVICES AGENCY (GPSA) P.O.BOX 9150,
DAR ES SALAAM

AND

RUP EXPORT LIMITED, P.O.BOX 75303, DAR ES SALAAM.

FOR THE SUPPLY OF STATIONERY FOR UNALLOCATED STORES FROM
MANUFACTURERS/DEALERS THROUGH FRAMEWORK AGREEMENTS FOR
THREE (3) YEARS

MARCH, 2024

FORM OF FRAMEWORK AGREEMENT

FORM OF FRAMEWORK AGREEMENT

Procurement Reference No: AE/005/2023/2024/HQ/UN/G/03-1

THIS AGREEMENT made the 13 day of MARCH 2024 between GOVERNMENT PROCUREMENT SERVICES AGENCY of P.O.BOX 9150, DAR ES SALAAM (hereinafter "the Purchaser"), of the one part, and RUP EXPORT LIMITED, P.O.BOX 75303, DAR ES SALAAM (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser issued min competition quotation for certain Supplies and Related Services, viz., For The Supply of Stationery for Unallocated Stores from Manufacturers/Dealers Through Framework Agreements for Three (3) Years and has accepted a Bid by the Supplier for the provision of those Supplies and Related Services in the sum of the Negotiated Unit Prices stated in the Negotiation Minutes. The price shall be reviewed Quarterly after the signing of the contract. (hereinafter "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 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 Framework Agreement;
 - (b) The Notification of Award;
 - (c) The Form of Tender and Schedule of Requirements;
 - (d) The Technical Specifications;
 - (e) The Negotiation Minutes;
 - (f) The General Conditions of Contract; and
 - (g) The Special Conditions of Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price 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. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the purchase orders (PO) under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
6. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency

situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.

7. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.
8. Any Supplies to be provided under this contract shall be ordered by the issue of electronically generated purchase orders (PO) which shall be issued by the Purchaser. In each issued LPO there will be some few terms which include PO (Contract) sum, delivery period and place.
9. PO may be issued at any time during a period of three years from the date of contract indicated above. Any purchase order issued, but not completed, during this period, shall be governed by the contract in the same way as if it had been completed during that period.
10. The estimated quantities were not defined in the tender document to result into contract sum and therefore electronically generated purchase orders (PO) shall be used to make or call for orders whenever the requirements arise.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract Clause No. 6 on the day, month and year indicated above.

**SIGNED FOR AND ON BEHALF
OF THE PURCHASER:**

Signature [Signature]
(Name) Dr. Gendane Mengest
(Capacity) Chief Executive Officer

In the presence of

Signature [Signature]
(Name) AVAN P. KAPITALA
(Capacity) HEAD OF DEAL

**SIGNED FOR AND ON BEHALF
OF THE SUPPLIER:**

Signature [Signature]
(Name) PARAS SHAH
(Capacity) DIRECTOR
(Address) P.O. Box 75303

In the presence of

Signature [Signature]
(Name) Ajit Kumar Das
(Capacity) Gen. Business Development
(Address) P.O. Box 7856

