

## MR. MSHINDI AT HIS NEW OFFICE

The scarcity of trustworthy procurement and supplies professionals made Mr. Mshindi to be appointed as the head of procurement management unit at Baridi District Council (BDC) soon after reporting at his new duty station. During the work handover, it was found out that the office had more pending issues to be attended than it was expected. One of the major issue of concern was the so called legal agreement which involved Ujuaji Company Limited (hereinafter referred to as “**supplier**”) and BDC (hereinafter referred to as “**buyer**”).

The supplier was responsible for delivering fittings and furniture to the buyer at the known agreed rate. It was well known that the supplier was capable to perform as she was doing very well in terms of business with other public procuring entities within the country. This was possible as she relied a lot to Uwezo Company who was situated outside the country and was the main dealer for providing her with needed supplies.

The legal agreement was not enforced effectively as the document stipulated since the council made several dubious payments to the supplier without making sure that the delivery was made. The issue that gave Mr. Mshindi goose bumps was the payment of one hundred (100) million shillings for office supplies that was made a month prior the delivery of required items for what was regarded as advance payment. Attached documents revealed that the payment was for fittings and furniture that were needed at the council for the new constructed offices and the delivery status remained mysterious.

Due to the acknowledged status of the supplier who was well known for the good business conducts with other public procuring entities, the council’s management at that time was confident that at some point she may perform in delivery terms. Time goes on the same was not observed and management ignored to make follow ups due to other important issues that occupied their hands. At the end of the day, offices were there with no furniture, the major effort instituted by the council’s management was to send their representatives to handle the problem.

These representatives were directed to make some follow-ups on the issue and finally reported that supplier was much occupied with other orders from Central and Northern countries within the continent that kept him busy to almost forget BDC’s order. More follow-ups revealed that supplier’s delivery promises were appeared to be untrue as “*I will deliver your supplies tomorrow*” was the most frequently ringtone heard to the management’s ears. This made them helpless and forsake their efforts on that matter.

The former head of Mr. Mshindi's position wanted to sue the supplier as he is aware that the supplier was no more reliable on meeting the delivery terms as stipulated on the contract.

When made some inquiries on what legal officer of the council did concerning the issue, it was revealed that the officer was very busy on attending appeal issues that were instituted against the council concerning on various grievances that other suppliers claimed against the council. Ways used to handle these grievances were not effective as sometimes immaterial complaints were handled in such a way that resulted into legal proceedings rather than settled amicably. These resulted into more escalation of intolerable costs and time consuming, on the other hand costs incurred by the council included payments made to special legal officers to assist the council in court affairs. This was what Mr. Mshindi found out when made some inquiries on what efforts that were put in place after supplier's poor performance especially on delivery terms.

Something seemed not to be right regarding the management of procurement and supplies affairs within the council particularly on the management of procurement contracts, therefore, deliberate efforts have to be done so as to rescue the situation. This was what was in the mind of Mr. Mshindi that made him to promise the council's management to handle the matter effectively and make sure that the agreement may result into beneficial relations for both parties.

He intentionally wanted to make sure that payments made have to be refunded or goods paid for have to be delivered and as the matter of fact the council should claim for damages. Another promise that was made to the management was preparation of a training workshop that will be attended by all council's members who are involved directly in management of procurement contracts. The training workshop will be accompanied with the final report focused on the management of procurement contracts within public procuring entities particularly at BDC.