

## FORM OF CONTRACT

This Contract is made the .....<sup>08<sup>th</sup></sup> day of .....<sup>Dec</sup>.....2021.

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at NBC Bank, Mazengo Branch, Kuu Road, P.O. Box 412, 40473 **DODOMA**, Tanzania (hereinafter called "**the Purchaser**") of the one part;

And

**M/s. Kahama Oil Mills Limited** having its physical address, P.O. Box 253, Kahama, Shinyanga, Tanzania (hereinafter called "**the Supplier**") of the other part.

Both the Purchaser and the Supplier shall collectively and jointly be known as "**Parties**".

### WHEREAS:

- (a) The Purchaser is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Supplier is a Company registered under the Laws of Tanzania which is responsible for manufacturing and selling of GRP, HDPE & PVC Pipes;
- (c) The Purchaser invited Tenders for Supply of Pipes for Construction of Water Supply Projects in five (5) Regions - Shinyanga, Mwanza, Geita, Simiyu, Kagera, Tender No. AE-102/2021-2022/HQ - C/G/04 under the terms and conditions set forth in this Contract; and
- (d) The Supplier having represented to the Purchaser that it has the required professional skills, expertise and technical resources, the Purchaser through the Letter of Notification of Award of Tender with Ref. No. HA.34/279/01A/238 dated December 01<sup>st</sup>, 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Four Billion Eighty-One Million Six Hundred Sixty-Three Thousand Nine Hundred Eighty-Three and Forty-Three Cents Only (4,081,663,983.43) VAT Exclusive** (hereinafter referred to as "**the Contract Price**").

**NOW THEREFORE** the Parties hereby agree as follows:

1. In this contract, 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 an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
  - (a) Form of Contract;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Letter of Acceptance;
  - (e) Schedule of Requirement and Technical Specifications;
  - (f) Supplier's Bid Submission Form and Price Schedule;
  - (g) Notification of Award of Tender;
  - (h) Anti-bribery Memorandum; and
  - (i) APPENDICES
    - (i.) Forms of Securities;
    - (ii.) Registered Power of Attorney;
    - (iii.) Minutes of Negotiation Meetings and
    - (iv.) Manufacturers Authorization Form.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide goods and 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 execution and completion of provision of goods and services, the sum of **Tanzanian Shillings Four Billion Eighty-One Million Six Hundred Sixty-Three Thousand Nine Hundred Eighty-Three and Forty-Three Cents Only (4,081,663,983.43) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein in the manner prescribed under Clause 18 of the SCC both for goods supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:
  - a) 60% Advance Payment;
  - b) 40% on Delivery and Acceptance of the final consignment and it shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
7. The contract shall be executed for the period of **Two (02) Months** which shall immediately commence after receiving Advance Payment and VAT Exemption.



IN WITNESS whereof, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

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

Signature:  .....

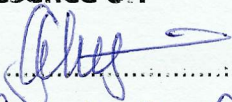
Name: CLEMENT KIVEGALO .....

Title: DIRECTOR GENERAL .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: GLORIA CHEGEPI .....

Title: LEGAL SERVICES MANAGER .....

Date: 08/12/2021 .....

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

Signature:  .....

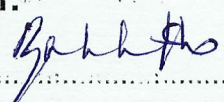
Name: BRYSON EDWARDS .....

Title: Manager .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

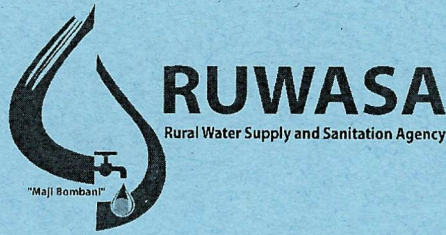
Name: Abdul Sidiqi .....

Title: PRODUCTION & SALES ENGINEER .....

Date: 08th Dec 2021 .....

Seal: .....





**CONTRACT No. AE-102/2021-2022/HQ - C/G/01**

**FOR**

**SUPPLY OF PIPES FOR CONSTRUCTION OF WATER SUPPLY PROJECTS IN  
EIGHT (8) REGIONS - MOROGORO, TANGA, PWANI, LINDI, MTWARA,  
RUVUMA, IRINGA AND NJOMBE.**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY(RUWASA)  
(The Purchaser)**

**AND**

**M/S. PLASCO LIMITED  
(The Supplier)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the 08<sup>th</sup> day of December 2021.

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at NBC Bank, Mazengo Branch, Kuu Road, P.O. Box 412, 40473 **DODOMA**, Tanzania (hereinafter called "**the purchaser**") of the one part;

And

**M/s. Plasco Limited** having its physical address at Plot No. 112, Mbozi Road, Chang'ombe, P.O. Box 19956, **DAR ES SALAAM**, Tanzania (hereinafter called "**the Supplier**") of the other part.

Both the purchaser and the Supplier shall collectively and jointly be known as "**Parties**".

### WHEREAS:

- (a) The purchaser is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Supplier is a Company registered under the Laws of Tanzania which is responsible for manufacturing and selling of GRP, HDPE & PVC Pipes;
- (c) The purchaser invited Tenders for Supply of Pipes for Construction of Water Supply Projects in Eight (8) Regions - Morogoro, Tanga, Pwani, Lindi, Mtwara, Ruvuma, Iringa and Njombe. Tender No. AE-102/2021-2022/HQ - C/G/01 under the terms and conditions set forth in this Contract; and
- (d) The Supplier having represented to the purchaser that it has the required professional skills, expertise and technical resources, the purchaser through the Letter of Notification of Award of Tender with Ref. No. HA.34/279/01A/236 dated December 01<sup>st</sup>, 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Nine Billion Eighty-Three Million Eight Hundred Six Thousand Seven Hundred Seventy-Nine and Eleven Cents Only (9,083,806,779.11) VAT Exclusive** (hereinafter referred to as "**the Contract Price**").

*James*

**NOW THEREFORE** the Parties hereby agree as follows:

1. In this contract, 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 an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
  - (a) Form of Contract;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Letter of Acceptance;
  - (e) Schedule of Requirement and Technical Specifications;
  - (f) Supplier's Bid Submission Form and Price Schedule;
  - (g) Notification of Award of Tender;
  - (h) Anti-bribery Memorandum; and
  - (i) APPENDICES
    - (i.) Forms of Securities;
    - (ii.) Registered Power of Attorney;
    - (iii.) Minutes of Negotiation Meetings; and
    - (iv.) Manufacturers Authorization Form.
3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the purchaser to provide goods and 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 execution and completion of provision of goods and services, the sum of **Tanzanian Shillings Nine Billion Eighty-Three Million Eight Hundred Six Thousand Seven Hundred Seventy-Nine and Eleven Cents Only (9,083,806,779.11) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

*James*

5. The purchaser hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein in the manner prescribed under Clause 18 of the SCC both for goods supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:
  - a) 60% Advance Payment;
  - b) 40% on Delivery and Acceptance of the final consignment and it shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
7. The contract shall be executed for the period of **Two (02) Months** which shall immediately commence after receiving of Advance Payment and VAT Exemption.

*James*



**IN WITNESS** whereof, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

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

Signature:  .....

Name: CLEMENT RIVEGALO .....

Title: DIRECTOR GENERAL .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: GLORIA CHEGEVI .....

Title: LEGAL SERVICES MANAGER .....

Date: 08/12/2021 .....

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

Signature:  .....

Name: EDITH JAMES .....

Title: SALES & MARKETING MANAGER .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

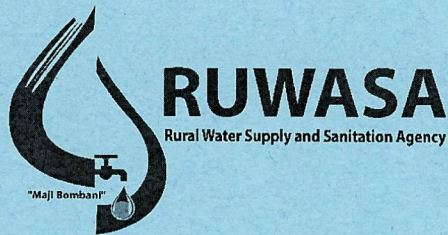
Name: ALIMIYA OSMAN .....

Title: AG. CHIEF EXECUTIVE OFFICER .....

Date: 8/12/2021 .....

Seal: .....





**CONTRACT No. AE-102/2021-2022/HQ - C/G/03**

**FOR**

**SUPPLY OF PIPES FOR CONSTRUCTION OF WATER SUPPLY PROJECTS IN  
SIX (6) REGIONS - DODOMA, SINGIDA, MANYARA, ARUSHA,  
KILIMANJARO, AND MARA**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY(RUWASA)  
(The Purchaser)**

**AND**

**M/S. PIPES INDUSTRIES CO LIMITED  
(The Supplier)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the 08<sup>th</sup> day of December 2021;

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at NBC Bank, Mazengo Branch, Kuu Road, P.O. Box 412, 40473 **DODOMA**, Tanzania (hereinafter called "**the Purchaser**") of the one part;

And

**M/s. Pipes Industries Co. Limited** having its physical address at Vingunguti Industrial Area, P.O. Box 16541, **DAR ES SALAAM**, Tanzania (hereinafter called "**the Supplier**") of the other part.

Both the Purchaser and the Supplier shall collectively and jointly be known as "**Parties**".

### WHEREAS:

- (a) The Purchaser is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Supplier is a Company registered under the Laws of Tanzania which is responsible for manufacturing and selling of GRP, HDPE & PVC Pipes;
- (c) The Purchaser invited Tenders for Supply of Pipes for Construction of Water Supply Projects in six (6) Regions - Dodoma, Singida, Manyara, Arusha, Kilimanjaro, and Mara, Tender No. AE-102/2021-2022/HQ - C/G/03 under the terms and conditions set forth in this Contract; and
- (d) The Supplier having represented to the Purchaser that it has the required professional skills, expertise and technical resources, the Purchaser through the Letter of Notification of Award of Tender with Ref. No. HA.34/279/01A/237 dated December 01<sup>st</sup>, 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Ten Billion Nine Hundred Ten Million Three Hundred Ninety-Three Thousand Eight Hundred Ninety-Eight and Eighty-Six Cents Only (10,910,393,898.86) VAT Exclusive** (hereinafter referred to as "**the Contract Price**").

**NOW THEREFORE** the Parties hereby agree as follows:

1. In this contract, 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 an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
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  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Letter of Acceptance;
  - (e) Schedule of Requirement and Technical Specifications;
  - (f) Supplier's Bid Submission Form and Price Schedule;
  - (g) Notification of Award of Tender;
  - (h) Anti-bribery Memorandum; and
  - (i) APPENDICES
    - (i.) Forms of Securities;
    - (ii.) Registered Power of Attorney;
    - (iii.) Minutes of Negotiation Meeting; and
    - (iv.) Manufacturers Authorization Form.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide goods and 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 execution and completion of provision of goods and services, the sum of **Tanzanian Shillings Ten Billion Nine Hundred Ten Million Three Hundred Ninety-Three Thousand Eight Hundred Ninety-Eight and Eighty-Six Cents Only (10,910,393,898.86) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein in the manner prescribed under Clause 18 of the SCC both for goods supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:
  - a) 60% Advance Payment;
  - b) 40% on Delivery and Acceptance of the final consignment and it shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
7. The contract shall be executed for the period of **Two (02) Months** which shall immediately commence after receiving Advance Payment and VAT Exemption.

**IN WITNESS** whereof, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

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

Signature:  .....

Name: CLEMENT RIVEGALO .....

Title: DIRECTOR GENERAL .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: GLORIA CHEGWE NI .....

Title: LEGAL SERVICES MANAGER .....

Date: 08/12/2021 .....

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

Signature:  .....

Name: HUSSEIN CHUMA .....

Title: SALES EXECUTIVE .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: T WALIBU ATHUMANI T WALIBU .....

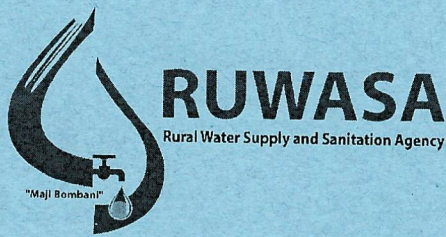
Title: SALES EXECUTIVE .....

Date: 08/12/2021 .....

Seal: .....

PIPE INDUSTRIES CO. LTD  
P. O. Box 16541  
DAR ES SALAAM

PIPE INDUSTRIES CO. LTD  
P. O. Box 16541  
DAR ES SALAAM



**CONTRACT No. AE-102/2021-2022/HQ - C/G/02**

**FOR**

**SUPPLY OF PIPES FOR CONSTRUCTION OF WATER SUPPLY PROJECTS IN  
SIX (6) REGIONS -MBEYA, SONGWE, RUKWA, KATAVI, KIGOMA, AND  
TABORA**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY(RUWASA)  
(The Purchaser)**

**AND**

**M/S. SIMBA PIPE INDUSTRIES LTD  
(The Supplier)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the ..... day of December 2021.

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at NBC Bank, Mazengo Branch, Kuu Road, P.O. Box 412, 40473 **DODOMA**, Tanzania (hereinafter called "**the Purchaser**") of the one part;

And

**M/s. Simba Pipe Industries LTD** having its physical address at Migeyo Road, Changómbe Industrial Area, P.O. Box 46259, **DAR ES SALAAM**, Tanzania (hereinafter called "**the Supplier**") of the other part.

Both the Purchaser and the Supplier shall collectively and jointly be known as "**Parties**".

### WHEREAS:

- (a) The Purchaser is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Supplier is a Company registered under the Laws of Tanzania which is responsible for manufacturing and selling of GRP, HDPE & PVC Pipes;
- (c) The Purchaser invited Tenders for Supply of Pipes for Construction of Water Supply Projects in six (6) Regions -Mbeya, Songwe, Rukwa, Katavi, Kigoma, and Tabora, Tender No. AE-102/2021-2022/HQ - C/G/02 under the terms and conditions set forth in this Contract; and
- (d) The Supplier having represented to the Purchaser that it has the required professional skills, expertise and technical resources, the Purchaser through the Letter of Notification of Award of Tender with Ref. No. HA.34/279/01A/235 dated December 01<sup>st</sup>, 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Eight Billion Five Hundred Sixty-Five Million Seventy-Three Thousand Fifty-Two and Forty-Four Cents Only (8,565,073,052.44) VAT Exclusive** (hereinafter referred to as "**the Contract Price**").



**NOW THEREFORE** the Parties hereby agree as follows:

1. In this contract, 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 an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:
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  - (f) Supplier's Bid Submission Form and Price Schedule;
  - (g) Notification of Award of Tender;
  - (h) Anti-bribery Memorandum; and
  - (i) APPENDICES
    - (i.) Forms of Securities;
    - (ii.) Registered Power of Attorney;
    - (iii.) Minutes of Negotiation Meeting; and
    - (iv.) Manufacturers Authorization Form.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide goods and 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 execution and completion of provision of goods and services, the sum of **Tanzanian Shillings Eight Billion Five Hundred Sixty-Five Million Seventy-Three Thousand Fifty-Two and Forty-Four Cents Only (8,565,073,052.44) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

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5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein in the manner prescribed under Clause 18 of the SCC both for goods supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:
  - a) 60% Advance Payment;
  - b) 40% on Delivery and Acceptance of the final consignment and it shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
7. The contract shall be executed for the period of **Two (02) Months** which shall immediately commence after receiving of Advance Payment and VAT Exemption.

*Handwritten initials*

**IN WITNESS** whereof, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

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

Signature:  .....

Name: CLEMENT KIVEGALO .....

Title: DIRECTOR GENERAL .....

Date: 08/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: GLORIA CHEGE .....

Title: LEGAL SERVICES MANAGER .....

Date: 08/12/2021 .....

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

Signature:  .....

Name: BEATRICE CHARO .....

Title: SALES MANAGER .....

Date: 8/12/2021 .....

Seal: .....

**In the presence of:**

Signature:  .....

Name: JITIN P. SINGH .....

Title: G.M. .....

Date: 08/12/2021 .....

Seal: .....

