

THE UNITED REPUBLIC OF TANZANIA



MINISTRY OF WATER
ARUSHA URBAN WATER SUPPLY AND
SANITATION AUTHORITY



CONTRACT

BETWEEN

ARUSHA URBAN WATER SUPPLY AND SANITATION AUTHORITY

AND

M/S SIMBA PIPES INDUSTRIES LTD

FOR

**SUPPLY OF WATER PIPES FOR DEVELOPMENT PLAN UNDER
COVID -19 PROJECT**

CONTRACT NO. AE/029/2021-22/G/49

FORM OF AGREEMENT

THIS FORM OF CONTRACT is made this ^{22nd} Day of NOVEMBER, 2021

BETWEEN

ARUSHA URBAN WATER SUPPLY AND SANITATION AUTHORITY of P.O. Box 13600 ARUSHA (Hereinafter called "the Purchaser") of the one part

AND

M/S SIMBA PIPES INDUSTRIES LTD, P.O. BOX 46259, Dar es Salaam registered under The Companies Act [Cap 212, R.E 2002], and (Hereinafter called "the Supplier") of the other part.

WHEREAS the Purchaser invited the Quotation for bid number AE/029/2021-22/G/49 for supply of Water Pipes under Covid -19 development plan and has accepted the bid by the supplier through Notification letter with Reference No: AUWS/S.20/7/VOL.V/262 dated 22nd November, 2021.

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 hereinafter referred to deliver quality and effective service, failure to do so, the supplier shall be responsible and liable for the inconvenience caused to the buyer.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - (a) This Form of Agreement;
 - (b) The Bid Forms and the Price Schedule submitted by the bidder;
 - (c) The Notification of Award/Acceptance letter;
 - (d) The General Condition of contract;
 - (e) The Special Condition of the Contract;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenant with the Purchaser to supply the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenant to pay the Supplier in consideration of supply of WATER PIPES as according to price schedule and schedule of requirements within the time agreed by the parties to this contract the remedying of defect 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

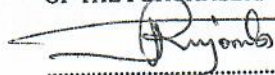
the contract.


5. The Purchaser hereby covenant to pay the Supplier the price of TZS 415,167,530.45 Excluding VAT (Tanzania Shillings Four Hundred and Fifteen Million, One Hundred and Sixty-Seven Thousand, Five Hundred and Thirty with Forty-Five Cents) within thirty days after receiving materials, inspect and issue an inspection certificate to supplier.

6. This agreement is valid for Twelve Months from date of signing.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance the Laws of United Republic of Tanzania the day and year first above written;


SIGNED FOR AND ON BEHALF OF THE PURCHASER:


Signature
(Name) Justine K. Rujomb
(Occupation) MD

In the presence of

Signature
(Name) Alexander Saba
(Occupation) Head of Legal Unit

PURCHASER SEAL

ON BEHALF OF THE SUPPLIER:


Signature
(Name) BEATRICE CHARLES
(Occupation) SALES MANAGER
(Address) P.O. BOX 46259 DSM

In the presence of

Signature
(Name) SANJAY AGRAWAL
(Occupation) CRANE HEAD OPERATOR MANAGER
(Address) P.O. BOX 46259 DSM

