

## Contract Agreement

THIS CONTRACT is made the 01.12.2021 day of .....12|2021 between the Manager Ruangwa Water Supply and Sanitation Authority of P.O .Box 51 Ruangwa Tanzania (hereinafter called "the Purchaser") and M/s Simba Pipe Industries Ltd of P.O.BOX 40259 Dar es Salaam. (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, Contract No. AE/080/MNWS/ZN/R/2021-2022/G/16 For Supply of Pipes for Ruangwa Project at Ruangwa Water Supply and Sanitation Authority. Has accepted a Bid by the Supplier for the supply of those Goods in the sum of TZS 170,009,635.62 (Tanzanian shillings One hundred seventy million and nine six hundred thirty five point six two only) VAT inclusive (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) General Conditions of Contract
  - (c) Special Conditions of Contract
  - (d) The Supplier's Bid-appendix I
  - (e) Price Schedules- appendix II
  - (f) Schedule of Requirements -appendix III
  - (g) Technical Specifications -appendix IV
  - (h) The letter of Acceptance -appendix V

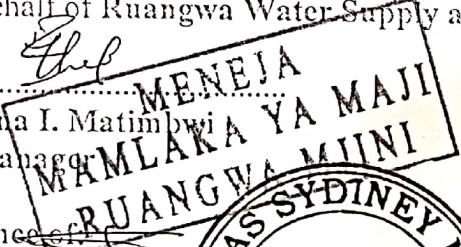
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser 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 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of United Republic of Tanzania on the day, month and year indicated above.

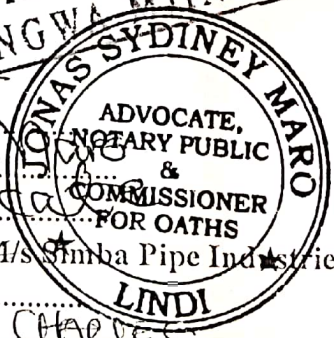
For and on behalf of the Purchaser

For and on behalf of Ruangwa Water Supply and Sanitation Authority

Signed.....  
 Name: Yohana I. Matimbo  
 Title: The Manager



In the presence of  
 Signature.....  
 Name.....  
 Title.....



For and on behalf of the M/s Simba Pipe Industries Ltd of P.O.BOX 40259 Dar es Salaam

Signed.....  
 Name: BEATRICE CHARLES  
 Title: SALES MANAGER

In the presence of:  
 Signature.....  
 Name: SANSAY AGRAWAL

Title: Name: Country HEAD OPERATION MANAGER

