



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

MUSOMA WATER SUPPLY AND
SANITATION AUTHORITY



CONTRACT

BETWEEN

**MUSOMA WATER SUPPLY AND SANITATION AUTHORITY
(MUWASA)**

“EMPLOYER”

AND

**PLASCO LIMITED.
“SUPPLIER”**

CONTRACT NO. AE/040/2021/2022/HQ/G/18

FOR

**“SUPPLY OF HDPE PIPES FOR EXTENSION OF WATER
DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN
NUSOMA MUNICIPALITY PROJECT.”**

THIS AGREEMENT (Hereinafter called the "Contract") is made this ^{15th}... day of the month of November 2021.

Between

The Musoma Water Supply and Sanitation Authority, legal corporate established under Act No. 5/2019 of P.O. Box 233 Musoma, Tel (027) 282622868, Fax (7) 28 2620172 (Hereinafter called the "Employer" of one part)

And

PLASCO LIMITED of P.O. Box 19956 DAR ES SALAAM, a company incorporated in Tanzania under the companies Act of 2012 (Hereinafter called the "Supplier") of the other part.

WHEREAS: The Employer invited Bids for **Supply of HDPE PIPES** (hereinafter referred to as "goods")

And

WHEREAS: PLASCO LIMITED has been selected and accepted the Tender for Supply of HDPE PIPES as per priced schedule of activities.

And

WHEREAS: The Employer has set aside funds towards the cost for supply of HDPE Pipes and intends to apply a portion of the proceeds of these funds for eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



- 1.0 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
- 2.1 Form of Agreement,
 - 2.2 Special Conditions of Contract,
 - 2.3 General Conditions of Contract,
 - 2.4 Award notification letter,
 - 2.5 Letter of Acceptance,
 - 2.6 The Form of Tender and the Price Schedule submitted by the Tenderer,
 - 2.7 The Special power of Attorney,
 - 2.8 Any other document listed in the SCC as forming part of the Contract.
- 3.0 In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to supply the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 Contract period shall be for a duration of EIGHT weeks commencing from 15th November 2021.
- 5.0 Terms and Conditions of the Contract:
- 5.1 Upon delivery of material, the inspection shall be carried out to test the quality of the same to ensure it conforms to the required standard and technical specification and if found to be contrary, the supplied materials shall be rejected at the Supplier's cost.
 - 5.2 The Employer hereby covenants to pay the Supplier in consideration of the supply of the goods (HDPE PIPES), the Contract Price **TZS 448,741,487.14 (Tanzania Shillings Four Hundred Forty Eight Million Seven Hundred Forty One Thousand Four Hundred Eight Seven with Fourteen Cent) VAT inclusive** or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the terms of Contract.
 - 5.3 The price quoted as per schedule of activities shall remain fixed throughout the contract period.



5.4 Payment will be 40% advance after contract signing and balance 60% to be paid within 30 days after delivery and acceptance of 100% of contract value as captured in the S.C.C.

6.0 Dispute Settlement

6.1 In case of any dispute, misunderstanding or differences arising between the parties hereto as to the execution of this Agreement or rights and obligations of the parties hereto or any matter arising out of or relating to this contract thereof, the parties shall make every effort to resolve amicably such dispute, misunderstanding or difference by mutual consultation.

6.2 If the amicable resolutions as per item 6.1 fail, the matter shall be brought to the arbitration before further proceedings are brought to any competent court of jurisdiction in the united Republic of Tanzania for adjudication.

7.0 Termination Procedures:

7.1 Both parties under this contract shall have the right to terminate the contract save that there is a breach of terms of this contract and thirty (30) days prior notice in writing of intention to terminate the contract is served to the other party.

7.2 That for the purpose of performance of this contract unsatisfactory service and non-payment shall constitute to a breach of contract.

8.0 The mutual rights and obligations of the employer and supplier shall be as set forth in the terms and conditions of contract, in particular:

8.1 The supplier shall carry out the services in accordance with the provisions of the general and special conditions of contract.

8.2 The Employer shall make payments to the supplier in accordance with the provisions of the general and special conditions of contract.



IN WITNESS whereof the parties hereto have caused this agreement to be executed the day and year first above written.

For the Employer:

Signed and delivered by
Musoma Water Supply and
Sanitation Authority in my
presence this day of
.....2021



Employer



Name: NICAS MUGISATA

Qualification: **Ag. MANAGING DIRECTOR**

Before me:

Name: BURTON KASIALI

Signature: 

Qualification: Ag. SM

For the Supplier:

Signed and Delivered by
PLASCO LIMITED.
in my presence this
day of.....2021.



Supplier

Name: ALIMIYA OSMAN
AG. CEO

Qualification: **AUTHORIZED REPRESENTATIVE**



Before me

Name: EDITH JAMES

Signature: 

Qualification: SALES & MARKETING MGR

SECTION VI: Schedule of Requirements

THE DELIVERY SCHEDULE EXPRESSED AS NOT MORE THAN SIX WEEKS STIPULATES
HEREAFTER A DELIVERY DATE WHICH IS THE DATE OF DELIVERY

(I) TO THE FIRST CARRIER WHEN THE CONTRACT IS PLACED ON CIP TO
THE PROJECT AREA BWERI BUKOBA AND KWANGWA A.

S/No	Description of work	Unit	Quantity	Unit Price	Extended price
1.	HDPE pipes (OD200, PN16, PE100)	Lm	2179.28	68,016.00	148,225,908.48
2.	HDPE pipes (OD200, PN12.5, PE100)	Lm	4002	56,045.60	224,294,491.20
3.	HDPE stub flange (DN200, PN16, complete with gaskets, bolts, washers and nuts)	Pc	14	554,910.00	7,768,740.00
			SUBTOTAL		380,289,139.68
			VAT 18%		68,452,045.14
			GRAND TOTAL		448,741,184.82

NOTE: 725 HDPE pipes (OD200, PN16, PE100) and 2001 HDPE pipes (OD200, PN12.5, PE100) will be delivered to BWERI BUKOBA site and all stub flange will be delivered to MUWASA store. The rest pipes will be delivered at KWANGWA A site.



SPECIAL CONDITIONS OF CONTRACT

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Definitions (GCC Clause 1)
1.	1.1	The Purchaser is: Musoma Urban Water Supply and Sanitation Authority, Majita Road, P.O. Box 233, MUSOMA. Email: ps@ muwasa.go.tz Fax: +255 (7) 282620172
2.	1.1(j)	The Supplier is: PLASCO LIMITED, P.O. Box 19956, DAR ES SALAAM.
3.	1.1(k)	The Project is: SUPPLY OF HDPE PIPES FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN NUSOMA MUNICIPALITY PROJECT."
		Governing Language (GCC Clause 3)
4.	3.1	The Governing Language shall be: English
		Applicable Law (GCC Clause 4)
5.	4.1	The Applicable Law shall be: Laws of united Republic of Tanzania
		Country of Origin (GCC Clause 5)
6.	5.1	Country of Origin is NA
		Performance Security (GCC Clause 9)
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[between ten (10) and twenty (20) percent of the Contract Price]- NA</i>
8.	9.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.

Amir D. Mgeni

[Signature]

Inspections and Tests (GCC Clause 10)		
9.	10.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC Clause 11)		
10.	11.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>
Delivery and Documents (GCC Clause 12)		
11.	12.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ol style="list-style-type: none"> a) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; b) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading; c) One original plus four copies of the packing list identifying contents of each package; d) insurance certificate; e) Manufacturer's or Supplier's warranty certificate; f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and g) certificate of country of origin issued by the chamber of

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		<p>commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Inco term retained.]</i></p>
12.	12.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> a) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; b) delivery note, railway receipt, or truck receipt; c) Manufacturer's or Supplier's warranty certificate; d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and e) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC Clause 13)		
13.	13.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Incidental Services (GCC Clause 15)		
14.	15.1	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
Spare Parts (GCC Clause 16)		
15.	16.1	Additional spare parts requirements are:

		Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
		Warranty (GCC Clause 17)
16.	17.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be ____ hours of operation or TWELVE months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	17.4 & 17.5	The period for correction of defects in the warranty period is: 4 days
		Payment (GCC Clause 18)
18.	18.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the</p>

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		<p>Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p style="text-align: center;">NA</p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <p>a) Supplier's Delivery note b) Supplier's Tax Invoice</p> <p>Advance Payment: 40% of the Contract Price shall be paid within (14) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the Procuring Entity.</p> <p>On Acceptance: 60% of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p>
19.	18.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Entity shall be : NA
		Prices (GCC Clause 19)
20.	19.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.
		NA

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Liquidated Damages (GCC Clause 25)		
21.	25.1	Applicable rate: 0.2 % per day of undelivered materials value Maximum deduction: is equal to the 10% of contract sum.
Procedure for Disputes (GCC Clause 31)		
22.	31.1	The Adjudicator shall be determined later
23.	31.2	Rate of the Adjudicator fees shall 10,000/= hourly
24.	31.3	Arbitration institution shall be National Construction Council (NCC). Place for carrying out Arbitration: MUSOMA
25..	32.1	Appointing Authority for the Adjudicator: PPRA
Notices (GCC Clause 34)		
26.	34.1	Procuring Entity's address for notice purposes: The Purchaser is: Musoma Water Supply and Sanitation Authority, Majita Road, P.O. Box 233, MUSOMA. Email: ps@ muwasa.go.tz Fax: +255 (7) 282620172 Supplier's address for notice purposes: The Supplier is: PLASCO LIMITED, P.O. Box 19956, DAR ES SALAAM.




GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1.	Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated:
			a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant t the contract for the full and proper performance of its contractual obligations.
			d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Entity under Contract.
			f) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			g) "GCC" means the General Conditions of Contract contained in this section.

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			h) "SCC" means the Special Conditions of Contract.
			i) "The Procuring Entity" means the entity purchasing the Goods and related service, as named in SCC.
			j) "The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
			k) "The Project Site" where applicable, means the place or places named in SCC.
			l) "Day" means calendar day.
			m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause
			n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			o) "End User" means the organization(s) where the goods will be used, as named in the SCC.
			p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			q) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
2.	Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.	Governing Language	3.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Entity shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

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4.	Applicable Law	4.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
5.	Country of Origin	5.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
6.	Standards	6.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
7.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	7.1	The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		7.2	The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		7.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.
		7.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
8.	Patent and Copy Rights	8.1	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.

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		8.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Entity directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
9.	Performance Security	9.1	Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring Entity the performance security in the amount specified in SCC .
		9.2	The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		9.3	The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Procuring Entity, in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity; or
		b)	A cashier's or certified check.
		9.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
		9.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Procuring Entity shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
10.	Inspections and Test	10.1	The Procuring Entity or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Entity shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.




		10.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
		10.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Entity.
		10.4	The Procuring Entity's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.
		10.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
11.	Packing	11.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Entity.
12.	Delivery and Documents	12.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC .
		12.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.





		12.3	Documents to be submitted by the Supplier are specified in SCC.
13.	Insurance	13.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
14.	Transportation	14.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		14.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		14.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
15.	Incidental Services	15.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
			a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

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(Signature)

			Contract; and
		e)	Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		15.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
16.	Spare Parts	16.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
17.	Warranty	17.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.

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		17.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
		17.3	The Procuring Entity shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		17.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		17.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
18.	Payment	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		18.2	The Supplier's request(s) for payment shall be made to the Procuring Entity in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.
		18.3	Payments shall be made promptly by the Procuring Entity, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Entity makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		18.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.

		18.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 18.4
19.	Prices	19.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		19.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for Tender validity extension, as the case may be.
20.	Change Orders	20.1	The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.
		20.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21.	Contract Amendments	21.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22.	Assignment	22.1	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

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23.	Subcontracts	23.1	The Supplier shall notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
		23.2	Subcontracts must comply with the provision of GCC Clause 5.
24.	Delays in the Supplier's Performance	24.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		24.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		24.3	Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.
25.	Liquidated Damages	25.1	Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
26.	Termination for Default	26.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		26.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within

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			the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	the supplier has abandoned or repudiated the contract.
		d)	The Procuring Entity or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		e)	a payment is not paid by the Procuring Entity to the Supplier within 84 days of the due date for payment;
		f)	the Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; and
		g)	the supplier, in the judgment of the Procuring Entity, has engaged in corrupt or fraudulent practices in competing for or in exacting the Contract.
			For the purpose of this clause:

N. J. [Signature]

[Signature]

			<p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
		26.4	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27.	Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

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		27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
28.	Termination for Insolvency	28.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
29.	Termination for Convenience	29.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		29.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
30.	Disputes	30.1	If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		30.2	If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice for adjudication.

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		30.3	If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
31.	Procedure for Disputes	31.1	The Adjudicator shall stated in the SCC give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		31.2	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Entity and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
32.	Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
33.	Limitation of Liability	33.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

		a)	The supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
		b)	The aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement..

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34.	Notices	34.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		34.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
35.	Taxes and Duties	35.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		35.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		35.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

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NOTIFICATION



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
MUSOMA WATER SUPPLY AND
SANITATION AUTHORITY



Ref.UWSA/C4/1/VOLIV/139

15th Novemberr,2021.

PLASCO LIMITED.

P.O.BOX 19956,


DAR ES SALAAM.

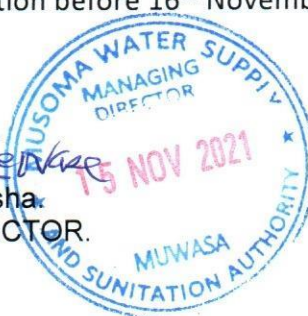
REF: NOTIFICATION OF AWARD TO TENDER NO. AE/040/2021/2022/HQ/G/18 FOR SUPPLY OF HDPE WATER PIPES AND FITTINGS FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN MUSOMA MUNICIPALITY PROJECT.

The captioned matter above refers.

2. On 15thNovember,2021, MUWASA Tender Board approved the award of Tender No. AE/040/2021/2022/HQ/G/18 for Supply of Supply HDPE water Pipes and Fittings for Extension of Water Distribution System to Seven Unserved Streets in Musoma Municipality Project at contract amount of Tsh. **448,741,487.14(Tanzania Shillings Four Hundred Forty Eight Million Seven Hundred Forty One Thousand Four Hundred Eighty Seven With Forteen Cent)** VAT inclusive to you.
3. You're required to submit acceptance notification before 16th November 2021.

Counting on your cooperation;


Eng. Nicas Mugisha
Ag. MANAGING DIRECTOR.



Cc Chief Executive Officer,
PPRA,
P.O. Box 2865,
DODOMA

" Controller and Auditor General,
P.O. Box 9080,
DODOMA

"Attorney General,
P.O. Box 630,
DODOMA

"Internal and Auditor General,
P.O. Box 9111,
DAR ES SALAAM

" Tanzania Revenue Authority,
P.O.BOX 11491
DAR ES SALAAM.

LETTER OF ACCEPTANCE



Date: 15th November 2021

Ref. No: PLASCO/MUWASA/15112021/147

MANAGING DIRECTOR,
MUSOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY
P.O. BOX 233
MUSOMA.

Attn: Eng. Nicas Mugisha

RE: NOTIFICATION OF AWARD TO TENDER NO. AE/040/2021/2022/HQ/G/18 FOR SUPPLY HDPE WATER PIPES AND FITTINGS FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN MUSOMA MUNICIPALITY PROJECT

The heading above refers. We acknowledge receipt of your letter with reference number **UWSA/C4/1/VOLIV/139** dated 15th November 2021, confirming award of tender no. AE/040/2021/2022/HQ/G/18 For Supply HDPE Water Pipes and Fittings for Extension of Water Distribution System to Seven Unserved Streets in Musoma Municipality Project to us at a contract value of **TZS 448,741,487.14** (Tanzanian Shillings **Four Hundred Forty Eight Million Seven Hundred Forty One Thousand Four Hundred Eighty Seven and Fourteen Cents Only**) VAT inclusive.

Plasco Ltd accepts the award and looks forward to supporting your water projects. We request your good office to share a draft copy of the contract for our review before signing.

Yours faithfully,
For Plasco Limited



EDITH JAMES

SALES AND MARKETING MANAGER



BID FORM



Form of Tender

Date: 11TH NOVEMBER 2021

To: MUSOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Having examined the Tendering Documents including Addenda Nos: TENDER NO. AE/040/2021/2022/HQ/G/18, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **SUPPLY OF HDPE WATER PIPES AND FITTINGS FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN MUSOMA MUNICIPALITY PROJECT** in conformity with the said Tendering Documents for the sum of **Tanzanian Shillings Three Hundred Ninety Million Two Hundred Nine Thousand Nine Hundred Eighty-Eight And Eighty Two Cents Only (TZS 390,209,988.82) VAT inclusive** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 17.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract: -

<u>Name and address of agent</u>	<u>Amount and currency</u>	<u>Purpose of Commission</u>	<u>Or recipient or gratuities</u>
----------------------------------	----------------------------	------------------------------	-----------------------------------

NONE

NONE

NONE

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.



We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 11th day of November 2021.

A circular blue ink stamp for PLASCO LIMITED. The outer ring contains the text "PLASCO LIMITED" at the top and "P.O. BOX 1000 KUALA LUMPUR" at the bottom, separated by two small stars. In the center of the stamp, there is a handwritten signature in blue ink. A horizontal dotted line is drawn across the signature.

ALIMIYA OSMAN

AG. CHIEF EXECUTIVE OFFICER
Duly authorized to sign Tender for and on behalf of **PLASCO LIMITED**

POWER OF ATTORNEY

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the **10th NOVEMBER 2021**.

WE the undersigned **Plasco Limited** a company established under the Companies Act, R.E. 2002 whose office is at Mbozi Road, Chang'ombe, Plot 112, within Dar es Salaam, by virtue of Authority conferred to us by the Board Resolution No: **2019.10.03/04** do hereby appoint **ALIMIYA OSMAN** the Company's **AG. CHIEF EXECUTIVE OFFICER** to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of **TENDER NO. AE/040/2021/2022/HQ/G/18** that is to say;

To act for the company and do any other thing or things incidental for **TENDER NO. AE/040/2021/2022/HQ/G/18 FOR MUSOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY FOR SUPPLY OF HDPE WATER PIPES AND FITTINGS FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN MUSOMA MUNICIPALITY PROJECT.**

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.


AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **Plasco Limited** and delivered in the presence of us on **10th NOVEMBER 2021**

IN WITNESS whereof we have signed this deed on **10th NOVEMBER 2021** at Dar es Salaam for and on behalf of **Plasco Limited**.

SEALED and DELIVERED by the
AUNALI F. RAJABALI
Director and Chairman of the Board
Date: **10th NOVEMBER 2021**

}



.....
AUNALI F. RAJABALI

BEFORE ME:

.....
COMMISSIONER FOR OATHS



'ACKNOWLEDGEMENT'

I, **ALIMIYA OSMAN** the Company's **AG. CHIEF EXECUTIVE OFFICER** do hereby acknowledge and accept to be Attorney of the said **Plasco Limited** under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
ALIMIYA OSMAN Identified to me
by **AUNALI F. RAJABALI**
Director and Chairman of the Board
The latter known to me personally
Date: **10th NOVEMBER 2021**





ALIMIYA OSMAN



BEFORE ME



COMMISSIONER FOR OATHS



MANUFACTURER AUTHORIZATION



Manufacturer's Authorization Form

To:
MANAGING DIRECTOR,
MUSOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY,
P.O. BOX 233,
MUSOMA.

WHEREAS **PLASCO LTD** who are established and reputable manufacturers of **HDPE AND UPVC PLASTIC PIPES AND FITTINGS** having factories at **Plot no. 112, Mbozi Road, Chang'ombe** do hereby authorize **PLASCO LTD** to submit a Tender, and subsequently negotiate and sign the Contract with you against **TENDER NO. AE/040/2021/2022/HQ/G/18 FOR SUPPLY OF HDPE WATER PIPES AND FITTINGS FOR EXTENSION OF WATER DISTRIBUTION SYSTEM TO SEVEN UNSERVED STREETS IN MUSOMA MUNICIPALITY PROJECT** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tender.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.