



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF WATER  
MUGANGO/KIABAKARI WATER SUPPLY  
AND SANITATION AUTHORITY



**CONTRACT**

**BETWEEN**

**MUGANGO/KIABAKARI WATER SUPPLY AND SANITATION  
AUTHORITY**

**“EMPLOYER”**

**AND**

**PLASCO LIMITED.  
“SUPPLIER”**

**CONTRACT NO. AE/040/2021/2022/G/09**

**FOR**

**“SUPPLY OF HDPE PIPES FOR IMPROVEMENT OF  
MUGANGO/KIABAKARI WATER SUPPLY SYSTEM IN  
MUSOMA AND BUTIAMA DC PROJECT.”**

THIS AGREEMENT (Hereinafter called the "Contract") is made this <sup>17<sup>th</sup></sup> day of the month of NOVEMBER 2021.

Between

The Mugango/Kiabakari Water Supply and Sanitation Authority, legal corporate established under Act No. 5/2019 of P.O. Box 107 Musoma, Tel +255 282623049, Fax: +255 282623049 (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

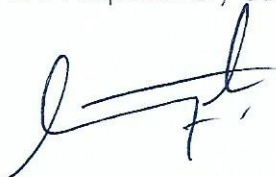
WHEREAS: **PLASCO LIMITED** has been selected and accepted the Tender for Supply of HDPE PIPES as per priced schedule of activities.

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 15<sup>th</sup> 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 172,976,675.00 (Tanzania Shillings one hundred seventy two million nine hundred seventy six thousand six hundred seventy five with zero Cent) VAT Exclusive** 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 paid within 30 days after delivery and acceptance of 100% of contract value.



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  
Mugango/Kiabakari Water Supply and  
Sanitation Authority in my  
presence this 17 day of  
NOVEMBER 2021

  
\_\_\_\_\_  
Employer



Name: ENG. COSMAS SANDA

Qualification: MANAGING DIRECTOR

Before me:


Name: GREYSON M. KENNER

Signature: 

Qualification: TECHNICAL MANAGER

For the Supplier:

Signed and Delivered by  
PLASCO LIMITED. <sup>17<sup>th</sup></sup>  
in my presence this .....  
day of NOVEMBER 2021.

  
\_\_\_\_\_

Name: ALIMISA OSMAN



Qualification: AUTHORIZED REPRESENTATIVE

Before me

Name: EDITH JAMES

Signature: 

Qualification: SALES & MARKETING MANAGER

