



**CONTRACT No.AE-102/2021-2022/SHY/G/06**

**FOR**

**SUPPLY OF STEEL PIPES FOR CONSTRUCTION OF WATER SUPPLY  
PROJECT AT ITUMBILI AND MWASHIGINI VILLAGE**

**BETWEEN**

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

**AND**

**M/S. TANZANIA STEEL PIPES LIMITED  
P.O BOX 5476 DAR ES SALAAM  
(The Supplier)**

**JANUARY, 2022**

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## FORM OF CONTRACT

This Contract is made the 07 day of JANUARY 2022.

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at P.O. Box 160 **Shinyanga**, Tanzania (hereinafter called "**the Purchaser**") of the one part;

And

**M/s. Tanzania Steel Pipes Limited** having its physical address at Ubungo industrial estate, Morogoro road, P.O. Box 5476, **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 Steel pipes for construction of water supply project at Itumbili and Mwashigini village, Tender No. AE-102/2021-2022/SHY/G/06 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.DA.130/258/01B/52 dated 29<sup>TH</sup> December 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Two Hundred Thirty-Four Million Two Hundred Seventy-Five Thousand Eight Hundred Ninety-Three and Eight cent Only (234,275,893.80) VAT Exclusive** (hereinafter referred to as "**the Contract Price**").

*JS*

**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 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 Two Hundred Thirty Four Million Two hundred Seventy Five Thousand Eight Hundred Ninety Three and Eight cent Only (234,275,893.80) VAT Exclusive** (hereinafter referred to as "**the Contract Price**"), at the times and in the manner prescribed in this Contract.

5

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) 30% Advance Payment;

b) 70% 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 **Thirty (30) days** which shall immediately commence after receiving Advance Payment and VAT Exemption.

BE

**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: ..... *JM*

Name: ..... JULIETH E. PAYOVELA

Title: ..... Ag. Rm

Date: ..... 07.01.2022

Seal: .....



**In the presence of:**

Signature: ..... *JW*

Name: ..... MUDUVU W. MAETLI

Title: ..... DISTRICT MANAGER

Date: ..... 07/01/2022

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

Signature: .....

Name: .....

Title: .....

Date: .....

Seal: .....

**In the presence of:**

Signature: .....

Name: .....

Title: .....

Date: .....

Seal: .....

*JF*