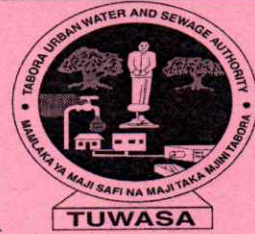




THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF WATER



TABORA WATER SUPPLY AND SANITATION AUTHORITY  
P.O.BOX 147, TEL. NO. 026 2605179, FAX NO. 026 2604593  
E-mail maji@tuwasa.go.tz

CONTRACT DOCUMENT

(ORIGINAL)

CONTRACT NO: AE/047/HQ/2021-22/G/11/1

FOR

SUPPLY OF WATER PIPES AT TUWASA IN TABORA REGION

Supplier  
Simba Pipes Industries Ltd  
P. O. Box 46259  
Dar es Salaam

Client  
TUWASA  
P. O. Box 147  
Tabora

October, 2021

## FRAMEWORK AGREEMENT

THIS AGREEMENT made this 29<sup>th</sup> day of October, 2021 between Tabora Water Supply and Sanitation Authority, P.O.Box 147 Tabora (hereinafter "the Procuring Entity") of the one part and , Simba Pipes Industries Ltd P.O.Box 46259 Dar es salaam (hereinafter "the Supplier") of the other part;

WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz, **Supply of Water Pipes for TUWASA in Tabora Region** and has accepted a Tender by the Supplier for the supply of those goods and services and to be delivered at **Tabora Water Supply and Sanitation Authority** in the sum **Tsh. 659,983,616.21** (Tanzanian Shillings Six Hundred Fifty Nine Million Nine Hundred Eight Three Thousands Six Hundred Sixteen and Twenty One Cent Only) VAT and transportation cost to Tabora is inclusive (hereinafter called 'the Contract Price'). The contract Implementations will be for the period up to **30<sup>th</sup> June, 2022**.

### 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 Contract referred to.
2. The following documents shall be deemed to form and read and construed as part of this Agreement, viz;
  - a) Letter of Acceptances
  - b) Framework Agreement
  - c) The form of Tender and the Price Schedule submitted by the Tenderer
  - d) The Schedule of Requirements
  - e) The Technical Specifications
  - f) The General Conditions of Contract
  - g) The Special Conditions of Contract
3. **Conditions of Agreement**
  - (i) **The Supplier agrees to:-**
    - a) Supply and deliver all the materials/services as set forth in the attached schedule at the rates and prices stated therein.
    - b) Remove from site at his own expenses any materials not in conformity with the approved sample.
    - c) Keep the Employee harmless against all claims arising by loss or damage to third parties.
    - d) Keep the Employee harmless against all claims arising under Employment Ordinance.
    - e) Handover the materials in good condition and in neat orderly stockpiles or as directed.

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- f) Be responsible for the safety of the materials until they are handed over to the Employer as stated.

**(ii) The Procuring Entity agrees to:-**

Pay the amount quoted by the Supplier in accordance with the Special conditions of the Contract Clause No. 18: Payment.

**The Procuring Entity reserves the right to:-**

- a) Cancel the Agreement should the Supplier/Service provider fail to commence the work within fourteen days of receipt of the Call-Off-Order, and the Supplier/Service provider shall remain liable for any loss or damage sustained by the Employer.
- b) Determine the Agreement if the materials/service supplied is consistently not in conformity with the approved samples and the Supplier/service provider shall remain liable for any loss or damage sustained by the Employer.
- c) Terminate the Contract should the Supplier/service provider fail to proceed with due diligence and the Supplier/service provider shall remain liable for any loss or damage sustained by the Employer.
- d) Require the Supplier/Service Provider to provide a cash deposit as a guarantee of satisfaction where applicable, the deposit to be refunded to the Supplier on satisfactory completion of the Contract, otherwise to be forfeited to the supplier.

**Disputes**

Any matters in dispute between the parties to this agreement arising out of the agreement shall be submitted to the arbitration of a single Arbitrator appointed in accordance with Cap. 15 of the Laws of Tanzania.

**Note: This Agreement is not a commitment to the purchase by the Procuring Entity. The Commitment to purchase will only be made when the Procuring Entity issues a Local Purchase Order (LPO) under terms of this agreement.**

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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day, month and year first above written.

FOR THE CLIENT

FOR THE SUPPLIER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: MAYUNGA A. KASHILIMU

Full Name: BEATRICE CHABES

Position: ACTING MANAGING DIRECTOR

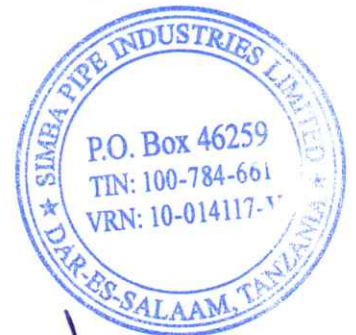
Position: SALES MANAGER

Address: P.O. Box 147, TABORA

Address: P.O. Box 46259 DSM

Date: 29th OCT, 2021

Date: 29th OCT 2021



WITNESS

WITNESS

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: JADI ARAUL MAENI

Full Name: SANJAY AGRAWAL

Position: Ag. Legal Secretary

Position: COUNTRY HEAD OPERATION MANAGER

Address: Box 147, Tabora

Address: P.O. Box 46259 DSM

Date: 29th OCT, 2021

Date: 29th OCT 2021



**ADDENDUM FOR IMPLEMENTATION OF COVID-19 PROJECTS**

**TO**

**CONTRACT No: AE/047/HQ/2021-22/G/11/1**

**BETWEEN**

**TABORA WATER SUPPLY AND SANITATION AUTHORITY  
P.O.BOX 147, TEL. NO. 026 2605179, FAX NO. 026 2605179  
E-mail [maji@tuwasa.go.tz](mailto:maji@tuwasa.go.tz)**



**[Procuring Entity]**

**AND**

**SIMBA PIPES INDUSTRIES LTD  
P. O. BOX 46259 DAR ES SALAAM  
[Supplier]**

**FOR**

**SUPPLY OF WATER PIPES AT TUWASA IN TABORA REGION**

**November, 2021**

ADDENDUM TO CONTRACT NO. AE/047/HQ/2021-22/G/11/1

FOR

SUPPLY OF WATER PIPES AT TUWASA IN TABORA REGION

Reference is made to Contract No. AE/047/HQ/2021-22/G/11/1 for **Supply of Water Pipes Fittings at TUWASA in Tabora Region** by and between the undersigned parties, that is **Tabora Water Supply and Sanitation Authority – TUWASA** of P. O. **Box 147 Tabora** (hereinafter called the “Procuring Entity”) and, on the other hand **Simba Pipes Industries Ltd** of P. O. **Box 46259 Dar es salaam** (Hereinafter called the “Supplier”)

**BE IT KNOWN**, for good consideration, Pursuant to clause 18 of General Condition of the above referred Main Contract, the parties made the following additions or charges of Section IV Schedule of Requirement of the said Contract as contained therein which shows the Schedule of Requirements and Section VII which shows Special Conditions of the Contract (Cause 18)

- 1) The procuring entity make changes on form of Agreement, the contract Amount shall change from **Tzs.659,983,616.21** to **Tzs. 828,391,361.81** where of **Tzs. 168,407,745.60 without VAT** shall be paid under the fund of **COVID – 19 Projects** and shall be **VAT Exempted** and **Tzs.659,983,616.21 With VAT** shall be paid under TUWASA own fund.
- 2) The Procuring Entity make changes on **Schedule of Requirement** by adding requirements for Implementation of **COVID – 19 Projects**, the schedule of requirements as seen in table below;

**Table No.1: Additional Water Pipes for Implementations of COVID – 19 Projects**

S/N	Descriptions	Size	Unit	QTY	Unit Price	TOTAL PRICE
1	Poly Pipes PN 10	2"	Rolls	50	743,957.62	37,197,881.00
2	Poly Pipes PN 10	1 1/2"	Rolls	60	463,765.79	27,825,947.40
3	Poly Pipes PN 10	3/4"	Rolls	760	136,031.47	103,383,917.20
<b>TOTAL PRICE WITHOUT VAT</b>						<b>168,407,745.60</b>

- 3) The Procuring Entity make changes on **Special Conditions of the Contract** by adding Clause number 18.2 on terms of Payment where the payment of **Tzs. 168,407,745.60 without VAT** for this Addendum shall be made under the fund of **COVID – 19 Projects** and shall be **VAT Exempted**

4) The Procuring Entity make changes on **Special Conditions of the Contract** on terms of Payment where the payment of **168,407,745.60 without VAT** for this Addendum shall be made under the fund of **COVID – 19 Projects and Tzs. Tzs.659,983,616.21 VAT Inclusive** for the main Contract shall be paid under TUWASA own fund.

5) Other Conditions of Contract remain unchanged.

This **ADDENDUM** is an integral part of the Contract number **AE/047/HQ/2021-22/G/11/1** of **29<sup>th</sup> October, 2021** for **Supply of Water Pipes at TUWASA in Tabora Region** other conditions of contract remain unchanged.

**IN WITNESS**, the Parties hereto have caused this addendum to be signed in their respective names as of the day and year first above written.

**Procuring Entity**

1. **SEALED** with the Common Seal of the Official stamp

**Tabora Water Supply and Sanitation Authority (TUWASA)**  
**P.O.Box 147**  
**TABORA**

Signature: \_\_\_\_\_

Name: Eng. Mayunga Kashimu

Title: ACTING MANAGING DIRECTOR

Date: 20/11/2021



**Supplier**

2. **SEALED** with the Common Seal of the Official stamp

**Simba Pipes Industries Ltd**  
**P.O.Box 46259**  
**DAR ES SALAAM**

Signature: \_\_\_\_\_

Name: BEATRICE CHAPPA

Title: SALES MANAGER

Date: 20.11.2021

