

THE UNITED REPUBLIC OF TANZANIA



MINISTRY OF WATER

KOROGWE WATER SUPPLY AND SANITATION AUTHORITY



CONTRACT No AE/096/2021/2022/G/25

FOR

**PURCHASE OF WATER PIPES FOR REHABILITATION OF WATER SUPPLY
TRANSMISSION PIPELINE FROM MBEZA TO MTONGA STORAGE TANKS.**

NOVEMBER 2021

Form of Contract

THIS AGREEMENT made the 23 day of 11 2021 between *Korogwe Water Supply and Sanitation Authority P.o Box 80 Korogwe* (hereinafter called "the PE") of the one part and *Lake Pipes Limited of P.o Box 5055 Dar-es Salaam (Tanzania)* (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., *Purchase of Water Pipes for Rehabilitation of Water Supply Transmission Pipeline from Mbeza to Mtonga Storage Tanks.* and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of *Three Hundred Forty-seven Million Nine hundred Ninety-one thousand four hundred thirty-one only. (347,991,431.00 VAT INCLUSIVE) (Hereinafter called "the Contract Price").*

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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of agreement;
 - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the GCC;
 - (g) the Purchaser's Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE 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 their respective laws the day and year first above written.

Signed, sealed, delivered by SIPHEL MUSAHA the MANAGING DIRECTOR (for the PE)

Witness to the signatures of the PE:

[Signature]
MANAGING DIRECTOR
KOROGWE URBAN WATER AUTHORITY
KOROGWE

Signed, sealed, delivered by VAMSI KRISHNA the GENERAL MANAGER (for the Supplier)

Witness to the signatures of the Supplier:

[Signature]



