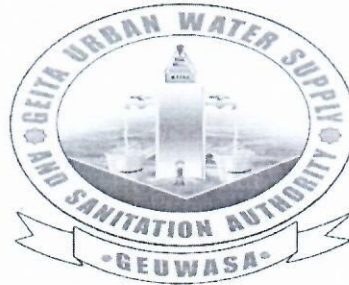


**GEITA URBAN WATER SUPPLY AND SANITATION AUTHORITY**



**CONTRACT NO.AE/082/2021/2022/G/48**

**FOR**

**SUPPLY OF PIPES FOR EXTENSION OF WATER NETWORK IN GEITA TOWN  
UNDER TANZANIA COVID-19 SOCIAL-ECONOMICAL RESPONSE AND  
RECOVERY PLAN (TCRP PROGRAM)**

**BETWEEN**

**GEITA URBAN WATER SUPPLY AND SANITATION AUTHORITY**

**(Purchaser)**

**AND**

**M/S PLASCO LTD,**

**(Supplier)**

**MARCH, 2022**

**SECTION I: FORM OF CONTRACT**



## FORM OF CONTRACT

This Contract is made the .....23RD.....day of .....MARCH.....2022

Between

**Geita Urban Water Supply and Sanitation Authority** P.O.BOX 477 **GEITA** (hereinafter called "**the Purchaser**") of the one part;

And

**M/s PLASCO LIMITED**, having its principal place of business at P.O. BOX 19956, **DAR ES SALAAM** (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 Employer is a Government Water Utility established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of water supply and sanitation projects and the provision of water supply and sanitation services in Geita Urban;
- (b) The Supplier is a local Company registered under the Laws of Tanzania which is responsible for production and supply of pipes ;
- (a) The Purchaser invited tenders for for Supply of pipes for extension of water network in Geita town Under Tanzania Covid-19 Social-Economical Response and Recovery Plan (TCRP Program), Tender No. **AE/082/2021-2022/G/48** under the terms and conditions set forth in this Contract; and
- (c) 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 GEUWASA/COVID-19/VOL.01/ 29 **dated 16<sup>th</sup> March, 2022** awarded a Tender to the supplier at the contract sum of **Tanzania Shilling Sixty Four Million Four Hundred Fifteen Thousand Only (TZS 64,415,000) VAT exclusive**. (Hereinafter referred to as "**the Contract Price**"). The delivery to be completed within Six Months (hereinafter called "**Contract Period**").

NOW THEREFORE the Parties hereby agree 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) Form of Agreement;
  - (b) Letter of Acceptance;
  - (c) Special Conditions of Contract;
  - (d) General conditions of contract;
  - (e) Priced schedule of requirement
  - (f) Power of attorney;
  - (g) Negotiation Minutes
  - (h) Documents for compliance with Tax
  - (i) Document for registration with BRELA
  - (j) Quotation submission form
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, **Tanzania Shilling Sixty Four Million Four Hundred Fifteen Thousand Only (TZS 64,415,000) VAT exclusive**, the

Response and Recovery Plan (TCRP Program) (hereinafter called "**the goods**") 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 delivery, the sum of **Tanzania Shilling Sixty Four Million Four Hundred Fifteen Thousand Only (TZS 64,415,000) VAT exclusive**, at the times and in the manner prescribed by the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the delivery of the pipes and the remedying of defects wherein the Contract Price as follows:
  - a) 30% advance payment upon submission of Advance payment guarantee
  - b) 70% payment; shall be made after delivery, inspection and acceptance of the goods.
6. The Contract price shall be paid in Tanzanian Shillings as stipulated under Clause 19 of the SCC.
7. The contract shall be executed for the period of **Thirty (30) days** which shall immediately commence from the date of signing the contract.


**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:   
Name: FRANK J. CHANGAWA  
Title: MANAGING DIRECTOR  
Date: 23/03/2022  
Seal: .....




**In the presence of:**

Signature:   
Name: Goodlove P. Kyargale  
Title: Advocate  
Date: 23/03/2022  
Seal: .....

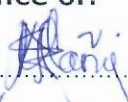


**FOR AND ON BEHALF OF THE SUPPLIER:**

Signature:   
Name: MUSA ATUMANI  
Title: Ag. CFO  
Date: 23/03/2022  
Seal: .....



**In the presence of:**

Signature:   
Name: NEEMA MANJAGA  
Title: SALES OFFICER  
Date: 23/03/2022