



CONTRACT

BETWEEN

BABATI URBAN WATER SUPPLY AND SANITATION AUTHORITY

**AND
PIPE INDUSTRIES CO.LIMITED**

CONTRACT TYPE: FIXED PRICE CONTRACT

IDENTIFICATION NO. AE/030/2021-2022/G/35

FOR

**PROCUREMENT OF PIPES FOR IMPROVEMENT OF WATER SUPPLY AT
BASHNET ZONE UNDER FIGHTING AGAINST COVID - 19**

NOVEMBER 2021

FORM OF CONTRACT

43

Form of Contract

THIS AGREEMENT made the day of 29th November, 2021 between Babati Urban Water Supply and Sanitation Authority of Tanzania (hereinafter called "the Buyer") of the one part and Pipe Industries Co. Limited (hereinafter called "the Supplier") of the other part : WHEREAS the Procuring Entity invited tender for procurement of pipes for improvement of water supply at Bashnet zone , and has accepted a Bid by the Supplier as stipulated in the bid data sheet and Special Condition of Contract.

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, viz.:

- (a) Form of Contract
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Letter of Acceptance
- (e) Certificate of Contract Commencement
- (f) Specifications,
- (g) Contractor's tender
- (h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the contract price for the contract sum of Tzs. 646,881,458.92 in words (Tanzania shillings six hundred forty six million eight hundred eight one thousand four hundred fifty eight ninety two cents only) VAT inclusive, including transportation, on loading and off-loading of HDPE pipes at final named destination, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity 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 for and on behalf of Babati Urban Water Supply and Sanitation Authority (BAWASA):

Name: Iddy Yavadi Msuya

Designation: Managing Director

Signature: [Signature]

Date: 29/11/2021

MANAGING DIRECTOR
BABATI URBAN WATER SUPPLY
AND SANITATION AUTHORITY
BAWASA

Official Seal

Witness to the signature of BAWASA:

Name: CUSEPA ODONGO

Designation: LEGAL OFFICER

Signature: [Signature]

Date: 29/11/2021

Signed, sealed, delivered for and on behalf of Pipe Industries Co. Limited:

Name: IGNAS MAFIA

Designation: SALES EXECUTIVE

Signature: [Signature]

Date: 29/11/2021

PIPE INDUSTRIES CO. LTD
P. O. Box 16541
DAR ES SALAAM

Official Seal

Witness to the signatures of the Pipe Industries Co. Limited:

Name: TWALIBU ATHUMANI TWALIBU

Designation: SALES EXECUTIVE

Signature: [Signature]

Date: 29/11/2021

[Handwritten mark]

SPECIAL CONDITION OF CONTRACT

2/1/08

Table of Clauses

	Sec IV
1. Definitions	1
2. Application	2
3. Governing Language	2
4. Applicable Law	2
5. Country of Origin	2
6. Standards	3
7. Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania	3
8. Patent Rights	3
9. Performance Security	4
10. Inspections and Tests	4
11. Packing	5
12. Delivery and Documents	5
13. Insurance	5
14. Transportation	6
15. Incidental Services	6
16. Spare Parts	7
17. Warranty	7
18. Payment	8
19. Prices	8
20. Change Orders	9
21. Contract Amendments	9
22. Assignment	9
23. Subcontracts	10
24. Delays in the supplier's Performance	10
25. Liquidated Damages	10
26. Termination for Default	10
27. Force Majeure	12
28. Termination for Insolvency	12
29. Termination for Convenience	12
30. Disputes	13
31. Procedure for Disputes	13
32. Replacement of Adjudicator	13
33. Limitation of Liability	13
34. Notices	14
35. Taxes and Duties	14

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: Babati Urban Water Supply and Sanitation Authority
2.	1.1(j)	The Supplier is: Pipe Industries Co. Limited
3.	1.1(q)	The Project is: Procurement of pipes for improvement of water supply services at Bashnet zone
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: <i>ENGLISH</i>
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: <i>Laws of the Tanzania</i>
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is: Tanzania
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>10%</i>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.N/A



	Inspections and Tests (GCC 11)	
9.	11.1	<p>Inspection and tests will be conducted;</p> <p>At client's premises after delivery and arrival of consignment at client final destination but the supplier shall submit the inspection certificate issued by himself which should be attached with the certificate of the manufacturer to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract. In case of noncompliance with the specification the supplier's obligation will be to incur every cost of rejected goods. i.e removal of goods at Clients premises.</p>
	Packing (GCC 12)	
10.	12.2	The following SCC shall supplement GCC 12.2: N/A
	Delivery and Documents (GCC 13)	
11.	13.1	For Goods supplied from abroad: N/A
12.	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturers or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.

		The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC 14)	
13.	14.1	The Insurance for imported goods shall: N/A
	Incidental Services (GCC 16)	
14.	16.1	Incidental services to be provided are: After Sales Services
	Spare Parts (GCC 17)	
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within one week (1) from the date of placing an order.
	Warranty (GCC 18)	
16.	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be 8640 hours of operation or 12 Months from date of acceptance of the Goods or (12) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or

		(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 30 days
	Payment (GCC 19)	
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied shall be affected after full delivery of goods as follows:</p> <p>(i) On Acceptance: 100% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment shall be made in: <i>[Tanzanian Shillings]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall: N/A.
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC : N/A
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: <i>0.1 Per Cent per Day</i>

		<p>Maximum deduction: is equal to the performance security.</p> <p><i>Note:0.1 to 0.2 per cent per day of undelivered materials/good's value.</i></p>
	<p>Procedure for Dispute Resolution (GCC 32)</p>	
23.	32.3	<p>Arbitration institution shall be "Tanzania Institute of Arbitrators"</p> <p>Place for carrying out Arbitration will be named by: "Tanzania Institute of Arbitrators"</p>
24.	33.1	<p>Appointing Authority for the Adjudicator: "Tanzania Institute of Arbitrators"</p>
	<p>Notices (GCC 35)</p>	
26.	35.1	<p>– PE's address for notice purposes:</p> <p>Babati Urban Water Supply and Sanitation authority BAWASA Headquarter, Plot No.83, Block BB, Miyomboni street, Adjacent to TRA Regional office Manyara P.O.BOX 245 BABATI, MANYARA Email: info@bawasa.or.tz, godwin.haama@bawasa.or.tz Tel:+255 27 2510004, Mobile: +255 676 609 365</p> <p>– Supplier's address for notice purposes: Pipe Industries Co. Limited P.O.BOX 16541 DAR ES SALAAM,, Email: mafita@picl.co.tz Tel:+255 715310406</p>

SUPPLIERS BID



Schedule of Requirements


The delivery schedule expressed as (14) Fourteen as stipulates hereafter a delivery period

(i) At the named project site which is Bashnet

The Procurement Entity has taken into account the additional time that will be needed for national transit to the Project Site:

No	Description	Unit	Qty	Rate	Amount
1	Transmission Main Hdpe 160mm PN 16	Mtrs	5000	54,692.14	273,460,687.50
2	Distribution Main Hdpe 160mm PN 12	Mtrs	3500	51,022.13	178,577,437.50
3	Distribution Main Hdpe 110mm PN 12	Mtrs	3000	21,393.49	64,180,462.50
4	Distribution Main Hdpe 50mm PN 12	Mtrs	4200	4,464.88	18,752,510.70
5	Distribution Main Hdpe 25mm PN 12	Mtrs	10500	1,260.34	13,233,528.00
	Sub Total				548,204,626.20
	VAT 18 %				98,676,832.72
	Grand Total VAT inclusive, including transport to the named final destination				646,881,458.92
Total Amount in TZS.(in words)		Six Hundred Forty Six Million Eight Hundred Eighty One Thousand Four Hundred Fifty Eight ninety Two Cents VAT Inclusive			
The delivery period shall be:		14 days from date of LPO			

Name *Ignas Mafita* in capacity of Sales Executive

Signature of tenderer, 

Duly authorizd to sigh the tender for and behaif of Pipes Industries Co Ltd

Dated on 25th day of November 2021

PIPE INDUSTRIES CO. LTD
P. O. Box 16541
DUBAË SALAAM

