

MBEYA WATER SUPPLY AND SANITATION AUTHORITY



MBEYA WSSA

CONTRACT FOR SUPPLY OF WATER PIPES FOR NZOVWE
IYELA TRANSMISSION LINER WATER PROJECT
BID No. AE/037/2021-2022/G/18

BETWEEN

MBEYA WATER SUPPLY & SANITATION AUTHORITY
(MBEYA - WSSA)

AND

M/s. PIPE INDUSTRIES CO. LTD. P.O.BOX 16541, DAR ES SALAAM

NOVEMBER, 2021

FORM OF CONTRACT

THIS CONTRACT is made this 23rd..... day of ~~November~~ 2021

Between

Mbeya Water Supply and Sanitation Authority (Mbeya UWSA) of P.O.BOX. 2932, Mbeya (hereinafter called "the Purchaser") of the one part

And

M/s Pipe Industries Ltd P.o.Box. 16541, Dar es Salaam (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited tender for provision of services, viz., Supply of Water Pipes for Nzovwe - Iyela Transmission Line has accepted a tender by the Supplier for the services *in the sum of Tanzania Shillings Five Hundred Eleven Million, Four Hundred Fifty Five Thousand, Six Hundred Fifty Six Shillings and Twenty Five Cents (Tshs. 511,455,656.25), VAT Exclusive* (hereinafter called "the Contract Price").



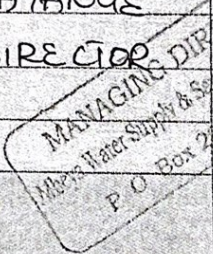
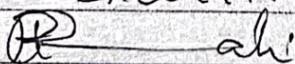
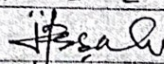
NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz: -
 - i) This Form of Contract;
 - ii) Letter of Acceptance;
 - iii) Quotation Form
 - iv) Engineering Cost Estimates
 - v) General Conditions of the Contract; and
 - vi) Special Conditions of the Contract.
3. All the aforesaid documents are hereinafter referred to as 'the Contract' and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.
4. 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 execute and complete the Services in conformity, in all respects, with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Services, the sum of *Tanzania Shillings six Hundred and three Million, five Hundred seventeen Thousand, Six Hundred seventy four Shillings and thirty eight cents Only (Tshs. 603, 517,674.38), VAT Inclusive* hereinafter referred to as the "Contract Price", at the times and in the manner prescribed by the Contract.
6. This Contract is valid for **Two (2) Months** from the date of signing. The expected completion date is 22nd / JANUARY / 2022

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 Procuring Entity:		In the presence of:			
Name: CPA GILBERTI KAYANGE		Name: ADV SIMON BUKUKU			
Title: MANAGING DIRECTOR		Title: PRINCIPAL LEGAL OFFICER			
Signature: 		Signature: 			
Date: 23/11/2021		Date: 23/11/2021			
					
		For and on behalf the Supplier:		In the presence of:	
		Name: HUSSEIN CHUMA		Name: IGNAS MAFITA	
		Title: SALES EXECUTIVE		Title: SALES EXECUTIVE	
		Signature:  ali		Signature: 	
Date: 23/11/2021		Date: 23/11/2021			

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