

FORM OF CONTRACT

This Contract is made the14.....day ofDECEMBER.....2021.

Between

The Rural Water Supply and Sanitation Agency (RUWASA), Katavi Region having its physical address near Lake Tanganyika basin office at P.O. Box 28 **Katavi, Tanzania** (hereinafter called "**the Employer**") of the one part;

And

MONMAR AND SONS BUILDING AND CIVIL ENGINEERING CO. having its principal place of business at P.O.BOX 726, Tabora, (hereinafter called "**the Contractor**") of the other part.

Both the Employer and the Contractor shall collectively and jointly be known as "**Parties**".

WHEREAS:

- (a) The Employer is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Contractor is a Class four local Company registered under the Laws of Tanzania which is responsible for Civil Works;

The Employer invited Tenders for **Construction** of Ikondamoyo Water Supply Scheme At Nsimbo Dc And Mwamkulu Water Supply Scheme at Mpanda Mc and Water Supply Project In Sibwesa Water Supply Scheme to Isengule Village and Subvillages Isigo and Kajinga in Ikola Village Nsimbo and Mpanda Dc - Katavi Region

- (c) under the terms and conditions set forth in this Contract; and

The Contractor having represented to The Employer that it has the required professional skills, expertise and technical resources, The Employer through the Letter of Notification of Award of Tender with Ref.No. RUW/KAT/MA.4/51/01/VOLL.III/29 **dated 11, December, 2021** awarded a Tender to the Contractor at the contract sum of negotiated price of **Tanzanian Shillings Six Hundred Eighty Four Million Seven Hundred Sixty Four Thousand Fifty Three and Sixty cents only (Tshs. 684,764,053.60), VAT inclusive.** (Hereinafter referred to as "the Contract Price"). The work to be completed within One Hundred Twenty (120) days (hereinafter called "Contract Period").

The Procuring Entity is processing VAT exemption for this Contract therefore after completion of the process you will be notified either VAT Exemption is accepted or not, once accepted the contract amount will without VAT.

NOW THEREFORE the Parties hereby agree 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 referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:

- (a) Form of Contract;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract;
- (d) Notification of Award of Tender;
- (e) Letter of Acceptance;
- (f) Price Schedule (BOQ);
- (g) Anti – bribery Memorandum;
- (h) Technical Specifications;
- (i) Drawings; and,
- (j) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney; And
 - (iii.) Minutes of Negotiation Meeting.

In consideration of the payments to be made by The Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with The Employer to **execute the proposed** of Construction of Ikondamoyo Water Supply Scheme At Nsimbo Dc And Mwamkulu Water Supply Scheme at Mpanda Mc and Water Supply Project In Sibwesa Water Supply Scheme to Isengule Village and Subvillages Isigo and Kajinga in Ikola Village Nsimbo and Mpanda Dc - Katavi Region (**hereinafter called "the Works"**) and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works for the sum of negotiated price of **Tanzanian Shillings Si**

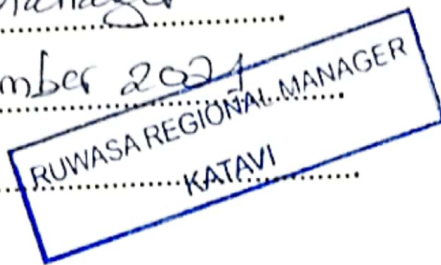
Hundred Eighty Four Million Seven Hundred Sixty Four Thousand Fifty Three and Sixty cents only (Tshs. 684,764,053.60), VAT inclusive at the times and in the manner prescribed in this Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price as follows:
 - a) 20% Advance Payment; and shall be paid to the contractor not later than **30 Days after submission of a claim supported by an acceptable Bank Guarantee of the same amount;**
 - b) The rest of the payments shall be made upon submission and Acceptance of Certificate and it shall be paid to the Contractor within twenty-eight (28) days after the date of the acceptance certificate by The Employer
5. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 20 of the SCC.
6. The contract shall be executed for the period of **One Hundred and Twenty (120) days** which shall immediately commence from the date of site handling.

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 EMPLOYER:

Signature:
Name: Eng Peter R. Ngudulu
Title: Regional Manager
Date: 14th December 2021
Seal:

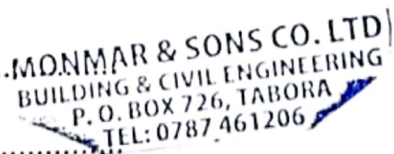


In the presence of:

Signature:
Name: Eng. Magdalena Mbeloni
Title: District Manager - Mpanda
Date: 14/12/2021

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature:
Name: Misayo B. NAWIA
Title: ENGINEER
Date: 14/12/2021
Seal:



In the presence of:

Signature:
Name: GERARD D. MCHIZO
Title: ENGINEER
Date: 14/12/2021