

## UNITED REPUBLIC OF TANZANIA MINISTRY OF WATER WANGING'OMBE WATER SUPPLY AND SANITATION AUTHORITY



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Contract Number

AE/083/2021-2022/HQ/G/11

FOR

IMPROVEMENT OF WATER SUPPLY SERVICE AT IGWACHANYA

LAU STORES GENERAL SUPPLIES P.O.BOX 354, **MAKAMBAKO** 

December 2021

## Form of Contract

THIS AGREEMENT made the 03 day of December 2021 between Wanging'ombe Water Supply and Sanitation Authority, P. O. Box 317 Makambako of Tanzania (hereinafter called "the PE") of the one part and LAU STORES GENERAL SUPPLIES, P.O Box 354, MAKAMBAKO of Tanzania (hereinafter called "the Supplier") of the other part

WHERE AS the PE invited for certain goods and ancillary service, viz, Improvement of Water Supply Service At Igwachanya and has been accepted a Tender by supplier for supply of those materials in the sum of 271,399,981.00 in words Tanzania shillings Two hundred seventy one million three hundred ninety nine thousand nine hundred eight one VAT exclusive (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—herein after referred to and;
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz: -
  - (a) This form of agreement.
  - (b) Letter of Acceptance
  - (c) Special Conditions of Contract
  - (d) General Conditions of Contract
  - (e) Negotiation minutes
  - (f) A Power of Attorney
  - (g) Specification
  - (h) Price schedule submitted by tendeler
  - (i) A performance security
- 4. 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.
- 5. 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 good and services and to remedy defects therein conformity in all respects, with the provisions of the Contract.
- 6. The PE hereby covenants to pay the supplier in consideration of the pervious goods and service and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contact at the times and in the manner prescribe by the contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Name Mussa O. MASASI
Signature
Title MANAGING DIRECTOR
Date 03.12.2021 MANAGING DIRECTOR WINGING OMBE WATER SUPPLY AND
Sealed SANITATION AUTHORITY
Witness to the signatures of the PE:
Name MICHAEC 1. MWENDA
Signature
Title TINAME MANAGER
Date 03.12. 2021
Sealed
Name LAWROUM PUWW MUMUNINAMIN' Signature LAM Title DIMICIAL
Title DINCUAL
Date (The Supplier)
Sealed Scaled Scaled
Witness to the Supplier:
Name OBADIA - VENTUCE - MIUMBILWA TAMBAKO
Signature
Title ASSISIANI
Date 03/12/2021

Sealed