



**CONTRACT NO. AE/102/2021-2022/GET/W/54**

**FOR**

**IMPROVEMENT OF WATER SERVICE AT USHIROMBO TOWN AT BUKOMBE  
DISTRICT IN GEITA REGION**

**BETWEEN**

**USHIROMBO WATER SUPPLY AND SANITATION AUTHORITY  
(The Employer)**

**AND**

**M/S. AFRICA ONER CO. LTD  
(The Contractor)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the.....20.....day of .....12....., 2021.

Between

**Ushirombo Water Supply and Sanitation Authority (UWSSA)**, having its physical address P.O. Box 2, **BUKOMBE**, Tanzania (hereinafter called "**the Procuring Entity**") of the one part;

and

**M/s. AFRICA ONER Co. LTD**, having its physical address of P.O.Box 35591, **Dar es Salaam**, Tanzania (hereinafter called "**the Contractor**") of the other part.

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

### WHEREAS:

- (a) The Procuring Entity 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 and Sanitation Agency and the provision of water supply and sanitation services in rural areas;
- (b) The Contractor is a Company registered under the Laws of Tanzania which is responsible for execution of Civil & building activities
- (c) The Procuring Entity invited Tenders for Improvement of Water Service at Ushirombo Town at Bukombe District in Geita Region, Tender No.AE-102/2021-2022/GET/W/54 under the terms and conditions set forth in this Contract; and The Contractor having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, the Procuring Entity through the Letter of Notification of Award of Tender with Ref. No. EA.261/305/02/61 dated 26th, November, 2021 awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings 437,882,609.85** [Four Hundred Thirty Seven Million, Eighty Hundred Eight Two Thousand, Six Hundred and Nine and Eight Cents] VAT inclusive, (hereinafter referred to as "**the Contract Price**").

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.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide 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 Contractor in consideration of the execution and completion of provision of goods and services, the sum of 437,882,609.85 [Four Hundred Thirty-Seven Million, Eighty Hundred Eight Two Thousand, Six Hundred and Nine and Eight Cents] VAT inclusive, at the times and in the manner prescribed in this Contract.
5. 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) **On acceptance and approved executed works: -**

- i. 15% Advance Payment; and shall be paid to the contractor not later than 30 Days after submission of a claim supported by an acceptable unconditional Advance Bank Guarantee of the same amount stated in SCC
  - ii. The certificate raised from executed works, in accordance with Contract Price, the works accepted and approved by Project Manager shall be paid within twenty-Eight (28) days upon submission of claim supported by the accepted certificate issued by the Employer.
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
7. The contract shall be executed for the period of **One Eighty (180) calendar days**, which shall immediately commence from the date of signing this 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 PROCURING ENTITY:**

Signature: ..... *[Signature]* .....  
Name: ..... *Gebruda Desgretu* .....  
Title: ..... *MD USHIROMBO* .....  
Date: ..... *20/12/2021* .....  
Seal: .....

**MANAGING DIRECTOR**  
**USHIROMBO URBAN WATER SUPPLY**  
**AND SANITATION AUTHORITY**  
P. O. Box 02  
BUKOMBE

**In the presence of:**

Signature: ..... *[Signature]* .....  
Name: ..... *James Benny* .....  
Title: ..... *Kaimu Menez BUNDA BUKOMBE* .....  
Date: ..... *20/12/2021* .....  
Seal: .....

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

Name: ADIDAS HIGIMA

Title: MANAGING DIRECTOR

Date: 20/12/2021

Seal: .....



In the presence of:

Signature: 

Name: DAMIR LAWRENCE

Title: SITE ENGINEER

Date: 20/12/2021

Seal: .....

