

FORM OF CONTRACT

This Contract is made the 10 day of January 2022.

Between

The Rural Water Supply and Sanitation Agency (RUWASA), having its physical address at NBC Bank, Mazengo Branch, Kuu Road, P.O. Box 412, 40473 **DODOMA**, Tanzania (hereinafter called "**The Employer**") of the one part;

And

LEOSTART ENGINEERING CO. LTD having its principal place of business at P. O. Box **60270**, Dar Es Salaam, (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;
- (c) The Employer invited Tenders for Construction Shizyuvi, Sangambi and Luhanga-Mpolo Water Supply Project in Mbeya, Chunya and Mbarali Dc - Mbeya Region, Tender No. **AE-102/2021-2022/HQ-C/W/51** under the terms and conditions set forth in this Contract; and
- (d) 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. AB.63/283/01B/06 dated **30th December, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings One Billion One Hundred Fifty-Four Million Nine Thousand Six Hundred Thirty-Seven and Sixty-Five Cent Only (TZS 1,154,959,637.65/=) VAT Inclusive**. (Hereinafter referred to as "**the Contract Price**"). The work to be completed within One Hundred Eighty (180) days (hereinafter called "**Contract Period**").

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.) Tender Securing Declaration;
 - (ii.) Registered Power of Attorney; And
 - (iii.) Minutes of Negotiation Meeting.
3. 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 Construction of Shizyuvi, Sangambi and Luhanga-Mpolo Water Supply Project in Mbeya, Chunya and Mbarali Dc - Mbeya Region (Construction of Water Intake, Storage Tank, Pump House, Excavation and Backfilling and Supply of three phase electricity to Pump House) (**hereinafter called "the Works"**) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of **Tanzanian Shillings One Billion One Hundred Fifty-Four Million Nine Thousand Six Hundred Thirty-Seven and Sixty-Five Cent Only (TZS 1,154,959,637.65/=) 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) 15% Advance Payment; and shall be paid to the contractor not later than **30 Days after submission of a claim supported by an acceptable Insurance Bond 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
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 20 of the SCC.
7. The contract shall be executed for the period of **one hundred and Eighty (180) 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:

Title:

Date:

Seal:

[Handwritten Signature]
Hans Patrick
Regional Manager
10/01/2022



In the presence of:

Signature:

Name:

Title:

Date:

[Handwritten Signature]
Sambue P. Sijabaje
District Manager
10/01/2022

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature:

Name:

Title:

Date:

Seal:

[Handwritten Signature]
JOHANNES HENRY MGOBI
MANAGING DIRECTOR
10/01/2022



In the presence of:

Signature:

Name:

Title:

Date:

Seal:

[Handwritten Signature]
MGOBI JOHANNES
PROJECT MANAGER
10/01/2022