## THE UNITED REPUBLIC OF TANZANIA

# MINISTRY OF WATER IRINGA WATER SUPPLY & SANITATION AUTHORITY (IRUWASA)



CONTRACT NO. AE/035/2021-22/W/27 FOR EXTENSION OF WATER SUPPLY SERVICES IN IRINGA MUNICIPALITY UNDER UVIKO 19 WATER SUPPLY PROJECT.

CONTRACTOR:

MANAGING DIRECTOR URSINO LIMITED P.O.BOX 75777 DAR ES SALAAM CLIENT:

MANAGING DIRECTOR IRUWASA P. O. BOX 570 IRINGA

### Form of Contract

This Agreement, made the 22<sup>ND</sup> day of November 2021between Iringa Urban Water Supply and Sanitation Authority, P.O.BOX 570, IRINGA (hereinafter called "the Employer") and URSINO LIMITED Ltd, P.O.BOX 75777, DAR ES SALAAM. (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes the Contract No. AE/035/2021-22/W/27 for Extension of Water Supply Services in Iringa Municipality (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tanzanian Shillings Four Hundred Ninety two Six Million Four hundred forty nine thousand four hundred and Zero Cents Only (Tzs. 492,449,400.00) VAT inclusive (hereinafter called "Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Form of Contract;
  - (b) the Form of Tender;
  - (c) the Price Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the General Conditions of Contract;
  - (f) the Special Conditions of Contract; and
  - (g) the Procuring Entity's Notification of Award;
  - (h) the acceptance letter from contractor
  - (i) the minutes of Negotiation
- 2. In consideration of the payments of the sum of Tanzanian Shillings Four Hundred Ninety two Six Million Four hundred forty nine thousand four hundred and Zero Cents Only (Tzs. 492,449,400.00) VAT inclusive (hereinafter called

"Contract Price") to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any 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 and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

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Was hereunto affixed in the presence of: For C. HIERA.
Signed, Sealed, and Delivered by the said
In the presence of: EDWIN Q. HOERA
Binding Signature of Employer FNG. DAVID PALLANGTO
The Common Seal of
Was hereunto affixed in the presence of: JULIUS BALARIA BALARIA
Signed, Sealed, and Delivered by the said HASSAN SAREVA ursinol
In the presence of: 1 Turius BALAMA
Binding Signature of Contractor