



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
DODOMA URBAN WATER SUPPLY AND
SANITATION AUTHORITY
(DUWASA)



CONTRACT No: AE/034/ HQ/2021-2022/G/22

For

SUPPLY AND INSTALLATION OF PUMPS AND COMPLETE DOSING TANK AT
NTYUKA CHIMALAA AND BAHU TOWN

BETWEEN

DODOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY (DUWASA)
[The Purchaser]

AND

M/S DAVIS & SHIRTLIFF,
[The Supplier]

NOVEMBER, 2021

Form of Contract

THIS AGREEMENT made the 26th day of November, 2021 between *DODOMA URBAN WATER SUPPLY AND SANITATION AUTHORITY (DUWASA)* P.O Box 431, Dodoma (hereinafter called "the Procuring Entity") of the one part

And

M/S DAVIS & SHIRTLIFF, P.O Box 4124, DODOMA for the contract price of TZS 65,520,250.00 in words Tanzanian shillings sixty-five million five hundred twenty thousand two hundred fifty only 18% VAT Exclusive (Hereinafter called "the Supplier") of the other part:

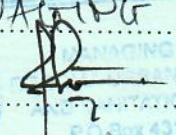
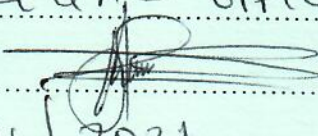


WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz., **SUPPLY AND INSTALLATION OF PUMPS AND COMPLETE DOSING TANK AT NTYUKA CHIMALAA AND BAHU TOWN** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of TZS 65,520,250.00 in words Tanzanian shillings sixty-five million five hundred twenty thousand two hundred fifty only 18% VAT Exclusive (Hereinafter called "the Contract Price"). The Contract period shall be six (6) months from the date of receipt of advance payment.

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Form of Contract,
 - (b) Letter of Acceptance,
 - (c) Minutes of negotiations
 - (d) General Conditions of LPO,
 - (e) Schedule of requirement and price
 - (f) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the 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 Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price of TZS 65,520,250.00 in words Tanzanian shillings sixty-five million five hundred twenty thousand two hundred fifty only 18% VAT Exclusive 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 hereto have caused this contract to be signed in their respective names as of the day and year first above written:

<p>SIGNED FOR AND ON BEHALF OF THE PROCURING ENTITY:</p> <p>Name: <u>ENG. ARON JOSEPH</u></p> <p>Designation: <u>MANAGING DIRECTOR</u></p> <p>Signature: </p> <p>Date: <u>26/11/2021</u></p> <p>In presence of:</p> <p>Name: <u>MOUB P. MGANDA</u></p> <p>Designation: <u>LEGAL OFFICER</u></p> <p>Signature: </p> <p>Date: <u>26/11/2021</u></p>	<p>ON BEHALF OF THE SUPPLIER:</p> <p>Name: <u>ERICK KALU</u></p> <p>Designation: <u>B/MANAGER</u></p> <p>Signature: </p> <p>Date: <u>26/11/2021</u></p> <p>In presence of:</p> <p>Name: <u>OCTAVIAN KALULU</u></p> <p>Designation: <u>SALES ENGINEER</u></p> <p>Signature: </p> <p>Date: <u>26/11/2021</u></p>
--	--

