



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
IRINGA WATER SUPPLY & SANITATION AUTHORITY
(IRUWASA)



**CONTRACT NO. AE/035/2021-22/W/28 FOR EXTENSION OF WATER
DISTRIBUTION SYSTEM AT ILULA**

CONTRACTOR:

MANAGING DIRECTOR
HUMBYA LIMITED
P.O.BOX 11106
DAR ES SALAAM

CLIENT:

MANAGING DIRECTOR
IRUWASA
P. O. BOX 570
IRINGA

Form of Contract

This Agreement, made the 22ND day of November 2021 between Iringa Urban Water Supply and Sanitation Authority, P.O.BOX 570, IRINGA (hereinafter called "the Employer") and Humbya Ltd, P.O.BOX 11106, 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/28 for Extension of Water Supply Services at Ilula (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 Five Hundred Thirty Six Million and Zero Cents Only (Tzs. 536,000,000.00) VAT inclusive (hereinafter called "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 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 the Negotiation Agreement..



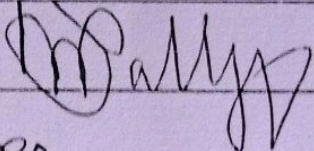
2. In consideration of the payments of the sum of Tanzanian Shillings Five Hundred Thirty Six Million and Zero Cents Only (Tzs. 536,000,000.00) VAT inclusive (hereinafter called "Contract Price") to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with 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.

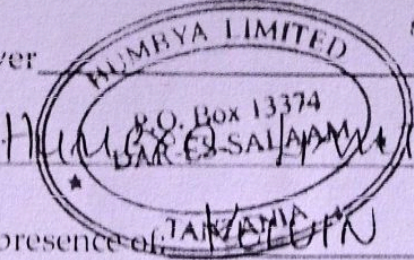
The Common Seal of _____

Was hereunto affixed in the presence of: FRANCOIS C. NYERWA

Signed, Sealed, and Delivered by the said _____


In the presence of: FRANCOIS C. NYERWA

Binding Signature of Employer FRANCOIS C. NYERWA

The Common Seal of HUMBYA LIMITED


Was hereunto affixed in the presence of: KELVIN RUMSHOBYA

Signed, Sealed, and Delivered by the said ADELLA J. MUSHIROZI

In the presence of: KELVIN RUMSHOBYA

Binding Signature of Contractor KELVIN RUMSHOBYA