

FORM OF CONTRACT

This Contract is made the.....^{28th}.....day of JANUARY....., 2022

Between

The Rural Water Supply and Sanitation Agency (RUWASA), having its physical address Along Karume Road, P.O. 412, GDODOMA, Tanzania (hereinafter called "**the Procuring Entity**") of the one part;

and

M/s. MBESSO CONSTRUCTION CO. LTD, having its physical address at Kahama, along Geita Road, P.O. Box 79660, **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

The Procuring Entity invited Tenders for **Construction of Water Infrastructures For Kanegere and Kagera Water Supply Scheme in Mbogwe and Construction of Bulangale, Nyahoeogo and Nundu Water Supply Scheme at Nyangh'wale District in Geita Region**, Tender No. AE-102/2021-2022/GET/HQ-C/W/07 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.261/305/4/53 dated January, 2022 awarded a Tender to the Contractor at the contract sum of Tanzanian Shillings **993,314,218.00** [Nine Hundred Ninety Three



Million, Three Hundred Fourteen Thousand Two Hundred Eighteen Only] 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:
 - (i.) Form of Contract;
 - (ii.) Letter of Acceptance;
 - (iii.) Minutes of Negotiation;
 - (iv.) Special Conditions of Contract;
 - (v.) General Conditions of Contract;
 - (vi.) Technical Specification;
 - (vii.) Drawings;
 - (viii.) Bill Of Quantities (BOQ);
 - (ix.) Contractor's Tender Form;
 - (x.) Registered Power of Attorney; and
 - (xi.) 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 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 **Tanzanian Shillings 993,314,218.00 [Nine Hundred Ninety Three Million, Three Hundred Fourteen Thousand Two Hundred Eighteen Only] VAT inclusive**, at the times and in the manner prescribed in this Contract.
5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of works and services and the remedying of defects therein in the manner



prescribed under Clause 18 of the SCC both for works supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:-
6. The modal of payment shall be 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.

7. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.

8. The contract shall be executed for the period of **One twenty (120) 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: 

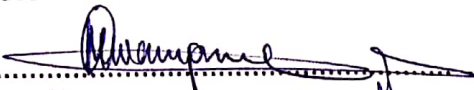
Name: ENG. JABIRI KAYILLA

Title: REGIONAL MANAGER -

Date: 28th JANUARY, 2022

Seal:

In the presence of:

Signature: 

Name: Eng. Moses C. Mwampungu

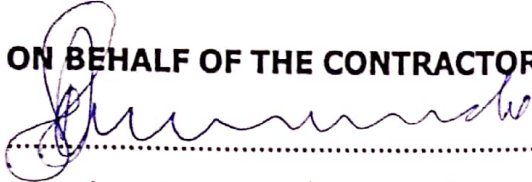
Title: District Manager





Date: 28/01/2022
Seal:

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: 

Name: ARNOLD MWASUMBI

Title: DIRECTOR

Date: 28.01.2022

Seal:

In the presence of: 1

Signature:

Name:

Title:

Date:

Seal:

