

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

M/S MAKE ENGINEERING AND WATER WORKS LTD having its principal place of business at **P. O. Box 12240**, 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 of Kifunda and Mpandapanda Water Supply Projects and Upgrading of Sinyanga Group Water Supply Scheme in Rungwe and Kyela Dc - Mbeya Region, Tender No. **AE-102/2021-2022/HQ-C/W/52** 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/07 dated **30th December, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Eight Hundred Million Fifty-Five Million Two Hundred Sixty Four Thousand Two Hundred Seventy Six and Nine Cent Only (TZS 855,264,276.90/=) 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 Kifunda and Mpandapanda Water Supply Projects and Upgrading of Sinyanga Group Water Supply Scheme in Rungwe and Kyela Dc - Mbeya Region (Construction of Water Intake, Storage Tank, Water Treatment Plant, Rehabilitation of Water Intake, and Excavation and Backfilling) (**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 Eight Hundred Million Fifty-Five Million Two Hundred Sixty-Four Thousand Two Hundred Seventy-Six and Nine Cent Only (TZS 855,264,276.90/=) 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: Hans Patrick

Title: Regional Manager

Date: 10/01/2022

Seal:



In the presence of:

Signature: 

Name: Tamy Senule

Title: District Manager / ayela

Date: 10/1/2022

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: 

Name: TIMOTHY HENRY MXHERELE

Title: MANAGING DIRECTOR

Date: 10/01/2021

Seal:



In the presence of:

Signature: 

Name: TANDA JOHN

Title: TECHNICAL DIRECTOR

Date: 10th Jan 2022.

Seal: