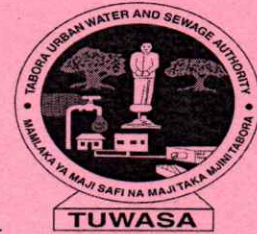




THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER



TABORA WATER SUPPLY AND SANITATION AUTHORITY
P.O.BOX 147, TEL. NO. 026 2605179, FAX NO. 026 2604593
E-mail maji@tuwasa.go.tz

CONTRACT DOCUMENT

(ORIGINAL)

CONTRACT NO: AE/047/HQ/2021-22/G/13

FOR

SUPPLY OF WATER METERS AT TUWASA IN TABORA REGION

Supplier
Junaco (T) Ltd
P. O. Box 77756
Dar es Salaam

Procuring Entity
TUWASA
P. O. Box 147
Tabora

October, 2021

FRAMEWORK AGREEMENT

THIS AGREEMENT made this 29TH day of OCTOBER, 2021 between **Tabora Water Supply and Sanitation Authority, P.O.Box 147 TABORA** (hereinafter "the Procuring Entity") of the one part and **Junaco(T) Ltd P.O.Box 77756 Dar es salaam** (hereinafter "the Supplier") of the other part;

WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz, **Supply of Water Meters at TUWASA head office in Tabora Region** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS. 443,360,692.50 (Tanzanian Shillings Four Hundred Forty Three Million Three Hundred Sixty Thousands Six Hundred Ninety Two Fifty Cent Only) VAT, Transportation Cost to Tabora and WMA charges inclusive.**(hereinafter called 'the Contract Price') The contract Implementations will be for the period up to 30th June, 2022

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 Contract referred to.
2. The following documents shall be deemed to form and read and construed as part of this Agreement, viz;
 - a) Letter of Acceptances
 - b) Form of Agreement
 - c) Negotiation Report
 - d) The form of Tender and the Price Schedule submitted by the Tenderer
 - e) The Schedule of Requirements
 - f) The Technical Specifications
 - g) The General Conditions of Contract
 - h) The Special Conditions of Contract
 - i) Power of Attorney
3. Conditions of Agreement
 - (i) The Supplier agrees to:-

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- a) Supply and deliver all the materials/services as set forth in the attached schedule at the rates and prices stated therein.
 - b) Remove from site at his own expenses any materials not in conformity with the approved sample.
 - c) Keep the Employee harmless against all claims arising by loss or damage to third parties.
 - d) Keep the Employee harmless against all claims arising under Employment Ordinance.
 - e) Handover the materials in good condition and in neat orderly stockpiles or as directed.
 - f) Be responsible for the safety of the materials until they are handed over to the Employer as stated.
- (ii) The Procuring Entity agrees to:-

Pay the amount quoted by the Supplier in accordance with the Special conditions of the Contract Clause No. 18: Payment.

The Employer reserves the right to:-

- a) Cancel the Agreement should the Supplier/Service provider fail to commence the work within fourteen days of receipt of the Call-Off-Order, and the Supplier/Service provider shall remain liable for any loss or damage sustained by the Procuring Entity.
- b) Determine the Agreement if the materials/service supplied is consistently not in conformity with the approved samples and the Supplier/service provider shall remain liable for any loss or damage sustained by the Procuring Entity.
- c) Terminate the Contract should the Supplier/service provider fail to proceed with due diligence and the Supplier/service provider shall remain liable for any loss or damage sustained by the Procuring Entity.
- d) Require the Supplier/Service Provider to provide a cash deposit as a guarantee of satisfaction where applicable, the deposit to be refunded to the Supplier on satisfactory completion of the Contract, otherwise to be forfeited to the supplier.

Disputes

Any matters in dispute between the parties to this agreement arising out of the agreement shall be submitted to the arbitration of a single Arbitrator appointed in accordance with Cap. 15 of the Laws of Tanzania.

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FOR

SUPPLY OF WATER METERS AT TUWASA IN TABORA REGION

Reference is made to Contract No. **AE/047/HQ/2021-22/G/13** for **Supply of Water Meters at TUWASA in Tabora Region** by and between the undersigned parties, that is **Tabora Water Supply and Sanitation Authority – TUWASA** of **P. O. Box 147 Tabora** (hereinafter called the “Procuring Entity”) and, on the other hand **Junaco (T) Ltd** of **P. O. Box 77756 Dar es salaam** (Hereinafter called the “Supplier”)

BE IT KNOWN, for good consideration, Pursuant to clause 18 of General Condition of the above referred Main Contract, the parties made the following additions or charges of Section IV Schedule of Requirement of the said Contract as contained therein which shows the Schedule of Requirements and Section VII which shows Special Conditions of the Contract (Cause 18)

- 1) The procuring entity make changes on form of Agreement, the contract Amount shall change from **Tzs.443,360,692.50** to **Tzs.513,360,692.50** where of **Tzs. 70,000,000.00 without VAT** shall be paid under the fund of **COVID – 19 Projects** and shall be **VAT Exempted** and **Tzs.443,360,692.50 With VAT** shall be paid under TUWASA own fund.
- 2) The Procuring Entity make changes on Schedule of Requirement and Price Schedule by additional requirements Funded by **COVID – 19 Projects** from those funded by **TUWASA own fund** as seen in table below;

Table No.1: Water Meters for Implementations of COVID – 19 Projects

S/N	Descriptions	Size	Unit	QTY	Unit Price	TOTAL PRICE
1	Supply of Water Meters	1/2"	PCs	1,000	60,000.00	60,000,000.00
WMA Charges @ 10,000 x 1000 PCs						10,000,000.00
TOTAL PRICE WITHOUT VAT						70,000,000.00

- 3) The Procuring Entity make changes on Special Conditions of the Contract by adding Clause number 18.2 on terms of Payment where the payment of **Tzs. 70,000,000.00 without VAT** for this Addendum shall be made under the fund of **COVID – 19 Projects** and shall be **VAT Exempted**.
- 4) The Procuring Entity make changes on **Special Conditions of the Contract** on terms of Payment where the payment of **Tzs. 70,000,000.00 without VAT** for this Addendum shall be made under the fund of **COVID – 19 Projects** and **Tzs.443,360,692.50 VAT Inclusive** for the main Contract shall be paid under TUWASA own fund.

This **ADDENDUM** is an integral part of the Contract number **AE/047/HQ/2021-22/G/13** of **29th October, 2021** for **Supply of Water Meters at TUWASA in Tabora Region** other conditions of contract remain unchanged.

IN WITNESS, the Parties hereto have caused this addendum to be signed in their respective names as of the day and year first above written.

Procuring Entity

1. **SEALED** with the Common Seal of the Official stamp

Tabora Water Supply and Sanitation Authority (TUWASA)
P.O.Box 147
TABORA

Signature: _____

Name: Engi Mayunga Kashilimu

Title: Acting Managing Director

Date: 19/11/2021



Supplier

2. **SEALED** with the Common Seal of the Official stamp

Junaco (T) Ltd
P.O.Box 77756
DAR ES SALAAM

Signature: _____

Name: NAIMA NINGA

Title: PROCUREMENT MANAGER

Date: 19/11/2021

