



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WATER

SINGIDA URBAN WATER SUPPLY AND SANITATION AUTHORITY

**CONTRACT FOR SUPPLY OF WATER METERS FOR IMPROVEMENT OF
WATER SUPPLY SERVICES AT MANYONI, SINGIDA AND KIOMBOI TOWN
THROUGH COVID 19 FUND PROJECT**

CONTRACT NO. AE /043/2021/2022/G/25-LOT 3

BETWEEN

**SINGIDA URBAN WATER SUPPLY AND SANITATION AUTHORITY
(SUWASA) OF P.O BOX 174, SINGIDA, TANZANIA**

(The Client)

AND

**M/S FMK GENERAL MERCHANT OF P.O.BOX 43041
DAR ES SALAAM, TANZANIA**

(Supplier)

MAY , 2022

FORM OF CONTRACT

CONTRACT FO SUPPLY OF DOMESTIC WATER METERS (DN 15)

This Agreement is made this 17 day of May, 2021

BETWEEN

SINGIDA URBAN WATER SUPPLY AND SANITATION AUTHORITY, P.O Box 174, Singida (hereinafter called "the Client") on one hand.

AND

M/S FMK GENERAL MERCHANT OF P. O BOX 43041,DAR ES SALAAM, TANZANIA (hereinafter called "the Supplier") of the other part.

WHEREAS the Client is desirous that the supplier to carry out service of supplying of water meters to Client at the Client's Office or at any point as designated by the Client (*hereinafter* called "the service") and the Client has accepted the Contract by the supplier for the execution and completion of such service and the remedying of any defects therein in the sum of **Tzs 59,940,000= VAT exclusive** (hereinafter called "Contract Price").

NOW THIS AGREEMENT WITNESSES 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.
2. In consideration of the payments to be made by the Client to supplier as hereinafter mentioned, the supplier hereby covenants with the Client to execute and complete the Service and remedy any defects therein in conformity in all respect with the provisions of the Contract.
3. The Client hereby covenants to pay the supplier in consideration of the execution and completion of the Service 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.
4. The supplier having presented to the Client that has the required skills, personnel and resources has agreed to perform the service on the terms and conditions set forth in this contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year as hereunder written.

For and on behalf of the Client

SINGIDA URBAN WATER SUPPLY AND SANITATION AUTHORITY

Signature: *Sebastian*

Name: SEBASTIAN V. WARUBA

Title: Managing Director

MANAGING DIRECTOR (G)
SINGIDA URBAN WATER & SEWAGE AUTHORITY

In the presence of

Signature: *Fatima*

Name: FATIMA A. MMBAGA

Title:

For and on behalf of the Supplier

M/S FMK GENERAL MERCHANT

Signature: *Frank*

Name: FRANK KINKUTIA

Title: MANAGING DIRECTOR

FMK GENERAL MERCHANT
P.O. Box 14324 DAR-ES-SALAM
TANZANIA
Tel: +255 71003325
Fax: +255 71003325
Email: frank.kinkuti@fmk.co.tz

In the presence of

Signature: *Selwa*

Name: SELWA MMBAGA

Title: MARKETING OFFICER