



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
ARUSHA URBAN WATER SUPPLY AND
SANITATION AUTHORITY



CONTRACT

BETWEEN

ARUSHA URBAN WATER SUPPLY AND SANITATION AUTHORITY

AND

M/S ALTERNATIVE SOLUTION LTD

FOR

SUPPLY OF $\frac{3}{4}$ WATER METER FOR KARATU URBAN WATER AUTHORITY UNDER
COVID -19 DEVELOPMENT PLAN PROJECT

CONTRACT NO:AE/029/2021-22/G/50A

FORM OF CONTRACT

THIS CONTRACT is made on the 22nd day of NOVEMBER, 2021

BETWEEN

ARUSHA URBAN WATER SUPPLY AND SANITATION AUTHORITY P.O Box 13600, ARUSHA, (hereinafter called "the Purchaser") of the one part

AND

M/S ALTERNATIVE SOLUTION LTD P.O.BOX 34695 DAR ES SALAAM registered under the Companies Act [Cap 212, R.E 2002], and (Hereinafter called "the Supplier") of the other part

WHEREAS the Purchaser invited Tenders for Supply of ¾ water meter for Karatu Urban Water Authority under COVID – 19 development plan project, tender number AE/029/2021-22/G/50 and has accepted a Tender for by letter with reference number AUWS/S.20/7/12/VOL.V/50A dated 22nd November, 2021.


NOW THIS AGREEMENT WITNESSETH 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 part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) This form of contract;
 - (b) The Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) The Schedule of Requirements;
 - (d) The Technical Specifications;
 - (e) The Special Conditions of Contract;
 - (f) The General Condition of Contract;
 - (g) The Purchaser's Letter of Acceptance; and
 - (h) Performance security;
 - (i) The Special Power of Attorney.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser supplying of ¼ water meters for Karatu Urban Water Authority under COVID -19 development plan as per schedule of requirement and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of supplying of Fittings Improvement of Water Supply to Peri Urban Water Network the remedying of defects therein, the Contract Price of TZS 58,981,500.00 Excluding VAT (Tanzania Shillings fifty eight million nine hundred eighty one thousand five hundred only) as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. This contract is valid from for Twelve Months from date of signing.

IN WITNESS whereof the parties here to have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF
OF THE PRUCHASER

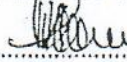

 Signature
 (Name) Eng. Justine G. Rujomb
 (Occupation) MD
 Date: 22/11/2021

ORGANIZATION SEAL

In the presence of



 Signature
 (Name) Alexander Saka
 (Occupation) Head of legal Unit
 Date: 22/11/2021

ON BEHALF OF THE SUPPLIER:


 Signature
 (Name) Eng. Kassim Mushi
 (Occupation) Technical Manager
 (Address) 14189 DSM
 Date: 22/11/2021

SUPPLIER/ COMPANY SEAL

In the presence of


 Signature
 (Name) Eng. Elizabeth Mwanay
 (Occupation) Engineer
 (Address) 14189 DSM
 Date: 22/11/2021

