



**CONTRACT NO. AE - 102/2021-2022/KGR/W/62**

**FOR**

**CONSTRUCTION OF MURONGO WATER SUPPLY PROJECT IN KYERWA  
DISTRICT-KAGERA REGION**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY\_(RUWASA)  
(The Employer)**

**AND**

**M/S. KIBOGATE TANZANIA LIMITED,P.O.Box 1958,DAR-ES-SALAAM  
(The Contractor)**

**JANUARY, 2022**

## FORM OF CONTRACT

This Contract is made the **14<sup>th</sup> 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, **DODOMA**, Tanzania (hereinafter called "**The Employer**") of the one part;

And

**M/s. KIBOGATE TANZANIA LIMITED**, having its business address at P. O. Box 1958, **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 Five local Company registered under the Laws of Tanzania which is responsible for Civil works;
- (c) The Employer invited Tenders for Construction of Murongo Water Supply Project in Kyerwa District-Kagera Region, Tender No. **AE – 102/2021-2022/KGR/W/62** 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 Procuring awarded a Tender to the Contractor at the contract sum of **Tanzania Shilling 589,317,484.69 (Five Hundred Eighty Nine million Three Hundred Seventeen Thousand Four Hundred Eighty Four and Sixty Nine cents Only) VAT inclusive.** (Hereinafter referred to as "**the Contract Price**").

(e) The execution of works shall be performed and completed for the period within One Hundred and Fifty (150) 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) Letter of Acceptance;
  - (e) Price Schedule (BOQ);
  - (f) Anti – bribery Memorandum;
  - (g) Technical Specifications;
  - (h) Drawings; and
  - (i) APPENDICES
    - (i.) Forms of Securities;
    - (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 Murongo Water Supply Project in Kyerwa District-Kagera Region (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 **Tanzania Shilling 589,317,484.69 (Five Hundred Eighty Nine Million Three Hundred Seventeen Thousand Four Hundred Eighty Four and Sixty Nine cents Only) VAT inclusive. (Hereinafter referred to as "the Contract Price")**, 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 in the following manner:

15% Advance Payment **shall be issued upon submission of Unconditional Bank Guarantee.**

85% 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 of 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 Fifty (150) days** which shall immediately commence from the date of site handing over to the Contractor.

**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: *[Handwritten Signature]*

Name: *WARLOPOA GANYA*

Title: *REGIONAL MANAGER*



Date: 14.01.2022

Seal:

**In the presence of:**

Signature: *[Handwritten Signature]*

Name: *Eng. Shukrani Tungara*

Title: *District Manager*

Date: 14.01.2022

**FOR AND ON BEHALF OF THE CONTRACTOR:**

Signature: *[Handwritten Signature]*

Name: *CHRISTOPHER WILLIAM MUSM*

Title: *MANAGING DIRECTOR*

Date: 14.01.2022

Seal:



**In the presence of:**

Signature: *[Handwritten Signature]*

Name: *CHRISTOPHER-KOMBA*

Title: *OPERATIONS*

Date: 14.01.2022

Seal:

