

FORM OF CONTRACT

This Contract is made the08th.....day of12.....2021.

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 Procuring Entity**") of the one part;

And

M/s. DJN Kirenga General Supply Co. Ltd, having its physical address, P.O. Box 16328, Dar es Salaam, Tanzania (hereinafter called "**the Supplier**") of the other part.

Both the Procuring Entity and the Supplier shall collectively and jointly be known as "**Parties**".

WHEREAS:

- (a) The Procuring Entity 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 Supplier is a Company registered under the Laws of Tanzania which is responsible for Supplying, Installation and Commissioning of Pumps;
- (c) The Procuring Entity invited Tenders for Supply, Installation and Commission of Pumps for Construction of Water Supply Projects in Four (4) Regions - Mara, Simiyu, Kagera and Mwanza, Tender No. AE-102/2021-2022/HQ - C/G/09 under the terms and conditions set forth in this Contract; and
- (d) The Supplier having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, the Procuring Entity through the Letter of Notification of Award of Tender with **Ref. No. HA.34/279/01A/243** dated 01st December, 2021 awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Eight Hundred Fifty-Two Million Three Hundred Thirty-Seven Thousand Two Hundred Seventy Only (Shs. 852,337,270.00) VAT Exclusive.**

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) Schedule of Requirement and Technical Specifications;
 - (f) Supplier's Bid Submission Form and Price Schedule;
 - (g) Notification of Award of Tender;
 - (h) Anti-bribery Memorandum; and
 - (i) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney; and
 - (iii.) Manufacturers Authorization Form; and
 - (iv.) Minutes of Negotiation.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the execution and completion of provision of goods and services, the sum of **Tanzanian Shillings Eight Hundred Fifty-Two Million Three Hundred Thirty-Seven Thousand Two Hundred Seventy Only (Shs. 852,337,270.00) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of goods and services and the remedying of defects therein in the manner prescribed under Clause 18 of the SCC both for goods supplied from abroad and goods and services supplied from within the United Republic of Tanzania as follows:
 - a) **30%** Advance Payment;
 - b) **60%** After delivery to respective site;
 - c) **10%** After successful installation, Testing and Commissioning; and it shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
6. The contract shall be executed for the period of **Four (04) Months** which shall immediately commence after Receiving of Advance Payment and VAT Exemption.
7. Delivery of the consignment shall be done at the respective site as indicated in the Schedule of Material.

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 PROCURING ENTITY:

Signature: 

Name: CLEMENT KIVEGALO

Title: DIRECTOR GENERAL

Date: 08/12/2021

Seal:

In the presence of:

Signature: 

Name: GLORIA CHEGONI

Title: LEGAL SERVICES MANAGER

Date: 08/12/2021

FOR AND ON BEHALF OF THE SUPPLIER:

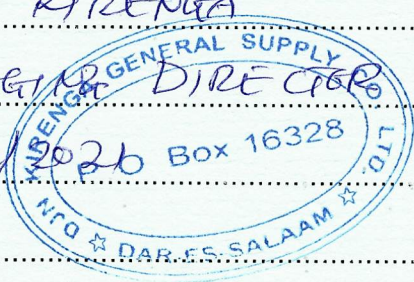
Signature: 

Name: DAVID KIRENGA

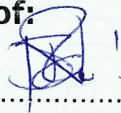
Title: MANAGING DIRECTOR

Date: 08/12/2021

Seal:



In the presence of:

Signature: 

Name: JOYCE EMMAUEL NDAMBOLA

Title: FINANCE DIRECTOR

Date: 08/12/2021

Seal: