



**CONTRACT NO. AE-102/2021-2022/HQ-C/W/08**

**FOR**

**CONSTRUCTION OF NYAMLENGE (NEGABIHI) AND IKENGEZA WATER SUPPLY  
SCHEME IN IRINGA DISTRICT IRINGA REGION**

**BETWEEN**

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

**AND**

**M/s GHMS CONTRACTORS CO. LIMITED**

**(Contractor)**

**JANUARY, 2022**



## FORM OF CONTRACT

This Contract is made the ...04th... 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, 40473 DODOMA, Tanzania (hereinafter called "**The Employer**") of the one part;

And

**GNMS CONTRACTORS CO. LIMITED**, having its physical address at Kibwabwa street, Kitwiru P.O. Box 107, **IRINGA**, Tanzania (hereinafter called "**CONTRACTOR**") of the one part.

Both The Employer and the Supplier 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 Contactor is a **Class One** Local Company registered under the Laws of Tanzania which is responsible for Civil Works.

The Employer invited Tenders for **Construction of Nyamlenge (Negabihi) and Ikengeza Water Supply Scheme in Iringa District Iringa Region** Tender No. **AE-102/2021-2022/HQ-C/W/08** - under the terms and conditions set forth in this Contract; and

- (c) The Contractor having represented to The Employer that it has the required professional skills, expertise and technical resources, the Employer through the Letter of Notification of Award of Tender with Ref. No. **CMA.4/51/1C/11** dated **December 21<sup>st</sup>, 2021**, awarded a Tender to the Supplier at the contract sum of **Tanzanian Shillings Five Hundred Forty Five Million Five Hundred Eighty Six Thousand Five Hundred Twenty Two and Eighty Eight Cent Only (TShs. 545,586,522.88.00) VAT exclusive** (Hereinafter referred to as "**the Contract Price**").

**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) Notification of Award of Tender.
- (e) Letter of Acceptance.
- (f) Price Schedule (BOQ).
- (g) Anti – bribery Memorandum.
- (h) Technical Specifications.
- (i) Drawings; and,
- (j) APPENDICES
  - (i.) Forms of Securities.
  - (ii.) Registered Power of Attorney; And
  - (iii.) Minutes of Negotiation Meeting.

3. 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 as follows:
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of **Tanzanian Shillings Five Hundred Forty Five Million Five Hundred Eighty Six Thousand Five Hundred Twenty Two and Eighty Eight Cent Only (TShs. 545,586,522.88.00) VAT exclusive**, 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 as follows:
  - a. 15% Advance Payment; and shall be paid to the contractor not later than **30 Days after submission of a claim supported by an acceptable Bank Guarantee of the same amount.**
  - b. The rest 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 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 Eighty (180) days** which shall immediately commence from the date of site handling.

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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: [Signature]

Name: ENG. JOYCE A. BAHATI

Title: REGIONAL MANAGER - RUWASA

Date: 04.01.2022

Seal: .....



**In the presence of:**

Signature: [Signature]

Name: Masoud Samir

Title: DM

Date: 04.01.2022

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

Signature: [Signature]

Name: Eng. JOSEPHAT TWEVE

Title: SITE AGENT

Date: 4/01/2022

Seal: .....



**In the presence of:**

Signature: [Signature]

Name: GOODLUCK S. LUKUMAY

Title: ACCOUNTANT

Date: 04/01/2022

Seal: .....



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**CONTRACT NO. AE-102/2021-2022/HQ-C/W/10**

**FOR**

**CONSTRUCTION OF IHOMASA PUMPING WATER SUPPLY SCHEME AND  
UOLE WATER SUPPLY SCHEME MUFINDI DISTRICT - IRINGA REGION**

**BETWEEN**

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

**AND**

**M/s FESA BUILDING AND CIVIL CONSTRUCTION CO. LTD  
JV  
M/s SAMA CONSTRUCTION CO LTD  
(Contractor)**

**JANUARY, 2022**



## FORM OF CONTRACT

This Contract is made the .....17<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 Fesa Building and Civil Construction Co. Ltd, P.O. Box 11, Iringa Joint Venture with M/s Sama Construction Co Ltd, Tanzania (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 Contactor 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 Ihomasa Pumping Water Supply Scheme and Ulole Water Supply Scheme Mufindi District - Iringa Region Tender No. AE-102/2021-2022/HQ-C/W/10 - 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 Employer through the Letter of Notification of Award of Tender with Ref. No. CDB.21/231/02/12 awarded a Tender to the Supplier at the contract sum of Tanzanian Shillings Five Hundred Ninety Nine Million Four Hundred Sixty Five Thousand Three Hundred Seventy (TSH: 599,465,370 VAT Inclusive) (Hereinafter referred to as "the Contract Price"). The work to be completed within One Hundred Eighty (180) days (hereinafter called "Contract Period").

NOW THEREFORE the Parties hereby agree as follows:

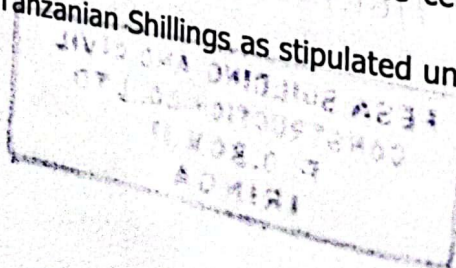
1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part to this contract, and shall be taken as complementary 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) Notification of Award of Tender.
- (e) Letter of Acceptance.
- (f) Price Schedule (BOQ);
- (g) Anti - bribery Memorandum.
- (h) Technical Specifications.
- (i) Drawings; and,
- (j) APPENDICES
  - (i.) Forms of Securities;
  - (ii.) Registered Power of Attorney; And
  - (iii.) Minutes of Negotiation Meeting.

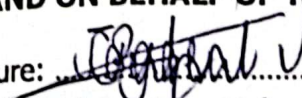
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the proposed Construction of Construction of Ihomasa Pumping Water Supply Scheme and Ulole Water Supply Scheme Mufindi District - Iringa for Ihomasa and Ulole Water Supply Project in Mufindi District (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 Tanzanian Shillings Five Hundred Ninety Nine Million Four Hundred Sixty Five Thousand Three Hundred Seventy (Tsh:599,465,370 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 as follows:
  - a) 15% Advance Payment, and shall be paid to the contractor not later than 30 Days after submission of a claim supported by an acceptable Bank Guarantee of the same amount.
  - b) The rest 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 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 Eighty (180) days which shall immediately commence from the date of site handling.


**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:**

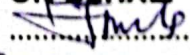
Signature:   
Name: ENG. JOYCE A. BAHATI  
Title: RM - RUWASA  
Date: 17/01/2022  
Seal: .....



**In the presence of:**


Signature:   
Name: Eng. Happiness Mushi  
Title: RUWASA DISTRICT MANAGER  
Date: 17/01/2022

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

Signature:   
Name: FREDRICK CHENGULA  
Title: MANAGING DIRECTOR  
Date: 17/01/2022  
Seal: .....



**In the presence of:**

Signature:   
Name: JAMES CHENGULA  
Title: TECHNICAL ADVISOR  
Date: 17/01/2022

Seal: .....



FESA BUILDING AND CIVIL  
CONSTRUCTION CO. LTD  
P. O. BOX 11  
IRINGA