



CONTRACT NO. AE-102/2021-2022/HQ-C/W/03

FOR

**CONSTRUCTION OF MANCHALI B WATER SUPPLY SCHEME AND NDOGOWE
WATER SUPPLY PROJECTS IN CHAMWINO DC**

BETWEEN

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

AND

**M/S. HAMWA CONSTRUCTION COMPANY LTD
(The Contractor)**

January, 2022

FORM OF CONTRACT

This Contract is made the 07 day of JANUARY 2022.

Between

The Rural Water Supply and Sanitation Agency (RUWASA), Dodoma Region having its physical address at, Kuu Road, P.O. Box 145, **DODOMA**, Tanzania (hereinafter called "**The Employer**") of the one part;

And

HAMWA CONSTRUCTION COMPANY LTD, having its principal place of business at P.O. Box 1389, Tanga, (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 four local Company registered under the Laws of Tanzania which is responsible for Civil Works;
- (c) The Employer invited Tenders for **Construction of Manchali B Water Supply Scheme and Ndogowe Water Supply Projects in Chamwino DC - Dodoma Region, Tender No. AE-102/2021-2022/HQC/W/03** 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. AE-102/2021-2022/HQC/W/03 dated 29th November, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Eighty Hundred One Million Two Hundred Forty-Five Thousand Five Hundred Eighty-Seven and Forty Two Cents Only (801,245,587.42) VAT Exclusive**. (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 **Construction of Manchali B Water Supply Scheme and Ndogowe Water Supply Projects in Chamwino DC - Dodoma 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 **Tanzanian Shillings Eighty Hundred One Million Two Hundred Forty-Five Thousand Five Hundred Eighty-Seven and Forty Two Cents Only (801,245,587.42) 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.

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: DR. GODEFREY Mbabaye

Title: REGIONAL MANAGER

Date: 07/11/2022

Seal: 

In the presence of:

Signature: 

Name: ABDU DAVID KAZI

Title: LEGAL OFFICER

Date: 07/10/2022

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: 

Name: ENG. ZINGA MOHAMEDI

Title: PROJECT DIRECTOR.

Date: 07/11/2022

Seal: 

In the presence of:

Signature: 

Name: Toussaint Kwanza

Title: PARTNER

Date: 07/11/2022

Seal: 

	42.1	The Defects Liability Period is 365 days .
D. Cost Control		
17.	50.7	Minimum amount of Interim Payment Certificate will be 15% of the contract price for execution of works approved by the project manager in the work programme
18.	52.1	The currency is Tanzanian Shillings
19.	55.1	The contract " is not " subject to price adjustment in accordance with GCC 55.
20.	56.1	The amount of retention is 10 percent of value of works of Interim Payment Certificate'. Limit of retention is ten (10) percent of contract price
21.	57.1	The amount of liquidated damages per day is 0.1 percent of contract price per day . The maximum amount of liquidated damages is Ten percent (10%) of contract price
22.	58.1	The Bonus for early completion is NA
23.	59.1	The amount of advance payment shall be Fifteen percent (15%) of contract price payable to the contractor not later than 28 days after submission of Unconditional Advance Payment Bank Guarantee .