

**THE UNITED REPUBLIC OF TANZANIA
THE CITY COUNCIL OF DODOMA**



CONTRACT DOCUMENT

CONTRACT NO: LGA/020/2021-2022/W/09

FOR

**CONSTRUCTION OF MACHINGA OPEN
MARKET AT BAHU ROAD IN DODOMA
CITY - PHASE I**

Between

**The City Council of Dodoma, and
P. O. Box 1249,
DODOMA.**

**M/s Mohamed Builders Limited,
P. O. Box 38439,
DAR ES SALAAM.**

1. Form of Agreement

This Agreement, made the 25th day of **January, 2022** between the **City Council of Dodoma, P. O. Box 1249, Dodoma** (hereinafter called "the Employer") and **M/S Mohamed Builders Limited, P.O Box 38439, Dar Es Salaam** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute the **Construction of Machinga Open Market at Bahi Road in Dodoma City** with tender number **LGA/020/2021-2022/W/09 - Phase I** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **Tshs 4,955,609,072.34 (Four billion, nine hundred fifty five million, six hundred nine thousand, seventy two shillings and thirty four cents only) VAT inclusive** (hereinafter called "Contract Price").

Now this Agreement witnesseth as follows:

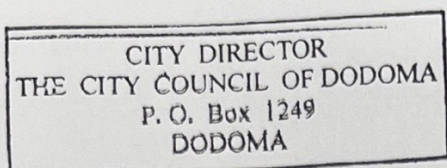
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents are forming this contract:
 - a) Form of Agreement,
 - b) Special conditions of Contract,
 - c) General Conditions of contract,
 - d) Letter of Acceptance,
 - e) Certificate of Contract Commencement,
 - f) Specifications,
 - g) Drawings, and
 - h) Bills of Quantities (BOQ),
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 and complete the Works with the contract sum of **Tshs 4,955,609,072.34 (Four billion, nine hundred fifty five million, six hundred nine thousand, seventy two shillings and thirty four cents only) VAT inclusive** and remedy any 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 and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

SIGNED ON BEHALF OF THE COUNCIL:

Signature: _____

Name: Joseph C. Mafuru,
Position: City Director,
The City Council of Dodoma
P. O. Box 1249,
DODOMA.



IN PRESENCE OF:

Signature: _____

Name: Prof. Davis Mwamfupe
Position: Honourable Mayor,
The City Council of Dodoma
P. O. Box 1249,
DODOMA.

SIGNED ON BEHALF OF SERVICE PROVIDER:

Signature: _____

Name: TAHER JAFFERTI

Position: MANAGING DIRECTOR

Company: Mohamed Builders Limited,

Address: P. O. Box 38439, DAR ES SALAA.

IN PRESENCE OF:

Signature: _____

Name: MOSTAHMED JAFFERTI

Position: MANAGER

Company: Mohamed Builders Limited,

Address: P. O. Box 38439, DAR ES SALAAM.

MOHAMMEDI BUILDERS LIMITED
P. O. Box 38439
DAR-ES-SALAAM

Special Conditions of Contract (SCC)

Instructions for completing the Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will 180 days</p> <p>The Employer is: The City Council of Dodoma, P. O. Box 1249, DODOMA.</p> <p>The Project Manager is: City Engineer, P. O. Box 1249, DODOMA.</p> <p>The Works consist of Construction of Machinga Open Market at Bahi Road in Dodoma City.</p> <p>The Commencement Date shall be two days after submission of performance bond.</p> <p>The Intended Completion Date for the whole of the Works shall be Four months from commencement date.</p> <p>The Site is located at Bahi Road in Dodoma City</p>
2	2.2	Indicate whether sectional completion is specified.
3	2.3	List other documents that form part of the contract if any: <ol style="list-style-type: none"> Power of Attorney, List of Key Personnel and Cv's List of Equipments to perform the assignment
4	4.1	<p>The language of the Contract documents is English.</p> <p>The law that applies to the Contract is the Laws of Tanzania</p>
5	7.1	Address for communication Employer's: City Director, P. O. Box 1249,

		Contractor's: Mohammedi Builders Limited, P. O. Box 38439, DAR ES SALAAM. Email:
6	11.1	Include the Schedule of Other Contractors if any Not Applicable
7	12.1	Include the Schedule of Key Personnel: a) Quantity Surveyor: Mwanahamis Yusuf b) Civil Engineer: Josephat Wilyadi Loya c) Architects: Erica Makaranga
8	16.1	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials Tshs 2,000,000.00; (b) loss of or damage to Equipment Tshs 1,500,000.00; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract Tshs 2,000,000.00; and (d) personal injury or death Tshs 2,000,000.00.
9	17.1	Site Investigation Reports available to the Tenderer are: Not Applicable
	24.1	Unless otherwise state tax payment status Not Applicable
10.	25.4	The other measures include: a) Minimising the number of migrant workers employed on the project and household in the site camp b) Providing access to voluntary counselling and testing (VCT) c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d) Providing condoms (male and female) to workers
11.	27.1	The Site Possession Date shall be two days after submission of performance bond
	30.4	Arbitration will take place at Dodoma in accordance with rules and regulations published by National Construction

22.	57.1	<p>(i) The number of liquidated damages per day is 0.15 percent of contract price per day</p> <p>(ii) The maximum number of liquidated damages is 0.15 percent of performance security.</p>
23.	58.1	The Bonus for early completion is Not Applicable.
24.	59.1	<p>The amount of advance payment shall be twenty percent (20%) of the contract sum payable upon submission of acceptable Bank Guarantee for Advance Payment as provided in the format provided in the Tender Document.</p> <p>Monthly Recovery of Advance Payments: twenty percent (20%) of the amount of monthly Interim Payment Certificate.</p>
25.	60.1	<p>The Performance Security shall be the minimum amounts equivalent to fifteen percent (15%) of the contract price in the form of:</p> <p>(a) Performance Bond is</p> <p>The standard form of Performance Security acceptable to the Employer shall be a Performance Bond of the type presented in Section IX of the Tendering Documents</p>
26.	64.1	Site handover date shall be four months from commencement date.
E. Discharge of the Contract		
27.	66.2	<p>The amount to be withheld for failing to produce "as built" drawings by the date required is Tshs 5,000,000.00.</p> <p>The amount to be withheld for failing to produce operating and maintenance manuals by the date required is Tshs 5,000,000.00</p>
28.	68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is fifteen percent (15%).