

CONTRACT NO. AE – 102/2021-2022/MNR - C/W/25

FOR

**CONSTRUCTION OF PIPED WATER SUPPLY PROJECT FOR VILIMA VITATU
VILLAGE IN BABATI DISTRICT AND LAKE BASSOTU WATER SUPPLY PROJECT
IN HANANG' DISTRICT**

BETWEEN

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

AND

**MTEMBESHA CONSTRUCTION COMPANY LIMITED
(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), 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

MTEMBESHA CONSTRUCTION COMPANY LIMITED having its principal place of business at P. O. Box 404, Babati, (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 One local Company registered under the Laws of Tanzania which is responsible for Civil Works;
- (c) The Employer invited tenders for Construction of Piped Water Supply Project for Vilima vItatu Village in Babati District and Lake Bassotu in Hanang' District, Tender No. **AE – 102/2021-2022/MNR/W-C/25** 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. DB.21/231/01/248** dated **5th January, 2022** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Five Hundred Seventy Seven Million Five Hundred Forty Six Thousand Eight Hundred Forty and Fifty Cents Only (577,546,840.50) 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 for Construction of Piped Water Supply Project for Vilima vItatu Village in Babati District and Lake Bassotu in Hanang' District, Tender No. **AE – 102/2021-2022/MNR/W-C/25 (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 Seventy Seven Million Five Hundred Forty Six Thousand Eight Hundred Forty and Fifty Cents Only (577,546,840.50) VAT inclusive**, 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.

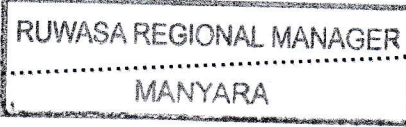
FOR AND ON BEHALF OF THE EMPLOYER:

Signature: 


Name: Eng. Walter S. Avite

Title: REGIONAL MANAGER

Date: 07/01/2022

Seal: 

In the presence of:

Signature: 

Name: HERBERT KISARI

Title: DM

Date: 07/01/2022

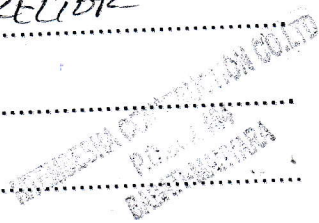
FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: 

Name: SIMON ENGELBERT SWAI

Title: TECHNICAL DIRECTOR

Date: 07/01/2022

Seal: 

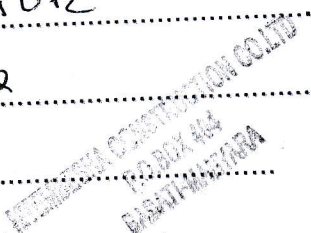
In the presence of:

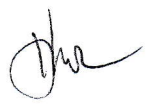
Signature: 

Name: ADOLF ENGELBERT SWAI

Title: DIRECTOR

Date: 07/01/2022

Seal: 



SPECIAL CONDITIONS OF CONTRACT (SCC

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</p> <p>The Employer is, RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA).</p> <p>The Adjudicator is National Construction Council of Tanzania.</p> <p>The Defects Liability Period is 365 days.</p> <p>The Project Manager is Eng. Herbert K. Kijazi and Eng. Felix L. Mollel (Hanang' and Babati District Manager).</p> <p>The name and identification number of the Contract is TENDER NO. AE-102/2021-2022/W-C/25 - for Construction of Piped Water Supply Project for Vilima Vitatu Village in Babati District and Lake Bassotu in Hanang' District, Tender No. AE - 102/2021-2022/MNR/W-C/25</p> <p>The Works consist of:</p> <ul style="list-style-type: none"> • Trenches excavation, pipe laying, joining and backfilling of pipe line for rising main 44,582m • Laying, joining and anchored G.S pipes for rising main 19,230m • Trenches excavation, pipe laying, joining and backfilling of pipe line for distribution network 25,352m • Construction of Storage tank 150m³ • Construction of Domestic water point -25Nos • Procure and install varies valves as per BoQ <p>The Start Date shall be Seven days after site</p>

		<p>possession.</p> <p>The Intended Completion Date for the whole of the Works shall be One Hundred Eighty (180).</p> <p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> (a) Form of Tender (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; and (h) Technical Specifications (i) Drawings (j) APPENDICES <ul style="list-style-type: none"> (i.) Forms of Securities; (ii.) Registered Power of Attorney; and (iii.) Minutes of Negotiation Meeting <p>The Site is located at Bassotu and Vilima Vitatu Villages – Hanang’ and Babati District, MANYARA Region.</p>
2.	2.2	Indicate whether there is section completion is specified to be advised N/A
3.	2.3(x)	<p>List other documents that form part of the contract if any:</p> <p>A valid Business License.</p> <p>A valid VAT and TIN certificate.</p> <p>A copy of certificate of Board Registration</p> <p>CRB Registration</p>
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	8.1	<p>Address for communication</p> <p>Employer’s: Rural Water Supply and Sanitation Agency, P. O. Box 412, DODOMA.</p>

		Contractor's: Mtembesha Construction Company Limited, P. O. Box 404, BABATI.
6.	12.1	Include the Schedule of Other Contractors, if any. N/A
7.	13.1	<p>Include the Schedule of Key Personnel.</p> <ul style="list-style-type: none"> • Site Engineer • Surveyor • Plumbing Technician • Mansory Technician-storage tanks construction
8.	17.1	<p>The minimum insurance covers shall be;</p> <ol style="list-style-type: none"> a) The maximum deductible for insurance of the works and of plant and materials is Tshs.3,000,000.00 b) The minimum cover for loss or damage to equipment is Tshs, 3,000,000.00 c) The minimum cover for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract TShs. 5,000,000.00 d) The minimum cover for the personal injury or death for the Contractors employees is Tshs. 5,000,000.00 <p>The evidence of the insurance and relevant policies shall be provided within 7days before commencement date.</p>
9.	18.1	Site Investigation Reports available to the Bidder are: N/A
	25.1	Unless otherwise state tax payment status: N/A
10.	26.4	<p>The other measures include:</p> <ol style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of

		<p>opportunistic infections for workers infected and affected, as well as their families</p> <p>d. Providing condoms (male and female) to workers</p>
11.	28.1	<p>The Site Possession Date shall be: Seven days (7) after signing the contract</p> <p>The commencement date shall be within 7days after the site possession.</p>
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within 30 days.
13	31.1	Appointing Authority for the Adjudicator: National Construction Council of Tanzania
14.	32.3	Arbitration will take place at Dar Es Salaam in accordance with rules and regulations published by National Construction Council of Tanzania
15.	35.1	Otherwise, state [<i>insert the responsible person for security of the site</i>]: N/A
B. Time Control		
16.	36.1	The Contractor shall Submit a Programme for the works within Seven (7) days after signing the Contract.
17.	36.2	The period between Programme updates is 28 days.
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated work programme is: TZS 2,000,000/-
C. Quality Control		
19.	44.1	The Defects Liability Period is 365 days.
D. Cost Control		
20	52.7	The minimum amount of interim payment certificate shall be 10% of contract price.
21	54.1	The currency of payment shall be Tanzanian Shillings.
22.	57	The contract " <i>is not</i> " subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
23.	58.1	<p>The amount of retention is 10% of value of works of Interim Payment Certificate'.</p> <p>Limit of retention will be 10% of contract price.</p>

		<i>contract price per day.</i>
		The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10%
25.	60.1	The bonus for early completion is N/A
26.	61.1	The amount of advance payment shall be 15% of the Contract price 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.
		Monthly Recovery of Advance Payment: 15% of interim payments Certificate
27.	62.1	The Performance Security shall be: Ten percent (10%) of the contract price. And it will be submitted to the Employer immediately after signing the contract in Certified Cheque, Bank Guarantee or Insurance Bond.
28	66.1	Contractor shall handover the site and the works to the Employer within 7 Days after Certificate of Completion.
		E. Discharge of the Contract
29.	68.1	As built drawings shall be supplied by the contractor by: Within twenty-eight (28) days after practical completion date. Operating manual shall be supplied by the contractor by: Within 14 days after practical completion date.
30.	68.2	The amount to be withheld by the Project Manager in case the contractor does not submit as built drawings is:2,000,000/- The amount to be withheld by the Project Manager in case the contractor does not submit operating manual is: 0.1% of the Contract Sum
31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is: 100 days.
32.	70.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 10% of the balance works.