



RUWASA

Rural Water Supply and Sanitation Agency

CONTRACT NO. AE-102/2021-2022/HQ - C/W/04

FOR

**CONSTRUCTION OF PUMPED WATER SUPPLY SCHEME FOR BUKULU
VILLAGES, BICHA, HAMIA AND REHABILITATION OF SONGOLO WATER
SUPPLY PROJECT IN KONDOA AND CHEMBA CHEMBA DC**

BETWEEN

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

AND

**M/S. KHATON TRADERS LTD
(The Contractor)**

JANUARY, 2022

FORM OF CONTRACT

This Contract is made the07.....day ofJANUARY.....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

KHATON COMPANY LTD, having its principal place of business at P. O. Box 14025, Dar-es-salaam, (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 five local Company registered under the Laws of Tanzania which is responsible for Civil Works;
- (c) The Employer invited Tenders for **CONSTRUCTION OF PUMPED WATER SUPPLY SCHEME FOR BUKULU VILLAGE, BICHA, HAMIA AND REHABILITATION OF SONGOLO WATER SUPPLY PROJECTS IN KONDOA AND CHEMBA DC - DODOMA REGION, Contract No. AE-102/2021-2022/HQ-C/W/04** 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/HQ-C/W/04 dated 29TH December, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Eight Hundred Seventeen Million Thirty-Two Thousand Four Hundred Sixty -One and Nighty Eight Cent Only (817,032,461.98) 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 execute the proposed Construction of Pumped Scheme (Pipe Network, water Pump, Construction of Tanks and Chambers) for **BUKULU VILLAGE, BICHA, HAMIA AND REHABILITATION OF SONGOLO** Water Supply Project in Kondoa and Chemba Districts (**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 Eight Hundred Seventeen Million Thirty-Two Thousand Four Hundred Sixty -One and Nighty Eight Cent Only (817,032,461.98) 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 28 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.

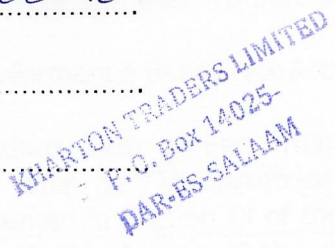
FOR AND ON BEHALF OF THE EMPLOYER:

Signature: ~~Ababayo~~
Name: DR. GODFREY Mbabayo
Title: REGIONAL MANAGER
Date: 7/1/2022
Seal: 

In the presence of:

Signature: ~~Ababayo~~
Name: ABDON DAVID KAZI
Title: LEGAL OFFICER
Date: 07-01-2022

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: ~~Ababayo~~
Name: KARIM M. JUMA
Title: MANAGING DIRECTOR
Date: 7/01/2022
Seal: 

In the presence of:

Signature: ~~Ababayo~~
Name: NEEMA JUMA Mwakimbo
Title: Manager
Date: 07/01/2022
Seal: 

		Manufacturer(s). Please, be guided.
	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 .
24.	60.1	The Performance Security shall be the minimum amounts equivalent to Ten percent (10%) of contract price . of the contract price in the form of: (a) Bank Guarantee: 10 percent (b) Performance Bond; Not Acceptable The standard form of Performance Security acceptable to the Employer shall be " Unconditional Bank of the Guarantee " type presented in Section IX of the Tendering Documents.
E. Discharge of the Contract		
25.	61.1	As built drawings shall be supplied by the contractor by 30days after completion date. Operating manual shall be supplied by the contractor by Thirty (30) days after completion date.