

CONTRACT NO. AE-102/2021-2022/HQ -C/W/63

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)

(THE EMPLOYER)

AND

M/s. EMIRATE BUILDERS COMPANY LTD

P.O BOX 54618 DSM

(THE CONTRACTOR)

FOR

**CONSTRUCTION OF MPATA AND CHALA WATER SUPPLY SCHEME AT NKASI
DISTRICT IN RUKWA REGION**

TENDER NO. AE-102/2021-2022/HQ-C/W/63

JANUARY, 2022

FORM OF CONTRACT

This Contract is made the 17th 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

M/s. EMIRATE BUILDERS COMPANY LTD, having its business address at P. O. Box **54618, 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 I local Company registered under the Laws of Tanzania which is responsible for Civil and Building works;
- (c) The Employer invited Tenders for **Construction of Mpata and Chala Water Supply Project at Nkasi District in Rukwa Region**, Tender No. **AE-102/2021-2022/HQ-C/W/63** under the terms and conditions set forth in this Contract; and
- (d) The Contractor having represented to the Employer that he has the required professional skills, expertise and technical resources, the Procuring Entity through the Letter of Notification of Award of Tender with Ref. No. DB.21/231/01/01A/96 dated 15th January, 2022 awarded a Tender to the Contractor at the Contract sum of **Tanzanian Shillings Four Hundred Ninety seven million nine hundred sixteen thousand seven hundred sixty two only (497,916,762 VAT Exclusive)**. (Hereinafter referred to as "**the Contract Price**"); and

(e) The execution of works shall be performed and completed for the period within one 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 Mpata and Chala Water Supply Project at Nkasi District in Rukwa 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 Four Hundred Ninety seven million nine hundred sixteen thousand seven hundred sixty two only (497,916,762 VAT Exclusive)**, at the times and in the manner prescribed in this Contract.

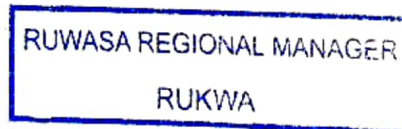
The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price in the following manner:

- (a) Advance Payment **fifteen (15%)** of the Contract value upon submission of an acceptable and unconditional Bank Guarantee from a reputable Bank.
 - (b) **95%** 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 of certificate by the Employer: And
 - (c) 5% as retention paid after Defect Liability Period.
5. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 18 of the SCC.
6. The contract shall be executed for the period of **one hundred eighty (180) days** which shall immediately commence from the date of site handing over to the Contractor.

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: Bogzi Fwis
 Title: Regional Manager
 Date: 17/01/2022
 Seal:



In the presence of:

Signature: [Signature]
 Name: SHAFII S. SHABANI
 Title: DM
 Date: 17/01/2022

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: [Signature]

Name: MASTO DESAHI MACKONO

Title: DUN KEMAMUJE

Date: 17/11/2022

Seal:



In the presence of:

Signature: *[Handwritten Signature]*

Name: A212 ISMAIL KHASSIM

Title: CIVIL TECH EMIRATE.

Date: 17/11/2022

Seal:

2. Form of Tender

10th DAY OF DECEMBER, 2021

To:
RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)
P. O. BOX 692 SUMBAWANGA- RUKWA

We EMIRATE BUILDERS COMPANY LIMITED, offer to execute the [CONSTRUCTION OF MPATA AND CHALA WATER SUPPLY PROJECTS IN NKASI DISTRICT - RUKWA REGION and AE-102/2021-2022/HQ-C/W/63 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [TZS 959,353,908.66 VAT INCLUSIVE], [NINE HUNDRED FIFTY-NINE MILLION THREE HUNDREDTHS VAT INCLUSIVE] [TANZANIA SHILLINGS].

The Contract shall be paid in the following currencies:

Currency	Percentage Payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a) TZS	100%	NILL	NILL

The advance payment required is:-

Amount	Currency
(a) 15% OF THE CONTRACT PRICE	TANZANIA SHILLINGS

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirm [NATIONAL CONSTRUCTION COUNCIL OF TANZANIA], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [Adjudicator]

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

With reference to ITT 3.11 [Eligibility of Tenderers], it is our intention to subcontract approximately [ZERO - 0%] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity
NONE	NONE	NONE

(if none has been paid or is to be paid, state "none")

This tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: *Msty -*

Name and Title of Signatory: MASTO -D- MACKONO - COMPANY REPRESENTATIVE-

Name of Tenderer: EMIRATE BUILDERS COMPANY LIMITED-

Address: P.O BOX 54618 - DAR-ES-SALAAM

