



CONTRACT NO. AE-102/2021-2022/PWN/W/13

FOR

**CONSTRUCTION OF TAWI WATER SUPPLY SCHEME AT RUFUJI DISTRICT-
PWANI REGION.**

BETWEEN

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

AND

**M/S. FEDERICK CONSTRUCTION COMPANY LIMITED
(The Contractor)**

DECEMBER, 2021

FORM OF CONTRACT

This Contract is made the 21st day of December 2021.

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. Federick Construction Company Limited, having its business address at P. O. Box 34091 **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 four local Company registered under the Laws of Tanzania which is responsible for Civil works;
- (c) The Employer invited Tenders for Construction of Tawi water supply scheme at Rufiji District, Pwani Region, Tender No. **AE-102/2021-2022/PWN/W/13** 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 Procuring Entity through the Letter of Notification of Award of Tender with Ref. No. **HA/36/371/01/149 dated 14th December, 2021** awarded a Tender to the Contractor at the Contract sum of **Tanzania Shillings Five Hundred Sixty-Two Million One Hundred Eighty- Five Thousand Seven Hundred Ninety-Two Eighty-Four Cents**

(Tshs. 562,185,792.84) VAT inclusive. (Hereinafter referred to as "**the Contract Price**"); and

(e) The execution of works shall be performed and completed for the period within **One Hundred and 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 **Tawi** water supply at Rufiji District – Pwani 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 **Tanzania Shillings Five Hundred Sixty-Two Million One Hundred Eighty-Five Thousand Seven**

Hundred Ninety-Two Eighty-Four Cents (Tshs. 562,185,792.84) 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 in the following manner:
- (a) 15% Advance Payment; and
 - (b) 85% 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.
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 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: *BR*

Name: *Eng. Beatrice Kasimbazi*

Title: *Regional Manager*

Date: *21/12/2021*



Seal:

In the presence of:

Signature: *ER*

Name: *Eng. Evangelista Kalwili*

Title: *Engineer*

Date: *21/12/2021*

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: [Signature]

Name: FREDRICK A. MLAGI

Title: MANAGING DIRECTOR

Date: 21st DECEMBER 21

Seal:

In the presence of:

Signature: [Signature]

Name: UPENDO F. MLAGI

Title: DIRECTOR

Date: 21/12/2021

Seal:

Fredrick Construction Company Ltd
(Building & Civil Engineering Contractors)
P. O. Box 34091
Dar es Salaam

Fredrick Construction Company Ltd
(Building & Civil Engineering Contractors)
P. O. Box 34091
Dar es Salaam

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: [Signature]

Name: FREDRICK A. MLAKI

Title: MANAGING DIRECTOR

Date: 21st DECEMBER 21

Seal:

Fredrick Construction Company Ltd
(Building & Civil Engineering Contractors)
P.O. Box 34081
Dar es Salaam

In the presence of:

Signature: [Signature]

Name: UPENDO F. MLAKI

Title: DIRECTOR

Date: 21/12/2021

Seal:

Fredrick Construction Company Ltd
(Building & Civil Engineering Contractors)
P.O. Box 34081
Dar es Salaam

SPECIAL CONDITIONS OF CONTRACT

1.1 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>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 Contractor is FEDERICK CONSTRUCTION CO. LIMITED.</p> <p>The Defects Liability Period shall be 180 calendar days.</p> <p>The Project Manager shall be TLUWAY P. NINGA (Eng)</p> <p>The name and identification number of the Contract is TENDER NO. AE.102/2021-2022/PWN/W/13 CONSTRUCTION OF TAWI WATER SUPPLY SCHEME AT RUFUJI DISTRICT - PWANI REGION.</p> <p>The Works consists of: as per Bill of Quantities, Specification and Drawings attached</p> <p>The Commencement Date shall be Within 14 days after official possession of the site</p> <p>The Intended Completion Date for the whole of the Works shall be 180 days</p> <p>The Site is located at TAWI VILLAGE IN RUFUJI DISTRICT - PWANI REGION as defined in drawings.</p> |
| 2 | 2.2 | Indicate whether sectional completion is specified SPECIFIED/as agreed during negotiation meeting |

| 3 | 2.3 | List other documents that form part of the contract if any: a) Work Plan/program approved by the client during negotiation meeting. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------|---|--|------|--------------------------------|--|-----------------|--------------|----|----|------------------------------|-----------------|---|---|----------|-----------------|----|----|------------------------|--------------------------|----|----|----------------------------------|-----------------------|---|---|--|---------------------------|----|----|--|--|--|--|
| 4 | 4.1 | The language of the Contract documents is English The law that applies to the Contract is the Tanzanian Laws. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 7.1 | Address for communication | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Employer's; The Regional Manager, Rural Water Supply and Sanitation Agency, P. o. Box 30206, Pwani. Contractor's: M/s. FEDERICK CONSTRUCTION COMPANY LIMITED P.O.BOX 34091 DAR ES SALAAM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 11.1 | Include the Schedule of Other Contractors if any <i>[Give a list of other contractors]</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 12.1 | Include the Schedule of Key Personnel | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>Position</th> <th>Name</th> <th>YEARS OF EXPERIENCE GENERAL</th> <th>YEARS EXPERIENCE IN PROPOSED POSITION</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Donald Mlaki</td> <td>14</td> <td>10</td> </tr> <tr> <td>Site agent /Site Engineer</td> <td>Frank E. Malila</td> <td>7</td> <td>5</td> </tr> <tr> <td>Surveyor</td> <td>Leonard Shirima</td> <td>16</td> <td>16</td> </tr> <tr> <td>Plumbing technician</td> <td>George William Eekiel</td> <td>27</td> <td>23</td> </tr> <tr> <td>Electromechanic al Technician</td> <td>Edson Peris Kanuya</td> <td>4</td> <td>2</td> </tr> <tr> <td>Mansory Technician-storage tanks construction</td> <td>Wilfred Hadson Kavishe</td> <td>22</td> <td>20</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Position | Name | YEARS OF EXPERIENCE GENERAL | YEARS EXPERIENCE IN PROPOSED POSITION | Project Manager | Donald Mlaki | 14 | 10 | Site agent /Site Engineer | Frank E. Malila | 7 | 5 | Surveyor | Leonard Shirima | 16 | 16 | Plumbing technician | George William Eekiel | 27 | 23 | Electromechanic al Technician | Edson Peris Kanuya | 4 | 2 | Mansory Technician-storage tanks construction | Wilfred Hadson Kavishe | 22 | 20 | | | | |
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| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 8 | 16.1 | <p>The minimum insurance covers shall be:</p> <p>(a) loss of or damage to the Works, Plant, and Materials <i>Tsh. 2,500,000.00</i>;</p> <p>(b) loss of or damage to Equipment Tsh. 2,500,000.00;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract Tsh. 5,000,000.00 and</p> <p>(d) personal injury or death is Tsh. 12,500,000.00</p> |
| 9 | 17.1 | <p>Site Investigation Reports available to the Tenderer are: Not Applicable.</p> |
| | 24.1 | <p>Unless otherwise state tax payment status NA</p> |
| 10. | 25 | <p>The other measures include:</p> <p>a) Minimizing the number of migrant workers employed on the project and household in the site camp</p> <p>b) Providing access to voluntary counselling and testing (VCT)</p> <p>c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d) Providing condoms (male and female) to workers</p> |
| 11. | 27.1 | <p>The Site Possession Date shall Within seven (7) days after signing of contract.</p> |
| | 30.4 | <p>Arbitration will take place at National Construction Council Headquarters, Office Accommodation Scheme, 9th floor, Azikiwe Street, P. O. Box 70039, Dar es salaam, Or At any other venue selected and agreed by the Client, Contractor and the Arbitrator</p> |
| 12. | 31.1 | <p>Hourly rate of Fees payable to the Adjudicator is as per NCC reimbursable expenses.</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include:</p> <p>a) costs for report production</p> <p>b) hire of any facilities for the Adjudicator c) communication and transport; and cost of consultation with specialists in other disciplines should the need arise</p> <p>d) accommodation out of Dar Es Salaam</p> |

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|---------------------------|------|--|
| 13. | 32.1 | Appointing Authority for the Adjudicator: National Construction Council Headquarters, Office Accommodation Scheme, 9th floor, Azikiwe Street, P. O. Box 70039, Dar es salaam. |
| | 33.1 | Otherwise state: NA |
| B. Time Control | | |
| 14. | 34.1 | The Contractor shall Submit a revised Program for the Works within seven (7) days of delivery of the Letter of Acceptance. |
| 15. | 34.2 | The period between Program updates is 28 days . The amount to be withheld Project Manager in the case the contractor does not submit an updated program is: Tsh.2,000,000.00 |
| C. Quality Control | | |
| 16. | 40.1 | The Contractor shall submit a Schedule for Material Testing and Work Inspection (<i>Inspection and Test Plan</i>) to be approved by the client before commencement of Works. |
| D. Cost Control | | |
| 17. | 50.7 | Minimum amount of Interim Payment Certificate will be Fifteen percent (15%) of the contract price for execution of works approved by the project manager in the work program. |
| 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 Ten percent (10 %) of value of works of Interim Payment Certificate'. Limit of retention is ten percent (10%) 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 Bond. Recovery of Advance Payments: Not less than Twenty percent (20%) of amount of Interim Payment Certificate as agreed. |
| 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: <i>(a) Bank Guarantee: 10 percent</i> The standard form of Performance Security acceptable to the Employer shall be " Unconditional Bank Guarantee " of the type presented in Section IX of the Tendering Documents |
| E. Discharge of the Contract | | |
| 25. | 66.1 | As built drawings shall be supplied by the contractor by ... 60 days after completion date. Operating manual shall be supplied by the contractor by sixty (60) days after completion date. |
| | 66.2 | The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings operating and maintenance manuals is: Tsh 2,000,000.00 |
| 26. | 57 | Number of days for which the maximum amount of liquidated damages can be paid is One hundreds 100 |
| 27. | 63.1 | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is forty percent (40%). |
| 28. | 64.1 | Site handover date within 30 days after completion date |
| F. ENVIRONMENTAL ISSUES | | |
| 29 | 22 | Adhere with Environmental Management Act, Number 20 of 2004 and its Regulations and Occupation Safety and Health Act, 2003 with its Standards. |