

**RUWASA**

Rural Water Supply and Sanitation Agency

**CONTRACT No. -AE-102/2021-2022/HQ-C/W/68**

**FOR**

**CONSTRUCTION OF KAZAMOYO AND DARAJAMBILI WATER SUPPLY  
PROJECTS IN TUNDURUDC AND REHABILITATION OF NAMTUMBO  
WATER SUPPLY SCHEME IN NAMTUMBO DC - RUVUMA.**

**BETWEEN**

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

**AND**

**M/S. SIVIKWA COMPANY LTD  
(The Contractor)**

**JANUARY, 2022**



FORM OF CONTRACT

This Contract is made the 14 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 SIVIKWA COMPANY LTD P. O. Box 532, MBINGA, Tanzania (hereinafter called "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 Five** Local Company registered under the Laws of Tanzania which is responsible for Civil Works
- (c) The Employer invited Tenders for Construction of Kazamoyo and Darajambili water Supply project in Tunduru Dc and Rehabilitation of Namtumbo Water supply scheme in Namtumbo DC – Ruvuma, Tender No. **AE – 102/2021-2022/RVM/W/68-** 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. **No. RUWASA/PMU/W/VOL.1/03** dated 06.01.2022 awarded a Tender to the Supplier at the contract sum of **Tanzania Shillings Nine Hundred Sixty Three Million Two Hundred Forty Nine Thousand Four Hundred Eight Four and Fifty Cents Only (963,249,484.50) VAT Inclusive**. (Hereinafter referred to as "the Contract Price"). The work to be completed within One Hundred Twenty (120) 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 Kazamoyo and Darajambili water Supply project in Tunduru Dc and Rehabilitation of Namtumbo Water supply scheme in Namtumbo DC – Ruvuma (**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 Nine Hundred Sixty Three Million Two Hundred Forty Nine Thousand Four Hundred Eight Four and Fifty Cents Only** (963,249,484.50) 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. 20% 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 twenty (120) days** which shall immediately commence from the date of site handling.

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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: ROBSON GATSHENKA

Title: REGIONAL MANAGER

Date: 14/01/2022

Seal: .....

**In the presence of:**

Signature: [Signature]

Name: SILVIA M. NDIMBO

Title: DISTRICT MANAGER

Date: 14/01/2022

**FOR AND ON BEHALF OF THE CONTRACTOR:**

Signature: [Signature]

Name: JACOB M. MUYA

Title: M/D

Date: 14/01/2022

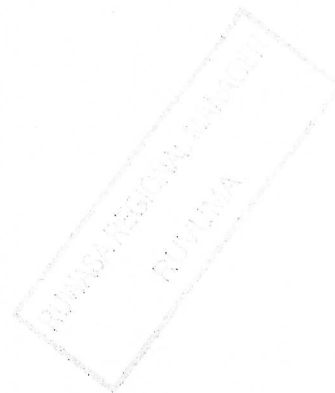
Seal: .....

**In the presence of:**

Signature: [Signature]

Name: STAPLEY MLELWA

Title: T.I. DIRECTOR



15.	35.1	Otherwise, state [ <i>insert the responsible person for security of the site</i> ] N/A
<b>A. Time Control</b>		
16.	36.1	The Contractor shall Submit a Programmer for the works within Seven (7) days after signing the Contract.
17.	36.2	The period between Programmer 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 programmer is: TZS 5,500,000/-
<b>B. Quality Control</b>		
19.	44.1	The Defects Liability Period is 365 days.
<b>C. Cost Control</b>		
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	The amount of retention is 10% of value of works of Interim Payment Certificate'. Limit of retention will be 10% of contract price.
24.	59.1	The amount of liquidated damages is <i>0.1 percent of 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 20% of the Contract price and shall be paid to the contractor not later than <b>30 Days after submission of a claim supported by an acceptable Bank Guarantee of the same amount.</b> Monthly Recovery of Advance Payment: 20% 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