



CONTRACT NO. AE – 102/2021-2022/KIL/W/UV/03

FOR

**CONSTRUCTION OF KITURI WATER PROJECT IN MWANGA DISTRICT AND
REHABILITATION OF KILEMA AND MAMBA WATER PROJECTS IN MOSHI**

(The Employer)

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY

(The Contractor)

AND

RICH -JUNIOR ENGINEERING CO. LTD

DECEMBER, 2021

FORM OF CONTRACT

This Contract is made the 21 day of DEC 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

RICH -JUNIOR ENGINEERING CO. LTD, having its principal place of business at P. O. Box 7749, 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 **CONSTRUCTION OF KITURI WATER PROJECT IN MWANGA DISTRICT AND REHABILITATION OF KILEMA AND MAMBA WATER PROJECTS IN MOSHI** 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. RICH/JUN/RWS/KIL/01/12/21 dated 18rd DEC, 2021 awarded a Tender to the Contractor at the Contract sum of **Tanzania Shillings Five hundred fifty Seven Million Nine Hundred Eighty Three Thousand Eight hundred Ninety Seven and Eighty cent Only (Tshs. 557,983,897.80)** 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 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 **CONSTRUCTION OF KITURI WATER PROJECT IN MWANGA DISTRICT AND REHABILITATION OF KILEMA AND MAMBA WATER PROJECTS IN MOSHI** (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 fifty seven million Nine hundred Eighty three thousand eight hundred ninety seven and eighty cent Only (Tshs. 557,983,897.80)** 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 twenty (120) 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: WERANSARI MUNIS
 Title: REGIONAL MANAGER
 Date: 21/12/2021
 Seal:



In the presence of:

Signature: [Signature]
 Name: ENG. GETRUDE MURTH
 Title: ENGINEER
 Date: 21/12/2021

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: 

Name: Eng. R. Mele

Title: MANAGING DIRECTOR

Date: 21ST DECEMBER, 2021

Seal:

In the presence of:

Signature: 

Name: DEO GRATIUS GIFORD

Title: HUMAN RESOURCE

Date: 21/12/2021

Seal:



MW RM

		Limit of retention is ten (10%) percent of contract price
24.	52.1	The amount of liquidated damages is 0.1 percent of contract price per day . The maximum amount of liquidated damages is Ten percent (10%) of the total value of uncompleted works Number of days for which the maximum amount of liquidated damages can be paid is One hundreds 100 Days
25.	53.1	The Bonus for early completion is NA
26.	54.1	The amount of advance payment shall be limited to Fifteen percent (15%) of contract price payable to the contractor not later than 28 working days after submission of Unconditional Advance Payment Bank Guarantee . Recovery of Advance Payments: Not less than Twenty percent (20%) of amount of Interim Payment Certificate as agreed .
27.	55.1	The Performance Security shall be the minimum amounts equivalent to Ten percent (10%) of contract price in the form of: (a) <i>Bank Guarantee or performance security</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
28	59.1	Site handover date: within 14 days after the end of defect liability period
. Discharge of the Contract		
29.	61.1	As built drawings/Operation manual shall be submitted by the Contractor to the Client after approval of the Project manager within 30 days from

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