

CONTRACT NO. AE-102/2021-2022/HQ-C/W/26

FOR

**CONSTRUCTION OF PUMPED PIPED SCHEME FOR MOKA VILLAGE
PHASE I AND TULIENI VILLAGE IN LINDI DC AND LINDI MC -
LINDI REGION**

BETWEEN

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

AND

**KHARTON TRADERS LIMITED
(The Contractor)**

DECEMBER, 2021

FORM OF CONTRACT

This Contract is made the 22 day of DECEMBER 2021.

Between

The Rural Water Supply and Sanitation Agency (RUWASA) Lindi, having its physical address P.O. Box 270 LINDI, Tanzania (hereinafter called "**the Employer**") of the one part;

And

KHARTON TRADERS LIMITED 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 piped scheme for Moka village Phase I and Tulieni Village in Lindi DC and Lindi MC - Lindi Region**, Tender No. **AE-102/2021-2022/HQ-C/W/26** under the terms and conditions set forth in this Contract; and
- (d) The Contractor having represented to the Employer awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Seven Hundred Fifty Four Million Two hundred Forty Thousand Seven Hundred Eleven and Zero Four Cent. (754,240,711.04)**. (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.

NA

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 piped scheme for Moka village Phase I and Tulieni Village in Lindi DC and Lindi MC - Lindi Region**, Tender No. **AE-102/2021-2022/HQ-C/W/26 (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 Seven Hundred Fifty Four Million Two hundred Forty Thousand Seven Hundred Eleven and Zero Four Cent. (754,240,711.04)**, 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 **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 Eighty (180) days** which shall immediately commence from the date of site handling.

IN WITNESS where of, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

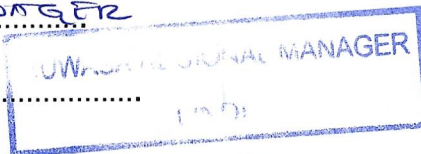
FOR AND ON BEHALF OF THE EMPLOYER:

Signature: Med

Name: Eng. MUTHA U. S. LUBASH

Title: REGIONAL MANAGER

Date: 22/12/2021



Seal:

In the presence of:

Signature: Amdu

Name: Eng. Abdallah M. Abdurahim

Title: Principal Engineer - RUMABA

Date: 22/12/2021

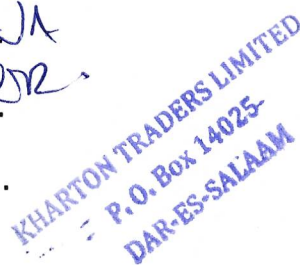
FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: [Signature]

Name: KARIM M. JUMA

Title: MANAGING DIRECTOR

Date: 22/12/2021



Seal:

In the presence of:

Signature: 

Name: SHAIBU MOSHI MOSERA

Title: TECH

Date: 22/12/2021

Seal:





SPECIAL CONDITIONS OF CONTRACT (SCC)

NO



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 the total value of uncompleted works
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 working days after submission of Unconditional Advance Payment Bank Guarantee Bond .
		Recovery of Advance Payments: Not less than Fifteen percent (15%) 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 in the form of: (a) Bank Guarantee: 10 percent 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		

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