



CONTRACT NO. AE-102/2021-2022/HQ-C/W/39

FOR

**CONSTRUCTION OF RUDEWA - MAGUBIKE WATER SUPPLY PROJECT IN
KILOSA DC - MOROGORO REGION**

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY

(The Employer)

AND

M/S DYNOTECH ENGINEERING LIMITED

(The Contractor)

JANUARY, 2022



FORM OF AGREEMENT

This Agreement, made the day of
Between

The Rural Water Supply and Sanitation Agency (RUWASA), having its physical address **P.O.BOX 1140, Morogoro** (hereinafter called "the Employer") of one part
And

M/S. DYNOTECH ENGINEERING LIMITED having its principal place of business at **P.o.Box 951, Morogoro,** (hereinafter called "the Contractor") of the other part.

WHEREAS

The Employer is desirous that the Contractor execute the Tender No. **AE-102/2021-2022/HQ-C/W/39 for Construction of Rudewa - Magubike Water Supply Project in Kilosa Dc - Morogoro Region in Kilosa District** (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **TZS 471,910,215.00 (Four hundred seventy one million nine hundred ten thousand two hundred fifteen shillings only) with VAT exclusive.** [Hereinafter called "Contract Price"]. The contract period is **180 Calendar days.**

Now this Agreement witnesses as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This Agreement shall prevail over all other contract documents:
 - (a) The Form of Agreement
 - (b) The Letter of Acceptance
 - (c) The Contractor's Bid
 - (d) The Special Conditions of Contracts
 - (e) The General Conditions of Contracts
 - (f) The Specifications
 - (g) The Drawings
 - (h) The Bill of Quantities
 - (i) The Performance Security & Advance Payment Security Forms
 - (j) The works programmes
 - (k) The Registered power of Attorney and
 - (l) The Minutes of Negotiation
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 and complete the Works and remedy any 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 and the remedying of defects wherein the Contract Price of **TZS 471,910,215.00 (Four hundred seventy one million nine hundred ten thousand two hundred fifteen shillings only) with VAT exclusive** [Hereinafter called "Contract Price"], or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This contract commences on 17th day of JANUARY in the year 2020 and shall automatically end on 16th Of JULY. In the year 2022, unless there is express permission for time extension from the employer.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

On Behalf of Employer

Signed, Sealed, and Delivered by the said

Signature: [Signature]
 Name: JOHN MSENZI
 Title: DM
 Date: 07/01/2022
 Seal: [Seal]

In the presence of:

Signature: [Signature]
 Name: JOSH K. CEFUM
 Title: DM
 Date: 07/01/2022
 Seal: [Seal]

On Behalf of Contractor

Signed, Sealed, and Delivered by the said

Signature: [Signature]
 Name: ENH HOMUN MUSA
 Title: M/MTEN
 Date: 07/01/2022
 Seal: [Seal]

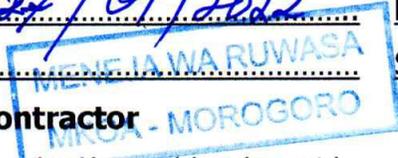
In presence of:

Signature: [Signature]
 Name: PETER MASAMB
 Title: CIVIL ENGINEER
 Date: 07/01/2022
 Seal: [Seal]

Common Seal

Was hereunto affixed in the presence of:

Signature: [Signature]
 Name: ABDON DAVID KAZI
 Title: LEGAL OFFICER
 Date: 07/01/2022
 Seal: [Seal]



23.	53.1	The amount of advance payment shall be Fifteen (15) per cent of the contract sum payable within 28 days of submission of acceptable advance payment guarantee. (Bank Guarantee)
		Monthly Recovery of Advance Payment: Repayment through percentage deductions with every interim payment with equal proportions provided it exceeds 15% of works done per certificate.
24.	54.1	The Performance Security shall be an amount equivalent to percent of the contract price as follows: The Performance Security shall be: Ten percent (10%) of the contract price . And it will be submitted to the Employer immediately after signing the contract in Certified Cheque, Bank Guarantee or Insurance Bond
		D. Finishing the Contract
25.	60.1	As built drawings shall be supplied by the contractor no later than one month after completion of works Operating manual shall be supplied by the contractor by no later than one month after completion of works
26.	60.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: Tanzania Shillings Five Million (5,000,000) The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: Tanzania Shillings Five Million (5,000,000)
27.	61.2 (g)	Number of days for which the maximum amount of liquidated damages can be paid is 100 days
28.	62.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is forty (40) percent