



**CONTRACT NO. AE-102/2021-2022/HQ-C/W/40**

**FOR**

**CONSTRUCTION OF MALOLO WATER SUPPLY PROJECT**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY**

**(The Employer)**

**AND**

**M/S JECCS CONSTRUCTION AND SUPPLIES LTD JV WORKS CONTRACTS LTD**

**(The Contractor)**

**JANUARY, 2022**

## FORM OF AGREEMENT

This Agreement, made the .....<sup>7th</sup>..... day of .....<sup>JANUARY</sup>....., 2022

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. JECCS CONSTRUCTION AND SUPPLIES LTD JV WORKS CONTRACTORS LTD having its principal place of business at P.o. Box 7206 Dar es salaam,** (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/40 for Construction of Malolo Water Supply Project 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 617,013,600.00 (Six hundred seventeen million thirteen thousand six hundred 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 TZS 617,013,600.00 (Six hundred seventeen million thirteen thousand six hundred 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 17<sup>th</sup> day of JANUARY in the year 2022 and shall automatically end on 16<sup>th</sup> 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 MSENGI

Title: RM

Date: 7/01/2022

Seal: [Stamp: MENEJA WAKUWA GA MKOA - MOROGORO]

In the presence of:

Signature: [Signature]

Name: JOSHI K. CUFUMI

Title: BM

Date: 07/01/2022

Seal: .....

**On Behalf of Contractor**

Signed, Sealed, and Delivered by the said

Signature: [Signature]

Name: JULIUS E. NEEMA

Title: DIRECTOR

Date: 07/01/2022

Seal: [Stamp: JECCS CONSTRUCTION AND SUPPLIERS LIMITED P.O. BOX 72026 DAR ES SALAAM TANZANIA]

In presence of:

Signature: [Signature]

Name: Eng. BURETO WITAKA

Title: PROJECT ENGINEER

Date: 07/01/2022

Seal: .....

**Common Seal**

Was hereunto affixed in the presence of:

Signature: [Signature]

Name: ABDUL DAVID KAZI

Title: LEGAL OFFICER

Date: 07/01/2022

Seal: .....

23.	53.1	The amount of advance payment shall be <b>Fifteen (15) per cent</b> 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: <b>Ten percent (10%) of the contract price</b> . And it will be submitted to the Employer immediately after signing the contract in <b>Certified Cheque, Bank Guarantee or Insurance Bond</b>
		<b>D. Finishing the Contract</b>
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: <b>Tanzania Shillings Five Million (5,000,000)</b>  The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: <b>Tanzania Shillings Five Million (5,000,000)</b>
27.	61.2 (g)	Number of days for which the maximum amount of liquidated damages can be paid is <b>100 days</b>
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 <b>forty (40) percent</b>