



**CONTRACT NO. AE – 102/2021-2022/TBR/W/30**

**(Source of Fund-COVID 19)**

**FOR**

**HYDROGEOLOGICAL SURVEY, DRILLING OF 15 PRODUCTIVE BOREHOLES  
AND INSTALLATION OF HAND PUMPS AT  
MWAMABONDO, KALANGASI, KALANGALE, KABISILE, MUNYU, SIMBODAMALU,  
NYAKOMBE, MWISOLE, NSAULO, ITAGA, MAKOYESENGI, MWANDAIGWE, ISULI,  
MALEMA AND MDAKI VILLAGES IN UYUI DISTRICT.**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY**

**(The Employer)**

**AND**

**M/S. NASSA DRILLING & GENERAL SUPPLY LTD,**

**P.O BOX 18,**

**MAGU.**

**(The Contractor)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the 30<sup>th</sup> day of December 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

**NASSA DRILLING & GENERAL SUPPLY LTD** having its principal place of business at **P. O. Box 18, MAGU**, (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 for **Hydro geological Survey, Drilling of 15 Productive Boreholes and Installation of Hand Pumps at Mwamabondo, Kalangasi, Kalangale, Kabisile, Munyu, Simbodamalu, Nyakombe, Mwisole, Nsaulo, Itaga, Makoyesengi, Mwandaigwe, Isuli, Malema and Mdaki Villages in Uyui District**, Tender No. **AE – 102/2021-2022/TBR/W/30** 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. **BA.16/145/01/31** dated **27<sup>th</sup> December, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Four Hundred Eighty Nine Million, Three Hundred Twenty Six Thousand Two Hundred and Fifty Shilling (489,326,250) VAT Exclusive**. (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.
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 Hydrogeological Survey, Drilling of **15** Productive Boreholes and Installation of Hand Pumps at Mwamabondo, Kalangasi, Kalangale, Kabisile, Munyu, Simbodamalu, Nyakombe, Mwisole, Nsaulo, Itaga, Makoyesengi, Mwandaigwe, Isuli, Malema and Mdaki Villages in Uyui District, **(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 Four Hundred Eighty Nine Million, Three Hundred Twenty Six Thousand Two Hundred and Fifty Shilling (489,326,250) VAT Exclusive**, at the times and in the manner prescribed in this Contract.

**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:
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  - (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 Hydrogeological Survey, Drilling of **15** Productive Boreholes and Installation of Hand Pumps at Mwamabondo, Kalangasi, Kalangale, Kabisile, Munyu, Simbodamalu, Nyakombe, Mwisole, Nsaulo, Itaga, Makoyesengi, Mwandaigwe, Isuli, Malema and Mdaki Villages in Uyu District, **(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 Four Hundred Eighty Nine Million, Three Hundred Twenty Six Thousand Two Hundred and Fifty Shilling (489,326,250) VAT Exclusive**, 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) Advance Payment; **N/A** 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 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: Amelle

Name: Eng. H. L. Kapiti

Title: Regional Manager

Date: 30/12/2021

Seal: .....

In the presence of:

Signature: Gshidi

Name: Eng. GODFREY SHIBITI

Title: DISTRICT MANAGER

Date: 30/12/2021

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: Bugo

Name: VITALIS LAZARO

Title: MANAGING DIRECTOR

Date: 30.12.2021

Seal: .....

In the presence of:

Signature: Ruaro

Name: RUBIA RUARO

Title: DIRECTOR

Date: 30.11.2021

Seal: .....



**SPECIAL CONDITIONS OF CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SC C Cla use	GCC Clau se	Description
1	1.1	<p><b>A. General</b></p> <p>The <b>Employer</b> is, <b>RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA)</b>.</p> <p>The <b>Adjudicator</b> is National Construction Council of Tanzania.</p> <p>The <b>Defects Liability Period</b> is 365 days.</p> <p>The <b>Project Manager</b> is <b>Eng. GODFREY SHIBITI</b>.</p> <p>The <b>Works</b> consist of Hydrogeological Survey, Drilling of <b>15</b> Productive Boreholes and Installation of Hand Pumps at Mwamabondo, Kalangasi, Kalangale, Kabisile, Munyu, Simbodamalu, Nyakombe, Mwisole, Nsaulo, Itaga, Makoyesengi, Mwandaigwe, Isuli, Malema and Mdaki Villages in Uyui District,</p> <p>The <b>Start Date</b> shall be Seven (7) days after site possession.</p> <p>The <b>Intended Completion Date</b> for the whole of the Works shall be One Hundred Eighty (180). Days</p> <p>The <b>Site</b> is located in Uyui District, TABORA Region.</p>
2.	2.2	Indicate whether <b>sectional completion</b> is specified not specified.
3.	2.3(10)	<p>List other documents that form part of the contract if any:</p> <p>A valid Business License.</p> <p>A valid VAT and TIN certificate.</p> <p>A copy of certificate of Board Registration</p> <p>CRB Registration</p>
4.	4.1	<p>The language of the Contract documents is <b>English</b></p> <p>The law that applies to the Contract is the <b>Laws of Tanzania</b>.</p>



11.	28.1	The Site Possession Date shall be: Seven days (7) after signing the contract
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within 30 days
13.	31.1	Appointing Authority for the Adjudicator: <b>National Construction Council of Tanzania (NCC)</b>
14.	32.3	Arbitration will take place at Dar Es Salaam in accordance with rules and regulations published by National Construction Council of Tanzania
15.	35.1	Otherwise, state [ <i>insert the responsible person for security of the site</i> ] <b>N/A</b>
<b>B. 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 2,000,000/-
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is 365 days.
<b>D. Cost Control</b>		
20.	52.7	The minimum amount of interim payment certificate shall be <b>acceptable successful completed productive Boreholes which achieve at least 80% of the minimum yield stated in the BOQ and approved by the Project Manager in consultation with lake Tanganyika Water Basin Office.</b>
21.	54.1	The currency of payment shall be <b>Tanzanian Shillings.</b>
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 15%
25.	60.1	The bonus for early completion is <b>N/A</b>
26.	61.1	The amount of advance payment shall be <b>N/A</b> 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: <b>N/A</b> of interim