



CONTRACT NO. AE – 102/2021-2022/TBR/W/32
(Source of Fund-COVID 19)

FOR

**CONSTRUCTION OF MABOHA,SASU WATER SUPPLY PROJECTS AND
EXTENSION OF MTAKUJA MAGHARIBI TO MTAKUJA MASHARIKI,KALIUA
STAND TO MJI MWEMA AND KANOGE TO MGELELA IN KALIUA DISTRICT AND
EXTENSION OF ITEBULANDA WATER SUPPLY SCHEME TO NSENDA VILLAGE
IN URAMBO DISTRICT.**

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY
(The Employer)

AND

M/S. MONIMAR & SONS(BUILDING AND CIVIL ENGINEERING)
P.O BOX 726,
TABORA.
(The Contractor)

DECEMBER, 2021

FORM OF CONTRACT

This Contract is made the 30th 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

MONIMAR & SONS (BUILDING & CIVIL ENGINEERING CO. LTD) having its principal place of business at P. O. Box 726, Tabora, (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 Construction of Maboha, Sasu Water Supply Projects and Extension of Mtakuja Magharibi to Mtakuja Mashariki, Kaliua Stand to Mji Mwema and Kanoge to Mgelela in Kaliua District and Extension of Itebulanda Water Supply scheme to Nsenda Village, Tender No. **AE - 102/2021-2022/TBR/W/32** 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.16/145/01/29** dated 27th December, 2021 awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Eight Hundred and Thirty One Million, Five Hundred Thirty Seven Thousand Three Hundred and Seventy Eight Shillings (831,537,378.00) 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 Construction of Maboha, Sasu Water Supply Projects and Extension of Mtakuja Magharibi to Mtakuja Mashariki, Kaliua Stand to Mji Mwema and Kanoge to Mgelela in Kaliua District and Extension of Itebulanda Water Supply scheme to Nsenda Village (**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 Eight Hundred and Thirty One Million, Five Hundred Thirty Seven Thousand Three Hundred and Seventy Eight Shillings (831,537,378.00) 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 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 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. Kapoti

Title: Regional Manager

Date: 30/12/2021

Seal:

In the presence of:

Signature: SB

Name: Eng. Mepambane B. Mashim

Title: District Manager

Date: 30/12/2021

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: Stephen P. Fickler

Name: STEPHEN P. FICKLER

Title: MD

Date: 30/12/2021

Seal:

MONMAR & SONS CO. LTD
BUILDING & CIVIL ENGINEERING
P. O. BOX 726, TABORA
TEL: 0787 461206

In the presence of:

Signature: Misayo I. Nantia

Name: Eng. Misayo I. NANTIA

Title: ENGINEER

Date: 30/12/2021

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.

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</p> <p>The Employer is, RURAL WATER SUPPLY AND SANITATION AGENCY (RUWASA).</p> <p>The Adjudicator is National Construction Council of Tanzania.</p> <p>The Defects Liability Period is 365 days.</p> <p>The Project Manager is Eng. Emmanuel Luswetula for Urambo District, & Eng. Boniface Mapambano for Kaliua District.</p> <p>The Works consist of Construction of Maboha, Sasu Water Supply Projects and Extension of Mtakuja Magharibi to Mtakuja Mashariki, Kaliua Stand to Mji Mwema and Kanoge to Mgelela in Kaliua District and Extension of Itebulanda Water Supply scheme to Nsenda Village in Urambo District.</p> <p>The Start Date shall be Seven days after site possession.</p> <p>The Intended Completion Date for the whole of the Works shall be One Hundred Eighty (180).Days</p> <p>The Sites are located in Kaliua District and in Urambo District Tabora Region.</p>
2.	2.2	Indicate whether sectional completion 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 English</p> <p>The law that applies to the Contract is the Laws of Tanzania.</p>

		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 N/A
26.	61.1	The amount of advance payment shall be 15% of the Contract price and shall be paid to the contractor not later than 30 Days after submission of a claim supported by an acceptable Advance Bank Guarantee of the same amount. Monthly Recovery of Advance Payment: 20% of interim payments Certificate
27.	62.1	The Performance Security shall be: Fifteen percent (15%) of the contract price. And it will be submitted to the Employer immediately after signing the contract in form of Insurance Bond.
28	66.1	Contractor shall handover the site and the works to the Employer within 30 Days after Certificate of Completion.
E. Discharge of the Contract		
29.	68.1	As built drawings shall be supplied by the contractor by. Within ninety (90) days after practical completion date. Operating manual shall be supplied by the contractor by: Within 30 days after practical completion date.
30.	68.2	The amount to be withheld by the Project Manager in case the contractor does not submit as built drawings is: 3,000,000/- The amount to be withheld by the Project Manager in case the contractor does not submit operating manual is: 0.1% of the Contract Sum
31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is: 100 days.
32.	70.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 10% of the balance works.
33.	65.1	Adhere with Environmental Management Act, Number 20 of 2004 and its Regulations and Occupation Safety and Health Act, 2003 with its Standards: 0.5 percent of project cost will be used for environmental issues