



**RUWASA**

Rural Water Supply and Sanitation Agency

**CONTRACT NO. AE – 102/2021-2022/TBR/W/28**

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

**FOR**

**CONSTRUCTION OF MWAMAYUNGA WATER SUPPLY PROJECT (PHASE 1) IN  
SIKONGE DISTRICT.**

**BETWEEN**

**RURAL WATER SUPPLY AND SANITATION AGENCY**

**(The Employer)**

**AND**

**M/S. KALAGO ENTERPRISES CO.LTD,**

**P.O BOX 2566,**

**DODOMA.**

**(The Contractor)**

**DECEMBER, 2021**

## FORM OF CONTRACT

This Contract is made the .....<sup>30<sup>th</sup></sup>.....day of .....<sup>December</sup>.....2021.

Between

**The Rural Water Supply and Sanitation Agency (RUWASA)**, having its physical address at Fire Street, P.O. Box 730, **TABORA**, Tanzania (hereinafter called "**The Employer**") of the one part;

And

**KALAGO ENTERPRISES CO.LTD** having its principal place of business at P. O. Box 2566, **DODOMA**, (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 Contactor 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 Mwamayunga Water Supply Project (Phase 1) in Sikonge District, Tender No. **AE – 102/2021-2022/TBR/W/28** 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.16/145/01/27 dated **24<sup>th</sup> December, 2021** awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Two Hundred and Twenty Seven Million, Six Hundred Twenty Two Thousand Five Hundred and Eight Two shilling Only (227,622,582) 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 Mwamayunga Water Supply Project (Phase 1) in Sikonge 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 Two Hundred and Twenty Seven Million, Six Hundred Twenty Two Thousand Five Hundred and Eight Two shilling Only (227,622,582) 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) 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: Annelle

Name: Eng. H. L. Kapri

Title: Regional Manager

Date: 30/12/2021

Seal: .....

**In the presence of:**

Signature: [Signature]

Name: FIKIRI T. SAMADI

Title: Ag-DM

Date: 30/12/2021

**FOR AND ON BEHALF OF THE CONTRACTOR:**

Signature: [Signature]

Name: HAKIRA R. ACKLISIM

Title: M. DIRECTOR

Date: 30/12/2021

Seal: .....

**In the presence of:**

Signature: [Signature]

Name: SIFUNI WILLIAM

Title: TECHNICAL DIRECTOR

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;"><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. FIKIRI SAMADI Sikonge District</b>.</p> <p>The <b>Works</b> consist of Construction of Mwamayunga Water Supply Project (PHASE 1) in Sikonge District.</p> <p>The <b>Start Date</b> shall be Seven days after site possession.</p> <p>The <b>Intended Completion Date</b> for the whole of the Works shall be <b>One Hundred Eighty (180).Days</b></p> <p>The <b>Site</b> is located at Mwamayunga Village – Sikonge District, <b>TABORA Region</b>.</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>

		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 15% 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 Advance Bank Guarantee of the same amount.</b> 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 <b>30 Days</b> after Certificate of Completion.
		<b>E. Discharge of the Contract</b>
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