

Form of Contract Agreement

This Agreement, made the 01st January, 2022 between District Executive Director of P. O. Box 27, Singida (hereinafter called "the Employer") and M/S. Kagwa General Supplies Limited of P. O. Box 518, Singida (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute the **Construction of Intensive Care Unit and a Three in One Semi Detached Staff House, Quotation No.LGA-116/20921/2022/W/01** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **TZS.383,948,971.31** The hundred eighty three million nine hundred forty eight thousand nine hundred seventy one, cents thirty one only) VAT inclusive (hereinafter called "Contract Price").

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. 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.
3. 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 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.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER in the presence

Signature

(Name) DISMAS PERAMBILI
(Occupation) AG. DE

Company Seal



Signature

(Name) ELIA DIGHA MLANGI
(Occupation) MWENYEKITI

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR in the presence

Signature

(Name) COSTANTINE L. STEPH
(Occupation) DIRECTOR

Company Seal



Signature

(Name) Eng. Abel Rungo
(Occupation) Engineer

Standard Power of Attorney

To: The District Executive Director
Singida District Council
P.o.Box 27
Singida.

THAT BY THIS POWER OF ATTORNEY given on this 22nd day of December, 2021 WE the undersigned **M/s. Kagwa General Supplies Ltd donor** of P.o.Box 518, Singida, by virtue of authority conferred to us by the Board Resolution No. N/A of 22nd day of December, 2021 do hereby ordain nominate and appoint **Mr. Costantine Leon Stephano** (One of Director) of P.o.Box 518, Singida to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. LGA-116/2021/2022/W/01 that is to say;

To act for the company and do any other thing or things incidental for tender No. LGA-116/2021/2022/W/01 of Construction of Intensive Care Unit (ICU) and Construction of Three in One Semi Detached Staff House for the Singida District Council P.o. Box 27, Singida;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

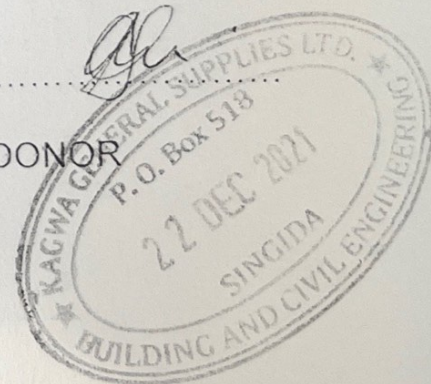
AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **M/s. Kagwa General Supplies Ltd, P.o.Box 518, Singida** and delivered in the presence of us this 22nd day of December, 2021

IN WITNESS whereof we have signed this deed on this 22nd day of December, 2021 at Singida for and on behalf of **M/S. Kagwa General Supplies Ltd, P.o.Box 518, Singida**

SEALED and DELIVERED by the
Common Seal of **M/s. Kagwa General Supplies Ltd**
This 22nd day of December, 2021

DONOR



BEFORE ME:

Name: Gasmar P. Luambano
Signature: [Signature]
Date: 22-12-2021

COMMISSIONER FOR OATHS

Advocate,
Notary Public
&
Commissioner

KAGWA GENERAL SUPPLIES LIMITED

P.O.BOX 518,
SINGIDA

BOARD OF RESOLUTION.

Minutes of ordinary BOARD OF DIRECTOR'S meeting hold on 22th December 2021 Company head office at Singida Town on 9:30 AM

Present

JANES EZRA ONG'ETE

MANAGING DIRECTOR (CHAIR MAN)

COSTANTINE L. STEPHANO

DIRECTOR (MEMBER)

CHRISTINA MAHAMUD

DIRECTOR (SECRETARY)

RESOLUTION

It was amicable by all Directors the COSTANTINE L. STEPHANO to be appointed to sign all the document relating to:-

QUOTATION FOR

CONSTRUCTION OF INTENSIVE CARE UNIT (ICU) AND CONSTRUCTION OF THREE IN ONE BLOCK SEMI DETACHED STAFF HOUSE

QUOTATION NO.LGA-116/2021/2022/W/01
PROJECT NO.5441-TCRP

The meeting was closed by chairman at 11:30 AM

SIGNED

DATE

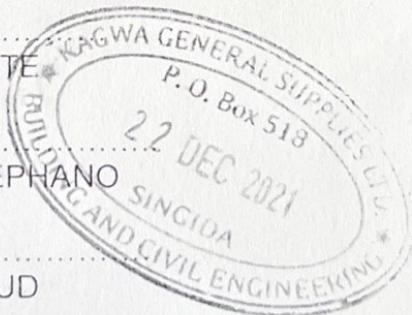
JANES EZRA ONG'ETE

22. 12. 2021

COSTANTINE L. STEPHANO

CHRISTINA MAHAMUD

22 / 12 / 2021



SINGIDA DISTRICT COUNCIL
(All Correspondence to District Executive Director)



Singida Region.
Tel No. 0262502252/2237
Fax: 0262502719
E-mail: ded.singidadc@singida.go.tz

P.O. Box 27,
SINGIDA.

Ref. No.: LGA-116/2021/2022/W/01/01

30th December, 2021

Managing Director,
M/S Kagwa General Supplies Limited,
P. O. Box 518,
SINGIDA

RE: ACCEPTANCE LETTER

This is to notify you that your tender dated 22nd December, 2021 for execution of the Construction of Intensive Care Unit and Construction of a Three in One Semi Detached Staff House, Quotation No.LGA-116/2021/2022/W/01 for the Contract Price of the equivalent of TZS. 383,948,971.31 VAT inclusive, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirming **National Construction Council (NCC)** to be the appointing authority, to appoint the Adjudicator incase of any arisen disputes in accordance with ITT 43.1.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature: _____

A handwritten signature in dark ink, appearing to read "Dismas J. Pemambili", is written over the line for the authorized signature.

Name and Title of Signatory: _____

DISMAS J. PEMAMBILI

Name of Agency: _____

SINGIDA DC

Attachment: Form of Contract

MKURUGENZI MTENDAJI
HALMASHAURI YA WILAYA
SINGIDA

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. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1	1.1	<p>A. General</p> <p>The Employer is District Executive Director</p> <p>The Adjudicator is: National Construction Council (NCC)</p> <p>The Defects Liability Period is: 12 Months</p> <p>The Project Manager is: District Engineer, P.o.Box 27, Singida</p> <p>The Works consist of Substructure, Superstructure, Roofing, Doors and Windows, Finishing, Painting and Decoration, Plumbing and Sanitary works and Electrical Installation.</p> <p>The date of commencement shall be: 04th January, 2022</p> <p>The intended completion date for the whole work shall be: 03rd May, 2022.</p> <p>The site is located at Sekotoure Village, Ilongero Ward and is defined as Singida District Hospital</p>
2.	2.2	Indicate whether sectional completion is? : As specified
3.	2.3(10)	<p>List other documents that form part of the contract if any:</p> <p>a) Negotiation Minutes</p> <p>b) Nil</p> <p>c) Nil</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>

5	8.1	Address for communication Employer's: District Executive Director, P. O. Box 27, Singida. Contractor's: Nil
6.	12.1	Include the Schedule of Other Contractors, if any: Nil
7.	13.1	Include the schedule of key personnel. 1. Structural Engineer (1) 2. Architectural Engineer (1) 3. Electrical Engineer (1) 4. Quantity surveyor (1)
8.	17.1	The minimum insurance covers shall be: 0.01% of the contract sum to cover all narrated below; (a) Loss of or damage to the Works, Plant, and Materials. (b) loss of or damage to Equipment (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract (d) Personal injury or death
9.	18.1	Site Investigation Reports available to the Tenderer are: a) Shall be provided as required b) Nil c) Nil
	25.1	Unless otherwise state tax payment status; VAT, Withholding Tax and Service Levy.
10.	26.4	The other measures include: a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
11.	28.1	The Site Possession Date shall be 01st January, 2022.
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within seven (7) days
13	31.1	Appointing Authority for the Adjudicator: District

		seven (7) days
13.	31.1	Appointing Authority for the Adjudicator: District Executive Director P.o.Box 27, Singida
14.	32.3	Arbitration will take place at Singida District Council in accordance with rules and regulations published by NCC as per arbitration rules and regulations
15.	35.1	Otherwise state: M/s. Kagwa General Supplies Ltd, P.o.Box 518, Singida

B. Time Control

16.	36.1	The Contractor shall submit a programme for the works within two days of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is 7 days .
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: 2% of the contract sum

C. Quality Control

19.	44.1	The Defects Liability Period is 120 days .
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D. Cost Control

20	52.7	Minimum amount of Interim Payment Certificate will be 10 percent of contract sum
21	54.1	The currency of payment shall be Tanzanian shillings
22.	57	The contract is not subject to price adjustment.
23.	58.1	The amount of retention is 5% of value of works of Interim Payment Certificate'. Limit of retention will be: 10% of contract sum.

24.	59.1	The amount of liquidated damages is 0.1% of contract price per day
		The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10% of the contract sum
25.	60.1	The bonus for early completion is: N/A .
26.	61.1	The amount of advance payment shall be: N/A
		Monthly Recovery of Advance Payment: N/A Percent of amount of Interim Payment Certificate.
27.	62.1	The Performance Security shall be: 10% of the contract sum. Note: a minimum amount equivalent to 10 to 15 percent of the contract sum.
28	66.1	Contractor shall handover the site and the works to the Employer within Three days after Certificate of Completion is issued
		E. Discharge of the Contract