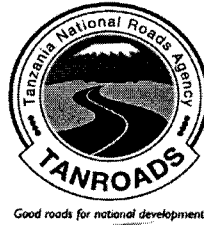


THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WORKS, TRANSPORT AND
COMMUNICATION



CONTRACT

FOR

DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF 2500 TCD
TURNKEY SUGAR FACTORY (WITH REFINERY) FOR MBIGIRI FARM,
MOROGORO TANZANIA

EMPLOYER

Tanzania National Roads Agency,
3rd Floor, 10 Shaaban Robert
Road/Garden Avenue Junction,
P. O. Box 11364,
Dar es Salaam

CONTRACTOR

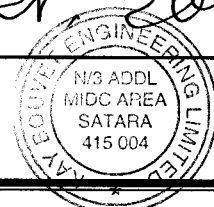
M/s Kay Bouvet Engineering
Ltd,
N-3 Addl MIDC Area,
Satara – 415 004,
Maharashtra

CONTRACT NUMBER:

TRD/HQ/102/2019/20

DATED:

23rd October 2019



The Agreement

THIS AGREEMENT is made on the 23rd day of October, 2019 between Tanzania National Roads Agency (TANROADS) for and on behalf the Government of United Republic of Tanzania, and having its principal place of business at 10 Shaaban Robert Road/Garden Avenue Junction, P. O. Box 11364, Dar es Salaam; Tanzania (hereinafter called "the Employer"), of the one part, and M/s Kay Bouvet Engineering Ltd, a corporation incorporated under the laws of India and having its principal place of business at N-3 Addl MIDC Area, Satara – 415 004, Maharashtra, India (hereinafter called "the Contractor") , of the other part:

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **Design, Supply, Installation and Commissioning of 2500 TCD Turnkey Sugar Factory (with Refinery) for Mbigiri Farm, Morogoro Tanzania** ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

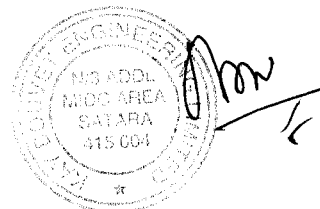
1.1 Contract Documents (Reference GCC 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) The Agreement and the Appendixes hereto;
- (b) Tender and Price Schedules submitted by the Contractor;
- (c) Special Conditions of Contract;
- (d) General Conditions of Contract;
- (e) Technical Specifications and Drawings;
- (f) Change Order Procedures;
- (g) Letter of Acceptance and Minutes of Pre-contract negotiations; and
- (h) Attachment 1 – Addenda Issued During Tendering Process;
- (j) Forms and Supplementary Information.

1.2 Order of Precedence (Reference GCC 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.



**Article 2.
Contract Price
and Terms of
Payment**

1.3 Definitions (Reference GCC 1)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

2.1 Contract Price (Reference GCC 11)
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **USD 50,858,000.00 (United States Dollars Fifty Million Eight Hundred Fifty Eight Thousand Only)** plus provisional sum of **TShs. 11,744,000,000 (Tanzania Shillings Eleven Billion Seven Hundred Forty Four Million Only)** inclusive of all duties and all other local taxes (except those costs and taxes related to obligations/responsibilities of the Employer) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

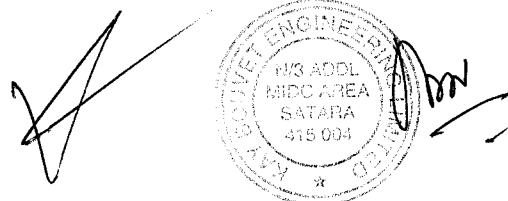
2.2 Terms of Payment (Reference GCC 12)
The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

**Article 3.
Effective Date
for Determining
Time for
Completion**

3.1 Effective Date (Reference GCC 1)
The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.



3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4.
Appendixes**

4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

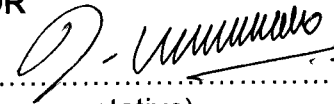


IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED FOR AND BEHALF OF THE EMPLOYER

SIGNED AND DELIVERED ON FOR AND ON BEHALF OF THE CONTRACTOR

Signature: 

Signature: 
(Authorized Representative)

Name: Patricia M. Mungata

Name: R. VIJAYARAJAM

The Chief Executive,
Tanzania National Roads Agency,
P. O. Box 11364,
Dar es Salaam.

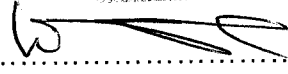
Occupation: Asst. Engr.

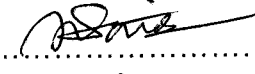
Address:



IN THE PRESENCE OF:

IN THE PRESENCE OF:

Signature: 

Signature: 

Name: KURISITA Y. MWANATA

Name: ALEX MHAGAMA

Occupation: LEGAL COUNSEL

Occupation: MANSON OFFICER

Address: P.O. Box 11364

Address: Box 71858

DAR ES SALAM

DAR-ES-SALAM

