

1. Form of Agreement

This Agreement is made on the 4th day of April, 2020 between Mkulazi Holding Company Limited, located at Mbigiri Estate in Dakawa of P.O. BOX 1079, MOROGORO (hereinafter called "the Employer") and M/S China Schuan International Corporation (SIETCO), P.O. BOX 72459 DAR ES SALAAM (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor to execute Construction of Irrigation Water Storage Ponds at Mbigiri Estate at Morogoro-Tanzania (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 4,488,502,230.41 (Tanzania Shillings Four Billions Four Hundred Eighty Eight Million Five Hundred and Two Thousands Two Hundred Thirty and Forty One Cents) VAT inclusive (hereinafter called "Contract Price").

NOW THIS AGREEMENT WITNESSETH 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.
 - i. Form of Agreement
 - ii. Special Conditions of Contract
 - iii. General Conditions of Contract
 - iv. Drawings
 - v. Specifications
 - vi. Bill of Quantities (BOQ)
 - vii. Letter of Award
 - viii. Letter of Acknowledgement
 - ix. Minutes for Negotiations
 - x. Tender Form
 - xi. Power of Attorney
 - xii. Contractor's Bid
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 TZS 4,488,502,230.41 (Tanzania Shillings Four Billions Four Hundred Eighty Eight Million Five Hundred and Two Thousands Two Hundred Thirty and Forty One Cents) VAT inclusive 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 in their respective names as of day and year first above written

SIGNED and delivered for and on behalf of MKULAZI HOLDING COMPANY LIMITED at Morogoro this 4th day of April, 2020

Name: SELESTINE J. SOME

Signature: [Signature]

Occupation: CHIEF EXECUTIVE OFFICER

Date: 4/4/2020

In the presence of

Name: [Signature]

Signature: ABDUL S. MWANKEMWA

Occupation: PROJECT MANAGER

Date: 04/04/2020



SIGNED and delivered for and on behalf of M/S China Schuan International Corporation Co. Ltd at Dar es Salaam this 04th day of April, 2020

CONTRACTOR:

Name: TAN JIAN

Signature: [Signature]

Occupation: Director

Date: 04 / April / 2020

In the presence of

Name: LI JIANG

Signature: [Signature]

Occupation: TENG

Date: 04/04/2020

[Handwritten marks]

II: SPECIAL CONDITIONS CONTRACT

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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 style="text-align: center;">A. General</p> <p>The Employer is: Chief Executive Officer, Mkulazi Holding Company Limited, Mbigiri Estate in Dakawa P.O.BOX 1079, Tel: + 255 23295278 MOROGORO</p> <p>The Adjudicator shall be appointed by the proposed appointing authority:</p> <p>National Construction Council (NCC) as an appointing authority with the following address: Samora Tower, 9th Floor Mansfield Street, P.O.BOX 70039 Email: info@ncc.go.tz Dar es Salaam.</p> <p>The Defects Liability Period is 180 days from the date of Practical completion certificate issued.</p> <p>The Project Manager : M/s Edge Engineering and Consulting Ltd in JV with M/s Bureau for Agricultural Consultancy and Advisory Services (BACAS)-MOROGORO; P.O. BOX 24520 Dar es Salaam Atten: Eng. Alex Mutabazi</p>

		<p>The Works consist:</p> <ul style="list-style-type: none"> a) Clearance for the proposed construction - 9.6ha b) Excavation works to the ponds and trenches-160,415m³ c) Construction of 1.5m high embankment around the ponds-36,653m³ d) Lining the reservoirs of the excavated ponds with Clay-28,800 m³ <p>The Start Date shall be within Seven (7) days after signing of the contract.</p> <p>The Intended Completion Date for the whole of the Works shall be three (3) months after handing over the site to the contractor.</p> <p>The Site is located at Mbigiri Estate, 7km from Morogoro-Dodoma Road at Dakawa and is defined in drawings No. <i>MHCL/LOT-1/MD/01</i>.</p>
2.	2.2	Sectional completion will not be applied
3.	2.3(10)	<p>List other documents that form part of the contract:</p> <ul style="list-style-type: none"> (a) Minutes of Negotiation (b) Schedule of Essential Equipment (c) Schedule of Key Personnel (d) Registered Power of Attorney.
4.	4.1	<p>The language of the Contract documents will be in English</p> <p>The law that applies to the Contract is the Laws of Tanzania.</p>
5	8.1	<p>Address for communication Employer's The Chief Executive Officer Mkulazi Holding Company Limited Mbigiri Estate in Dakawa P.O.BOX 1079 Tel: + 255 23295278 MOROGORO.</p> <p>Contractor's: M/S China Schuan International Corporation Co. Ltd (SIETCO) P.O.BOX 72459</p>

		<p>Tel: +255 22 2771186/ +255 754 420 153 Email: sietcotanzania@163.com DAR ES SALAAM</p>
6.	12.1	<p>Include the Schedule of Other Contractors: NOT APPLICABLE</p>
7.	13.1	<p>Include the Schedule of Key Personnel.</p> <ol style="list-style-type: none"> 1. The site Agent/Project Manager must :- <ol style="list-style-type: none"> a. Be a qualified registered Civil Engineer with Engineering Registering Board with valid practice license. b. Have general experience of not less than 15 years c. Have specific experience in dam/ponds contracts for not less than 10 years d. Have hold a post as Site Agent/Project Manager for At least 5 projects 2. Land/ Topographical Surveyor must:- <ol style="list-style-type: none"> a) Be a qualified register with land Surveyors Land Registration Board b) Have general experience of not less than 8 years c) Have specific experience of 6 years in earth dam works which 4 year' experience in a position of Land/Topographical Surveyor 3. Civil Technical must:- <ol style="list-style-type: none"> a) A qualified registered Civil Technician with Engineering Registration Board; b) Have general experience of not less than 7 years; and c) Have performed at least five projects of similar nature of the proposed project experience
8.	17.1	<p>The minimum insurance covers shall be:</p> <ol style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials TZS 6,000,000.00 (b) loss of or damage to Equipment TZS 4,000,000.00. (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; TZS 5,000,000.00.

		(d) personal injury or death TZS 5,000,000.00.
9.	18.1	Site Investigation Reports available will be available to the Tenderer when and as need arise.
	25.1	Unless otherwise state tax payment status. a) Value Added Taxes b) Withholding Tax c) And other than may be added to the contract price.
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 within Seven (7) days from the date contract signed.
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within Seven days.
13	31.1	Appointing Authority for the Adjudicator: National Construction Council (NCC) as an appointing authority with the following address: Samora Tower, 9 th Floor Mansfield Street, P.O.BOX 70039 Email: info@ncc.go.tz Dar es Salaam
14.	32.3	Arbitration will take place at Mbigiri Estate in accordance with rules and regulations published

		by National Construction Council.
15.	35.1	Otherwise it is None.
B. Time Control		
16.	36.1	The Contractor shall Submit a Programme for the Works within Seven (7) days after Letter of Award issued.
17.	36.2	The period between Programme updates is Fourteen (14) 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 1 per cent of the Value of Interim Payment Certificate submitted.
C. Quality Control		
19.	44.1	The Defects Liability Period is 365 days from the date of issuing practical completion Certificate.
D. Cost Control		
20	52.7	Minimum Amount of Interim Payment Certificate will be 20 percent of the Contract price
21	54.1	The currency of payment shall be Tanzania shillings.
22.	57	The contract is not subject to price adjustment.
23.	58.1	The amount of retention is 5 percent of value of works of Interim Payment Certificate'. Limit of retention will be 10 percent of contract price.
24.	59.1	The amount of liquidated damages is 0.15 per cent of the contract value per day up to a sum equivalent to the amount of the performance guarantee. The maximum amount of liquidated damages must be equivalent to the amount of the performance security 10 percent of the contract price.
25.	60.1	The bonus for early completion is Certificate of Appreciation

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26.	61.1	<p>The amount of advance payment shall be 15 per cent of the contract sum less provisional sums payable within 28 days after submission of advance payment guarantee of 15 per cent of the contract sum from a reputable Bank Operating in Tanzania.</p> <p>Monthly Recovery of Advance Payment: 25 per cent of amount of Interim Payment Certificate.</p>
27.	62.1	The Performance Security shall be 10 percent of contract price in the form of Unconditional Bank Guarantee from reputable Bank.
28	66.1	Contractor shall handover the site and the works to the Employer within 14 days after practical Certificate of Completion is issued and upon completion of any snags.
		E. Discharge of the Contract
29.	68.1	<p>As built drawings shall be supplied by the contractor and other any document to be agreed during site hand over to contractor.</p> <p>Operating manual shall be supplied by the contractor and other any document to be agreed during site hand over to contractor</p>
30.	68.2	<p>The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is 5 per cent of the Value of Interim Payment Certificate submitted.</p> <p>The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is 5 per cent of the Value of Interim Payment Certificate submitted.</p>
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 shall those calculated from the charged liquidated damages.

60 Bonus		60.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
61 Advance Payment		<p>61.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.</p> <p>61.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>61.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>