



TANA WATER WORKS DEVELOPMENT AGENCY

CONSTRUCTION OF MITHERU WATER PROJECTS CLUSTER

TENDER NO: TWWDA/T/049/2020-2021

FORM OF AGREEMENT

VOLUME 5

APRIL 2021

Employer

Tana Water Works Development
Agency
P. O. Box 1292 – 10100
NYERI

ABBREVIATIONS AND ACRONYMS

CDS	Contract Data Sheet
GCC	General Conditions of Contract
IFT	Invitation for Tender
ITT	Instruction to Tenderers
PE	Procuring Entity
PM	Project Manager

PPADA 2015 Public Procurement and Asset Disposal Act, 2015

PPADR 2020 Public Procurement and Asset Disposal Regulations, 2020

PPRA Public Procurement Regulatory Authority

STD Standard Tender Documents

SOR Statement of Requirements

SP Service Provider

TDS Tender Data Sheet

VAT Value Added Tax

ATTACHMENT: FORM OF CONTRACT

A. FORM OF AGREEMENT

THIS AGREEMENT, made on the (Day, Date) _____ day of (Month, Year) _____ between Tana Water Works Development Agency (TWWDA), Maji House, Baden Powel Road, P.O. Box 1292 – 10100, NYERI (hereinafter called “the Employer”) of the one part AND (Client's Name) _____ of (Address) **P.O. BOX** _____, _____ (Town) (hereinafter called “the Contractor”) of the other part covers the **Construction of** _____ (**Tender No. TWWDA/---/-----**).

Whereas the Employer is desirous that the Contractor executes the **Construction of** _____ (**Tender No. TWWDA/---/-----**) (hereinafter called “the Works”) located in _____ and the Employer has accepted the Tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of **ksh** _____ / (_____ (in words) **VAT Inclusive**.

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.
2. The following documents found on TWWDA website (www.tanawwda.go.ke) shall be deemed to form part of the tender document and shall be read and construed as part of any subsequent Agreement that may be entered into between the winning bidder and the Procuring Entity and subsequently bind the parties thereto:
 - (i) **General Condition of Contract (GCC): Volume 1;**
 - (ii) **Technical Specifications: Volume 2;**
 - (iii) **Performance Bank Guarantee: Volume and Bank Guarantee for advance payment: Volume 3;**
 - (iv) **Application to PPARB: Volume 4;**
 - (v) **Form of Agreement: Volume 5**
 - (vi) **Drawings as provided: Volume 6;**
3. The following documents shall be deemed to form a summarized bid document and shall be read and construed as a summarized Agreement between the winning bidder and the Employer (TWWDA):
 1. **Introduction;**
 2. **Invitation to Tender;**
 3. **Tender Data Sheet (TDS) as per the bid document;**
 4. **Contract Data Sheet (CDS) as submitted in the bid document;**
 5. **Form of Tender duly filled by the contractor in the bid document ;**
 6. **Duly filled Tender Security Bank Guarantee/ Filled Tender Security Declaration Form (for firms under Special Groups);**
 7. **Confidential Business Questionnaire form as submitted in the bid document;**
 8. **Integrity Declaration/Anti-Corruption Declaration Commitment/Pledge;**

9. **Form of Agreement/Contract;**
10. **Evaluation criteria;**
11. **Priced Bills of Quantities (BOQ) by the contractor as submitted in the bid document;**
12. **The Procuring Entity's signed Notification of Intention to enter into a Contract;**
13. **Signed Letter of Acceptance from the contractor;**
 - a. **Performance security as submitted by the contractor;**
 - b. **Policies and certificates for insurance (if any) and where the contractor fails to submit original copies of such policies and certificates of insurance (if it is a requirement), the P.E. shall have a right to recover any premiums that may be paid from the amount due from cost/s payable to the contractor.**

4. 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.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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 hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **TANA WATER WORKS DEVELOPMENT AGENCY**

Name: _____

Designation: **CHIEF EXECUTIVE OFFICER-TWWDA**

Signature: _____

Date: _____

In the presence of:

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

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For and on behalf of the Contractor: _____

Full name of Contractor's

Authorized representative: _____

Designation: _____

Signature: _____

Date: _____

In the presence of:

Witness: Name: _____

Address: _____

Signature: _____

Date: _____