

REPUBLIC OF RWANDA



Rwanda Transport
Development Agency (RTDA)

Contract for:

Design and Upgrading works of Base-Butaro-Kidaho (63Km) Road Project

Contract Ref. No: 00-000001/W/SS/2021/2022/RTDA

Employer: *Rwanda Transport Development Agency (RTDA)*

Contractor: *The JV NPD Ltd & China Road and Bridge Corporation (CRBC) Ltd*

Contract Amount, Exclusive of taxes: *USD 73,915,381 for upgrading works and USD 2,000,000 for provisional sum.*

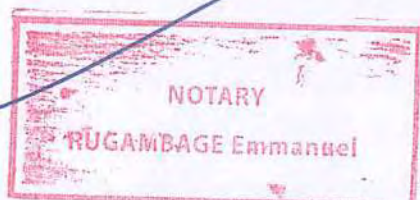
Contract Amount, Inclusive of taxes: *USD 87,220,150 for upgrading works and USD 2,360,000 for provisional sum.*

Period for Design & Construction: *Thirty-six (36) months*

Period for Defects Liability Period: *Eighteen (18) months*

Duration of the contracts including DLP: *Fifty-Four (54) months*

Contract Start date: *See e-procurement System*



CONTRACT AGREEMENT

THIS AGREEMENT is made the (see e-Procurement system) day of (see e-Procurement system) between *Rwanda Transport Development Agency (RTDA), KG 563 St., Queen's Land House, First Floor, P.O Box 6674* represented by *Mr. Imena MUNYAMPENDA* (hereinafter "the Employer"), of the one part, and *the JV NPD Ltd & China Road and Bridge Corporation (CRBC) Ltd, represented by Mr. Yves NSHUTI* (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as Design and Upgrading works of Base-Butaro-Kidaho (63Km) Road Project should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- i. The Contract Agreement*
- ii. The Particular Conditions Part A - Contract Data*
- iii. The Particular Conditions Part B - Special Provisions*
- iv. The General Conditions of Contract*
- v. The Minutes of contract negotiation*
- vi. The Letter of Acceptance*
- vii. The Works Requirements*
- viii. Schedule of items and Related Definition*
- ix. The letter of request for quotation / Proposal*
- x. The contractor's proposal*
- xi. The JV undertaking*
- xii. Any other document listed in the PCC as forming part of the Contract*

The documents forming the contract are to be taken as mutually explanatory of one another. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Signature

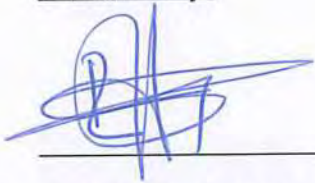


4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price is a lump sum of eighty-nine million five hundred eighty thousand one hundred fifty (USD 89,580,150) United States Dollars including all applicable taxes detailed as follows: eighty seven million two hundred twenty thousand one hundred fifty (USD 87,220,150) United States Dollars for upgrading works and two million three hundred sixty thousand (USD 2,360,000) United States Dollars provisional sum for maintenance works during the design phase 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 Agreement to be executed in accordance with the laws of Rwanda on the day, month and year specified above.


Date: 19/09/2022

Checked by:



REHEMA BUTOYI
Legal Affairs Specialist/RTDA


Signed by:



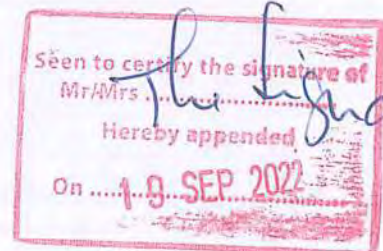
YVES NSHUTI (for the Contractor)



Signed by:



IMENA MUNYAMPENDA (for the Employer)



CONDITIONS OF CONTRACT AND CONTRACT FORMS



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SECTION VIII - GENERAL CONDITIONS OF THE CONTRACT (GCC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the *World Bank’s* COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

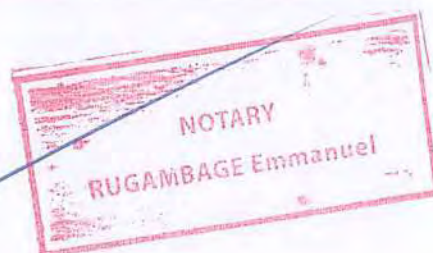
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SECTION IX - PARTICULAR CONDITIONS OF THE CONTRACT (PCC)

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

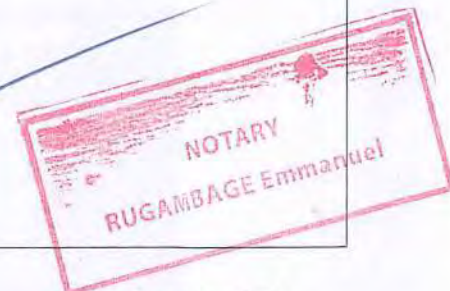


A large, handwritten blue checkmark is drawn across the bottom of the page, starting from the left margin and extending towards the right, passing over the notary stamp. Below the checkmark, there are two small, handwritten blue initials or marks, one resembling a stylized '9' and the other a stylized 'E'.

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	Not Applicable. However, this clause will only be applicable in case there is variation of scope proposed by the client which results in increase of the contract amount.
Defect Notification Period (DNP)	1.1.27	Eighteen (18) Months
Employer's name and address	1.1.30	<u>The Employer is :</u> Rwanda Transport Development Agency (RTDA) KG 563 St, Queen's land House P.O.Box. 6674 Kigali-Rwanda Email: info@rtda.gov.rw
Engineer's name and address	1.1.35	<u>Name:</u> To be communicated by the employer <u>Address:</u> To be communicated by the employer
Site	1.1.77	<i>The site is located in Rulindo, and Burera Districts in the Northern Province of Rwanda</i>
Time for Completion	1.1.86	36 months including 6 months of design and contractor's mobilization
Notice and other communications	1.3	The employer's address for the purpose of communication is: Director General Rwanda Transport Development Agency KG 563 St, Queen's land House P.O.Box. 6674 Kigali-Rwanda Email: info@rtda.gov.rw



Conditions	Sub-Clause	Data																									
Governing Law	1.4	The contract shall be governed by the law of the Republic of Rwanda and the language for communications shall be English																									
Time for access to the Site	2.1	<p>Commencement: To be specified in the letter of commencement. The Contractor shall be given commencement letter for design thirty (30) days after contract signature and commencement letter for physical works execution after the approval of the design.</p> <p>Expropriation: The Employer shall undertake the valuation processes and submit the valuation reports to the Contractor for payment, using the money allocated for expropriation.</p> <p>Site possession: The issuance of site possession shall be progressive in accordance with the approved work program/schedule.</p>																									
Payment modalities	2.4	<p>The payment will be done based on the achieved milestone as per the below table:</p> <table border="1"> <thead> <tr> <th>Mile stone No.</th> <th>Description of Certificate</th> <th>Percent age of Contract Price</th> <th>Cumulative Percentage of Contract Price</th> <th>Conditions for submission</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Advance Payment</td> <td>20%</td> <td></td> <td>Upon the contract signature and submission of the advance payment guarantee</td> </tr> <tr> <td>2.</td> <td>First Instalment</td> <td>5%</td> <td>5%</td> <td>Upon completion of the design together with contractor's mobilisation and site installation achieving 50%</td> </tr> <tr> <td>3.</td> <td>Second Instalment</td> <td>5%</td> <td>10%</td> <td>Upon completion of 10km of the road with sub-base layer together with contractor's mobilisation and site installation achieving 80%</td> </tr> <tr> <td>4.</td> <td>Third Instalment</td> <td>5%</td> <td>15%</td> <td>Upon completion of 10km of the road with asphalt together with all structures and drainage. Contractor's mobilisation and site</td> </tr> </tbody> </table>	Mile stone No.	Description of Certificate	Percent age of Contract Price	Cumulative Percentage of Contract Price	Conditions for submission	1.	Advance Payment	20%		Upon the contract signature and submission of the advance payment guarantee	2.	First Instalment	5%	5%	Upon completion of the design together with contractor's mobilisation and site installation achieving 50%	3.	Second Instalment	5%	10%	Upon completion of 10km of the road with sub-base layer together with contractor's mobilisation and site installation achieving 80%	4.	Third Instalment	5%	15%	Upon completion of 10km of the road with asphalt together with all structures and drainage. Contractor's mobilisation and site
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