

**RWANDA TRANSPORT DEVELOPMENT AGENCY**

P.O Box 6674

KG 563 St., Queen's Land House

Email: info@rtda.gov.rw**KIGALI**

MINADEF
Received Date: ...05/10/2020
Time: ...15:15
Registered No: ...1554

Permanent Secretary**Ministry of Defence (MoD)**

P.O. Box: 23

KIGALI

ENGINEERING BRIGADE CENTRAL SECRETARIAT
RECEIVED BY: <i>PH. VUNTONZE</i>
TEL-FAX: 252580408
DATE: 08/10/2020

*Alice
Aumf.*

Dear Sir,

REF: Urgent Maintenance Works for different spots on Kinazi - Ruhango- Gitwe- Buhanda- Kirinda- Birambo- Karongi road (NR7)**RE:** Transmission of signed Agreement & Commencement Date

Reference made to the:

- i. Agreement No. RMF/2020- 2021/25 signed on 29 September 2020;
- ii. Memorandum of Understanding (MoU) signed 25 April 2017 between MINADEF, MININFRA, MINECOFIN, MINALOC and RPPA, establishing a mutual agreement between parties to use force account under Procurement Law for the execution of works.

We have a pleasure to transmit to your office the signed Agreement related to the above mentioned project, and by the same occasion, inform you that the **Commencement Date** is set on 13 October 2020 (see Art.7 of the Agreement).

Please accept, Permanent Secretary, the assurance of our highest consideration.

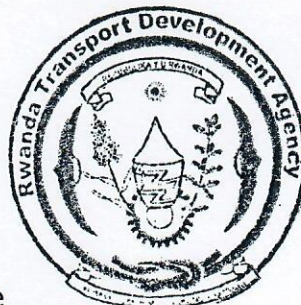
Sincerely,

Imena MUNYAMPENDA

Director General

Cc:

- Hon. Minister of Infrastructure
- Permanent Secretary/ MININFRA
- Brigade Commander/ Engineer Brigade
- Director General/ RMF

KIGALI

Co-constituted H/Ace
For your attention
10/10/20
Rumf

Website: <http://rtda.gov.rw>

REPUBLIC OF RWANDA



RWANDA TRANSPORT DEVELOPMENT AGENCY

WORK AGREEMENT No. ... *RMF/2020-2021/26*

BETWEEN

RWANDA TRANSPORT DEVELOPMENT AGENCY (RTDA)

AND

MINISTRY OF DEFENCE (MOD)/ ENGINEER BRIGADE

FOR URGENT MAINTENANCE WORKS OF
MPANGA SPOT ON NR6 (Nyanza road section) AND ON DIFFERENT SPOTS ON TEA
PLANTATION ACCESS ROADS (Nyabimata- Bigugu- Muganza, Muganza- Giswi- Kivu, Kivu-
Kibeho and Giswi- Uwinteko- Nshili) in Nyaruguru District.

FUNDING : Road Maintenance Fund (RMF)
AGENCY

AGREEMENT : Three Hundred Sixty Million Three Hundred Eighty-Eight
AMOUNT Thousand Eight Hundred Sixty-Three Rwandan Francs
(360,388,863 Frw).

CURRENCY : Rwandan Francs (Frw)

SIGNATURE : *01 OCT 2020*
DATE

STARTING : *15 OCT 2020*
DATE

DURATION : Ten (10) Calendar months



This WORK AGREEMENT hereinafter referred to as the "Agreement" is entered into by and BETWEEN

Rwanda Transport Development Agency (RTDA) with address **P.O Box: 6674 Kigali**, Email: **info@rtda.gov.rw** represented by **Director General** hereinafter referred to as "RTDA";

AND

The Ministry of Defence/Engineer Brigade with Address P.O Box 23, Kigali, represented by Colonel (Rtd) Innocent GASHUGI, Permanent Secretary, Ministry of Defence hereinafter referred to as "MOD"

WHEREAS the RTDA desires that the Works known as **Urgent Maintenance Works of Mpanga spot on NR6 in Nyanza District (Nyanza road section) and on Different spots on Tea Plantation Access roads (Nyabimata- Bigugu- Muganza, Muganza- Giswi- Kivu, Kivu- Kibeho and Giswi- Uwinteko- Nshili) in Nyaruguru District** shall be executed by the MOD/ Engineer Brigade, and has accepted the Quotation by the MOD/ Engineer Brigade for the execution and completion of these Works and the remedying of any defects therein,

RTDA has received funds from the Road Maintenance Fund (RMF), hereinafter called the ("Funding Agency") towards the cost of the works and intends to apply a portion of the proceeds of these funds for payment under this Agreement.

Article 1. Consistence of Works

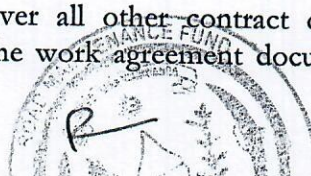
- Preliminary and temporary works,
- Earthworks,
- Topography survey;
- Pavement repair,
- Repair of drainage system,
- Masonry and retaining walls
- Road safety features (sign posts, guard rails, etc),
- Environmental mitigations,
- Project Execution drawings.

Article 2. Contractual Documents

The following documents shall constitute the work agreement between Client and MOD/Engineer Brigade, and each shall be read and construed as an integral part of the work agreement:

1. The Agreement;
2. The MoU signed by MOD for the use of Force Account;
3. Minutes of Negotiations;
4. Bill of Quantities (BoQ);
5. Price Definitions;
6. Technical specifications;
7. Drawings;
8. Any other Document deemed necessary by both parties.

This work agreement shall prevail over all other contract document. In the event of discrepancy or inconsistency among the work agreement documents, then the documents shall prevail in the order listed above.



Article 3. Obligations of RTDA

- a. RTDA hereby convenes to pay MOD/ Engineer Brigade 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 Agreement;
- b. Sensitize the local population for proper maintenance of constructed infrastructures after liability period;
- c. Approve compensations submitted by MOD.

Article 4. Obligations of MOD

MOD shall:

- a. Assume responsibilities regarding the construction works as per BoQ;
- b. Ensure that the funds are accounted for and spent on the core objectives of this Agreement;
- c. Provide timely progress reports of works executed before subsequent payments;
- d. Return to RMF any unspent balance.

Article 5. Amount for the Agreement

The total agreement amount is Agreement after Negotiations is: **360,388,863 Frw**

Three Hundred Sixty Million Three Hundred Eighty-Eight Thousand Eight Hundred Sixty-Three Rwanda Francs. Withholding Tax of 15% Inclusive

Article 6. Execution Period

The period of execution of works is **Ten (10) Calendar Months**

Article 7. Commencement

Commencement Date shall be after 14days from Agreement Signature Date

Article 8. Construction Design

MOD shall execute the works in accordance with Technical Specifications and/or approved design if any. However, MOD/Engineer Brigade may modify the design upon approval of RTDA.

Article 9. Possession of the Site

The Site possession Date shall be: The date of Commencement without any other Notice to the MOD/ EngBde.

Article 10. Payment Modality

The Payment will be made based on the following modalities:

1. The MOD/ EngBde shall obtain upon his request and without justifying expenses as of the Agreement date (after signature of the agreement), a first instalment worth of Twenty (20%) percent of the total Agreement amount
2. Other payments shall be paid based on execution works.

- The Payment Certificates will be made on the basis of unit prices in the Agreement and Quantities carried out duly approved by RTDA before any payment.

Article 11. Payment Certificates

The Payment Certificate (each Individual Invoice) shall be submitted in Four (04) copies.

All payments shall be accompanied by a progress report, showing the percentage of work executed.

- The attachment of the executed works should include drawings of executed structures (where possible) to justify invoiced Quantities and facilitate verification.

The Payment Certificate (each Individual Invoice) shall be submitted in Four (04) copies, accompanied by all supporting documents.

Article 12. Effective Payment

The Effective Payment shall be made on the

- *Bank Account Number:* 70 21 792
- *Name of the Bank:* ZIGAMA CSS
- *Bank Account Name:* ENG BDE CONSTRUCTION ACC

Article 13. Modification of the Amount

The Work agreement amount shall only be modified upon approval of RTDA.

Article 14. Taxes

The Road Maintenance Fund (RMF) shall deduct and pay of withholding tax of 15% to RRA on every payment. The Tax payable shall be applied to the sum payable not to the Unit Price.

Article 15. Price Adjustment

This Agreement is not subject to price adjustment for the whole period of this Agreement.

Article 16. Bill of Quantities

The Bill of Quantities (BoQ) shall contain items for the construction, installation, testing, and commissioning work to be done by MOD/ Engineer Brigade.

The Work items and/or their quantities indicated in the BoQ may not all be executed depending on topographic survey, execution drawings or execution studies during the aforementioned period, and the BoQ should be updated accordingly. In this case, the MOD/ Engineer Brigade will not be entitled to any loss. Within the duration, RTDA may issue additional works depending on the needs.

However, any additional works shall not affect the performance of the works.

Article 17. Sub-Contract

MOD/Engineer Brigade may sub-contract in compliance with the relevant provisions of the Public Procurement as modified and completed to date and its application texts. Sub-contracting shall not alter MOD' obligations.

Article 18. Coordination

All coordination shall be conducted by a joint team composed of representative from RTDA and MOD/Engineer Brigade hereby agrees to correct, modify and abide by all requirements during the period of this Agreement.

Article 19. Time Extension

The execution period may be extended only if MOD/Engineer Brigade encountered serious challenges, which hindered smooth execution of the works.

Article 20. Variations

No variations to the works shall be implemented unless approved by RTDA, to the extent of any befalling emergency or works inseparable to the current agreement, deemed necessary.

Article 21. Correction of Defects

The coordination team shall give notice to MOD/ EngBde of any Defects before the end of the Defects Liability Period, which begins from the provisional acceptance or end of the phase for works performed.

Every time notice of a Defect is given, the MOD/Engineer Brigade shall correct the notified Defect within the length of time specified in the minutes of project inspection.

Article 22. Provisional Acceptance

The provisional Acceptance shall take place after **Fifteen (15) calendar days**, upon request from MOD and after joint inspection of the works performed.

The team shall inspect the works and make a statement agreeing to or refusing the provisional acceptance of works, indicating mistakes to be corrected if any. In case of mistakes and reschedule the inspection until full provisional acceptance.

Article 23. Defects Liability Period

The Defect Liability Period shall be **One (01) year** from the date of Provisional Acceptance of works.

The Defects Liability Period shall be extended for as long as Defects remain to be corrected. And the DLP shall be extended automatically without any other written Notice.

Article 24. Final Acceptance

Within **Twenty (20) calendar days** prior to the expiry of the Defects Liability Period (DLP) from the date of Provisional Acceptance of works, a Final Acceptance shall be scheduled upon the request by MOD, subject to correction of all mistakes/defects or errors notified to MOD/Engineer Brigade during the Guarantee Period.

Article 25. Certificate of Completion

After Final Acceptance of works performed, the MOD/ EngBde shall request RTDA to be given a Certificate of Completion of works indicating the date on which he completed his contractual obligations.

Article 26. Taking Over

The RTDA shall take over the site and the works within Seven (07) days after issuing a Certificate of Completion. Moreover, after Site Clearance and submission of "As Built Drawings".

Article 27. Amendment and Termination.

This agreement may be amended or terminated. Both parties commit to communicate to the other of the need to amend or terminate the agreement in writing. The communication will be processed by either party by giving (30) calendar days written notice to the other party. Such notification shall state the reason for amendment or termination.

Termination of the Agreement shall not affect the payment of executed works. Prior to termination, the party seeking termination shall reimburse all funds that are owed according to the level of works accomplished.

Article 28. Insurance

MOD/Engineer Brigade shall be in charge of insurance coverage from the commencement date to the end of the defects liability period for the following:

- a. Loss of or damage to the works and materials;
- b. Loss of or damage to Equipment;
- c. Loss of or damage to property (except the Work, Material, and Equipment) in connection with the work agreement; and
- d. Personal injury or death.

Article 29. Force Majeure

- a) No party shall be liable for breach of any aspect of this Agreement where this breach can be reasonably ascertained to have been occasioned by an act of Force Majeure including but not limited to Acts of War, Rebellion, Lockouts, Strikes or Blockades, Government Policy, Natural Disaster or any Act of God which was not reasonably foreseen at the date of signing of this Agreement.



- b) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- c) A Party affected by an event of Force Majeure shall notify the other Parties of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event; and shall similarly give notice of the restoration of normal conditions as soon as possible.
- d) Any period within which a Party shall, pursuant to this agreement, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Article 30. Dispute Resolution

Any disputes, conflicts, or misunderstandings between the parties arising out of the application, implementation or interpretation of this contract shall be resolved amicably through negotiation by a team composed of Three (03) members from each party to this contract; Failure of which the matter shall be referred to the higher authorities of the Two (02) institutions for final decision.

Article 31. Final Account

The MOD/ Engineer Brigade shall provide with a detailed account of the total amount that consider payable under the Agreement before the End of the Defects Liability Period (DLP) of the project.

The schedule should states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, RTDA shall decide on the amount payable to the MOD/ Engineer Brigade and issue a Payment Certificate to RMF for payment.

Article 32. Notices and Communications

Any notice, request or other communication under this Agreement shall be in writing and shall be deemed to have been duly given or made when it has been delivered by registered mail, telefax or electronic mail, as the case may be, by either Party to the other at the address specified in this Work agreement or such other address as either Party may notify the other Party.

Article 33. Applicable Law and Language

The Law governing the Contract shall be laws of Rwanda and the Language of the Agreement shall be English.

Article 34. Effectiveness of Agreement

The effective date of this Contract is the date of Commencement indicated in the Administrative Order after signature of the Agreement.

Article 35. Entry into Force

The present Agreement enters into force at the date of signature of this contract by both parties, signed in Four (04) original copies. Its effects start at the date indicated in the Commencement Letter.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of Rwanda on the day, month and year indicated below;

Kigali, **01 OCT 2020**

Signed by:

For and on behalf of RTDA

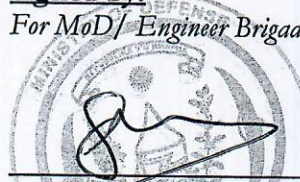


Mr. Imena MUNYAMPENDA
Director General/ RTDA

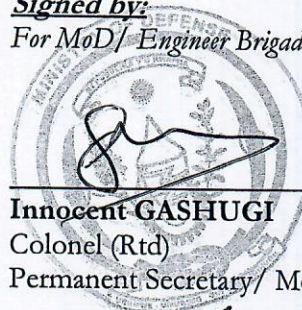


Signed by:

For MoD/ Engineer Brigade



Innocent GASHUGI
Colonel (Rtd)
Permanent Secretary/ MoD



09/09/2020

For Visa:

For and on behalf of the Funding Agency



Mr. Mathias SIBOMANA
Director General/ RMF



01 OCT 2020