



**UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM**

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY
OFFICE OF THE CONSERVATION COMMISSIONER**

Kingolwira Area, Dar es Salaam Road, TAFORI Building,
P.O Box 2658, Morogoro -Tanzania



CONTRACT

Between

TANZANIA WILDLIFE MANAGEMENT AUTHORITY

AND

AMIRON INVESTMENT LIMITED

FOR

Supply of Tent and Camping Equipment

TENDER NO: AE/084/2021/2022/HQ/TCRP/G/07

December, 2021

Contract

THIS AGREEMENT is made the 16th day of December 2021 between **Tanzania Wildlife Management Authority**, Dar es Salam Road, Tafari Building, Kingwiluila Area P O BOX 2658 Morogoro Tanzania (hereinafter referred to as "the Employer") on the one part and **M/S Amiron Investment Limited, Dodoma Road Majengo Area P.O. Box 13615 Arusha Tanzania** (hereinafter referred to as "the Supplier") on the other part:

Whereas the Employer is desirous that Supplier to **Supply of Tent and Camping Equipment** Contract No. **AE-84/2021-2022/HQ/TCRP/G/07** for the contract sum of **TZS 570,450,001.54 (Tanzania Shillings Five Hundred Seventy Million Four Hundred Fifty Thousands Only VAT Inclusive) for a duration of Two Month.**

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This Contract;
 - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) General Condition of contract and
 - (g) the Purchaser's Letter of Acceptance;
3. In consideration of the payments to be made by the employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the employer to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The employer hereby covenants to pay the Supplier in consideration of the provision of the goods 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 set their hands and seals on the day and year first above written.

EMPLOYER

Delivered in presence of us

This 16th Day December of2021

Full Name: Mlage Y. Kabango
Signature: [Signature]
TANZANIA WILDLIFE MANAGEMENT AUTHORITY MOROGORO

P O Box 2658 Morogoro
Title: for Conservation Commissioner

WITNESS

Full Name: MERCY E. MURU
Signature: [Signature]

P O Box 2658 Morogoro
Title: SAC-LS

SUPPLIER:

This 16th Day December of2021

Full Name: Marioba J. Juma
Signature: [Signature]
P O Box 13615 Arusha
Title: Manager



WITNESS

Full Name: Zainab Omary
Signature: [Signature]
P O Box 13615 Arusha
Title: Sales woman

**SECTION I: FORM OF TENDER AND THE PRICE SCHEDULE SUBMITTED BY THE
TENDERER**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EX Works premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on Freight On Board or Cost Insurance and Freight or
- (iii) First carrier when the contract is placed on FCA (Free Carrier Alongside) or CIP (Cost insurance Paid) terms.

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery schedule (shipment) in days
1	Camping tents	550	60 days
2	Grand Sahara Tent (Executive)	6	60 days
3	Safari mess tent	3	60 days

2. Price Schedules for Goods and Related Services Offered from Abroad

Name of Tender: Tender No.AE/084/2021-2022/HQ/TCRP/G/7-SUPPLY OF TENTS AND CAMPING EQUIPMENT

S/N	Item Description	Unit of Measure	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price Tshs to TAWA Morogoro	Total Amount in TZS
1	Camping Tents	Set	South Africa	60 days	550	790,677.97	434,872,883.5
2	Grand Sahara Tent(Executive)	Set	South Africa	60 days	6	4,915,254.24	29,491,525.44
3	Safari Mess Tent	Set	China	60 days	3	6,355,932.20	19,067,796.6
Total Amount VAT Exclusive							483,432,205.54
VAT Amount 18%							87,017,796.00
Total Amount VAT Inclusive							570,450,001.54

Name: Warioba Juma In the capacity of: Manager

Signature of Tenderer: 

Duly authorized to sign the tender for and on behalf of Amiron Investments Ltd

Dated on 8th day of December 20 21

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

List of Related Services and Completion Schedule







Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: Tanzania Wildlife Management Authority
2.	1.1(j)	The Supplier is: Amiron Investment Limited
3.	1.1(q)	The Project is: <i>Supply Of Tent And Camping Equipment</i>
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of THE LAWS OF TANZANIA.
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is Any Eligible Country to Performed Business
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be 10% [TEN PERCENT OF THE CONTRACT PRICE]
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC 12)	
10.	12.2	The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	Delivery and Documents (GCC 13)	
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

		<p>(vii.)Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		Insurance (GCC 14)
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
		Incidental Services (GCC 16)
14.	16.1	<p>Incidental services to be provided are:</p> <p>N/A</p>
		Spare Parts (GCC 17)
15.	17.1	Additional spare parts requirements are:

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[Handwritten signature]

		Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
	Warranty (GCC 18)	
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 2 weeks
I	Payment (GCC 19)	
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____) [currency of the Contract Price] in the following manner:</p>

		<p>(i) Advance Payment: N/A</p> <p>(ii) On Shipment: ----- N/A</p> <p>(iii) On Acceptance: 100% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment of local currency portion shall be made in <i>Tanzania Shillings (TZS)</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: N/A</p> <p>(ii) On Delivery: N/A</p> <p>(iii) On Acceptance: 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by the employer shall be N/A.
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.1% Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	Arbitration institution shall be Tanzania Institute of Arbitration

		Place for carrying out Arbitration : At the Premises of institute of Arbitration (TIArb)
24.	33.1	Appointing Authority for the Adjudicator : Attorney General
		Notices (GCC 35)
26.	35.1	<p>–The employer address for notice purposes: Conservation Commissioner Tanzania Wildlife Management Authority</p> <p>–Supplier’s address for notice purposes: After the award of the Contract</p>