



**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

M/S BATTALION CONSTRUCTION LTD

FOR

Rehabilitation of 37km of roads networks at Igombe Game Reserve

TENDER NO: AE/084/2021-2022/HQ/TCRP/W/1 Lot 2

December, 2021

The Contract

THIS AGREEMENT is made the 13th day of December 2021 between **Tanzania Wildlife Management Authority, Dar es Salam Road, Tafari Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania** (hereinafter referred to as "the Employer") on the one part and **M/S BATTALION CONSTRUCTION LTD OF P.O.BOX 105 TABORA,** (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Rehabilitation of 37 KM of Road Network at **Igombe Game Reserve Tender No. AE/084/2021-2022/HQ/TCRP/W/1 Lot 2** for the contract sum of **TZS 342,953,430.00 (Tanzania Shillings Three Hundred Forty Two Million Nine Hundred Fifty Three Thousand Four Hundred Thirty Only VAT INCLUSIVE)** hereinafter referred to as the "contract price" for a duration of Six (6) months.

Now this Agreement witnessed 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.
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) Letter of award
 - (c) Letter of acceptance
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Specifications
 - (g) Architectural Drawings
 - (h) Tenderer Bill of Quantity (BOQ); and
 - (i) Minutes of Negotiations;
3. All the aforesaid documents are hereinafter referred to as 'the Contract' and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.
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 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, the for the contract sum of TZS 342,953,430.00 (Tanzania Shillings Three Hundred Forty Two Million Nine Hundred Fifty Three Thousand Four Hundred Thirty Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of Six (6) months.

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 13th day DECEMBER of 2021

Full Name: MADWA MWUNGU AYOND

Signature: [Signature]

P O Box 2658 Morogoro

Title: AG. CONSERVATION COMMISSIONER

CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

WITNESS

Full Name: MERCY E. MRUTU

Signature: [Signature]

P O Box 2658 Morogoro

Title: SAC-LS

CONTRACTOR:

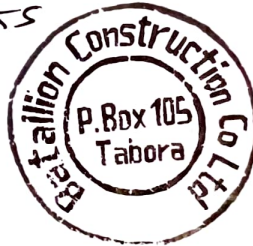
This 13 day DEC of 2021

Full Name: JUMA MUPAWA LUCKS

Signature: [Signature]

P O Box 105 Tabora

Title: DIRECTOR



WITNESS

Full Name: HAMADI A ZULIF

Signature: [Signature]

P O Box 105 Tabora

Title: WITNESS

[Handwritten mark]



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



Ref. No. CDA.62/655/01

Date: 10th December, 2021

Managing Director,
Battalion Contractors Limited,
P.O.Box 105,
TABORA.

RE: REHABILITATION OF 37KM OF ROAD NETWORKS AT IGOMBE GAME RESERVE
AE/084/2021-2022/HQ/TCRP/W/01 Lot 2

Sub: NOTIFICATION OF AWARD

This is to notify you that, the Tender Board Meeting held on 4th December, 2021 has approved your tender for Rehabilitations of 37km of Road Networks at Igombe Game Reserve

2. You will Rehabilitate 37km of Road Networks for contract sum of TZS 342,953,430.00 (Three Hundred Forty Two Million Nine Hundred Fifty Three Thousand Four Hundred Thirty Only VAT Inclusive for a duration of six (6)months.
3. Therefore, you are required to confirm your acceptance in writing immediately for further action.

M.Y. Kabange
For. CONSERVATION COMMISSIONER

BATTALION CONTRACTORS LIMITED

P.O.BOX 105

TABORA

EMAIL: Jumamipawa2017@gmail.com

13/12/2021

CONSERVATION COMMISSIONER,
TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)
P.O.BOX 2658
MOROGORO.

**RE: REHABILITATION OF 37KM OF ROAD NETWORKS AT IGOMBE GAME RESERVE.
AE/084/2021-2022/HQ/TCR/W/01 LOT 2**

SUB: REQUEST FOR ACCEPTING THE AWARD

Request is made from the above captions.

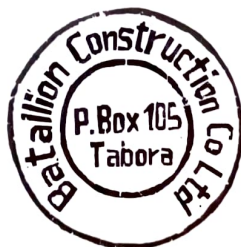
Kindly be informed that our company accepted the award of the tender AE/084/2021-2022/HQ/TCR/W/01 LOT 2 REHABILITATION OF 37KM OF ROAD NETWORKS AT IGOMBE GAME RESERVE for contact sum of TZS 342,953,430.00 (Three Hundred Forty Two Million Nine Hundred Fifty Three Thousand Four Hundred Thirty Only VAT Inclusive) for a duration of six (6) months.

We trust that we shall receive your prompt attention to this matter immediately.

Thank you advance,




Juma Mipawa Lucas
Managing Director

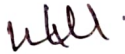



Special Conditions of Contract (SCC)

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: Tanzania Wildlife Management Authority, Dar es Salam Road, Tafori Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania. Email: <u>cc@tawa.go.tz</u></p> <p>The Contractor is: M/S BATTALION CONSTRUCTION LTD OF P.O.BOX 105 TABORA Email: jumamipawa2017@gmail.com</p> <p>The Adjudicator is: National Construction Council of Tanzania</p> <p>The Defects Liability Period: 180 days.</p> <p>The Project Manager is: To be indicated during site possession.</p> <p>The Works: Rehabilitation of 37 KM of Road networks at Igombe Game Reserve.</p> <p>The Start Date shall be one day after mobilization</p> <p>Completion Date: Shall be six (6) months after 14 days of mobilization.</p> <p>The Site is: located at Igombe Game Reserve, Kaliua District.</p>
2.	2.2	Indicate whether sectional completion - NA
3.	2.3(10)	List other documents that form part of the contract if any:

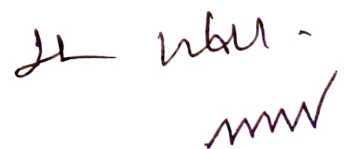






		<p>(a) This Contract; (b) Letter of award (c) Letter of acceptance (d) Special Conditions of Contract; (e) General Conditions of Contract; (f) Specifications (g) Architectural Drawings (h) Tenderer Bill of Quantity (BOQ); and (i) Minutes of Negotiations;</p>
4.	4.1	<p>The language of the Contract documents is: 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: Tanzania Wildlife Management Authority P.O.Box 2658 Morogoro Contractor: M/S Battalion Construction Ltd Of P.O.Box 105 Tabora</p>
6.	12.1	<p>Include the Schedule of Other Contractors, if any. N/A</p>
7.	13.1	<p>Key Personnel:</p> <ol style="list-style-type: none"> i. Project Manager ii. Site Engineer iii. Site technician iv. Foremen
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; b) Loss of or damage to Equipment; c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract and d) Personal injury or death.
9.	18.1	<p>Site Investigation Reports available to the Tenderer are: Where there is material testing and investigation report, it will be for information only.</p>
10.	26.4	<p>The other measures include:</p> <ol style="list-style-type: none"> 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 after the signing of contract.
12	31.1	Appointing Authority for the Adjudicator: National Construction Council Tanzania.
13.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within 45 days
14.	32.3	Arbitration will take place at Morogoro in accordance with arbitration procedures published by the National Construction Council of Tanzania.
B. Time Control		
16.	36.1	The Contractor shall Submit a Programme for the Works within Seven (7) days of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is 14 days.
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated program: 600,000.00
C. Quality Control		
19.	44.1	The Defects Liability Period is 180 days.
D. Cost Control		
20	52.7	Minimum Amount of Interim Payment Certificate will be: 25 % of the contract price
21	54.1	The currency of payment shall be: Tanzanian Shillings.
22.	57	The contract "is not" subjected to price adjustment in accordance with Clause 49 of the General Condition of the contact.
23.	58.1	The amount of retention is 10% of value of works of Interim Payment Certificate'.



		Limit of retention will be 10% of contract price.
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24.	59.1	The amount of liquidated damages per day is 0.1 percent of contract price per day
		The maximum amount of liquidated damages must be equivalent to the amount of the performance security which is 10% of the performance security
25.	60.1	The bonus for early completion is: N/A
26.	61.1	The amount of advance payment shall be 15 % per cent of the contract price payable after contract signing. No later than 28 days upon submission of Bank Guarantee or Valid Insurance bond
		Recovery of Advance Payment will be started "after 20% of the works is completed" and will be exhausted as 80% of the works is completed.
27.	62.1	The Performance Security shall be: 10 % of the contract price in the form of: 1. Bank Guarantee or 2. Valid Insurance bond
28	66.1	Contractor shall handover the site and the works to the Employer within 7 days after issuance of certificate of completion.
E. Discharge of the Contract		
29.	68.1	As built drawings shall be supplied by the contractor by 30 days after Practical Completion Certificate. Operating manual shall be supplied by the contractor by : N/A
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: TZS 600,000.
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, 20%




TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA) MINUTES OF THE NEGOTIATIONS MEETING WITH M/S BATALLION CONSTRUCTION LTD FOR TENDER NUMBER AE/084/2021/2022/HQ/TCRP/W/01 LOT 2 FOR PROPOSED REHABILITATION OF 37 KM OF ROAD NETWORKS AT IGOMBE GAME RESERVES HELD ON FRIDAY 10TH DECEMBER 2021 AT TAFORI MLELE GIS ROOM 11:52 TO 14:30 HOURS.

Present

- | | | |
|----------------------|---|-------------|
| 1. George Makheya | - | Chairperson |
| 2. Samwel P Wangwe | - | Secretary |
| 3. Kondela M Leonard | - | Member |
| 4. Juma Mipawa Lucas | - | Contractor |

Agenda:

1. Opening of the Meeting
2. Adoption of the Agenda
3. Registration of Conflicts of interest
4. Negotiations on Minor alterations on Bill of Quantity
5. Negotiations on Tender Price.
6. Negotiations on terms and Condition of Payment
7. Negotiations on Completion and working Schedule of the project
8. Negotiations on Certificate and inspection of Project
9. Register of power of attorney
10. Defect liability Period
11. Liquidated Damage
12. Any Other Business (AOB)
13. Closing of the Meeting

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- Minutes 1.0 **Opening of the Meeting**
- Minutes 1.1 The Chairperson **welcomed** the members and Contractor Representative to introduce themselves opened the meeting at 11:52 hours.
- Minute 2.0 **Adoption of the Agenda**
- Minutes 2.1 Agenda was adopted accordingly.
- Minutes 3.0 **Registration of Conflicts of Interests**
- Minutes 3.1 Noted: no members registered conflicts of interest on any of the agenda items.
- Minutes 4.0 **Negotiations on Minor alterations in Bill of Quantity**
- Minutes 4.1 **Observed: Element series 2000 Drainage item 22.03(b) (900mm diam CPC) the cost was corrected to TZS 350,000/= instead of TZS 400,000. And cast insitu concrete and form work item 22.07(a)the cost was corrected to TZS 350,000/= from TZS 400,000/= Therefore, the total cost for bill series 2000 was reduced to TZS 46,680,500/= instead of 51,680,500/=**
- Minutes 4.1.1 Further observed: The rate inserted on the series 3000 item 36.02(e) (fill and improve subgrade) was to be reduced from **TZS 5000/= to TZS 4700/=**



Minutes 5.0 Further observed: The rate inserted on the series 3000 item 31.01(a) (clearing and removal of top soil) was to be reduced from **TZS 310/=** to **TZS 300/=** hence the total collected amount on series 3000 was reduced from **TZS 208,115,000.00** to **TZS 204,958,000.00**.

Minutes 5.1 **Agreed:** that the contract amount for Rehabilitation of 37 km road networks at Igombe game Reserve is **TZS 342,953,430.00/=** inclusive of VAT and local charges (Say Three hundred Forty-two Million nine Hundred fifty-three Thousand four Hundred thirty Shillings only).

Minute 6.0 **Agreed:** Payment will be made within twenty eighty (28) days after the approval of interim certificate raised by Contractor.

Minute 6.1 **Agreed.** Advance payment of 15% will be made to contractor after the submission and approval of Advance payment Guarantee in form of Unconditional Bank Guarantee from reputable Bank. Performance security is 10% and will be in form of insurance bond from reputable Company.

G. M. Joseph

W. M. J.

Minutes 9.1 **Agreed:** Contractor should register the power of attorney immediately after Client offer and submit the copy to Client

Minutes 9.2 **Agreed:** Contractor will be responsible to register the project to CRB and submit to client copy of registration number for the purpose of record keeping.

Minutes 9.3 **Agreed:** that the Contractor should provide the insurance to workers during the project implementation.

Minutes 10.0 Defect Liability Period

Minutes 10.1 Agreed defect liability period is 180 days.

Minutes 11.0 Liquidated Damages

Minutes 11.1 Parties agreed that 0.1% per day will be charge for delayed to completed Project on time as it describes in tender data sheet.

Minutes 12.0 Any other Business

Minutes 12.1 Informed: The Projects will be implemented in Reserves and hence contractors should follow the rules and regulation avail in these. The contractor should provide the notice board in his office where the working programmed and drawings should be laid. Contractors should keep the insurance to his workers.

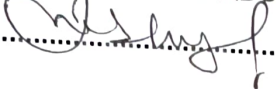
Minutes 13.0 Closing the Meeting

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Minutes 13.1 The Chairperson **thanked** Participant for their deliberations and patience during the meeting and finally closed the meeting at 14:30hrs.

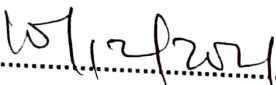
CERTIFIED AS TRUE RECORDS OF THE PROCEEDINGS

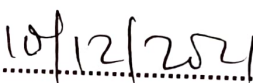
Signature.....

Chairperson of the Meeting

Signature.....

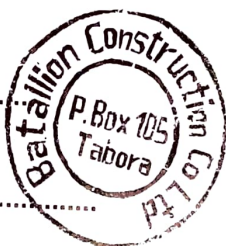
Secretary of the Meeting

Date.....

Date.....

Signature.....

Contractor representative.....



Date.....