



**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**

**EDOS LTD**

**FOR**

**Rehabilitation of 22 km of road networks including Three (3)  
culverts at Kijereshi Game Reserve**

**TENDER NO: AE/084/2021-2022/HQ/TCRP/W/1 Lot 5**

**December, 2021**

## The Contract

THIS AGREEMENT is made the 13<sup>th</sup> 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 **EDOS LTD OF P.O.BOX 21825 DAR ES SALAAM**, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Rehabilitation of 22 KM of Road Networks including Three (3) culverts at **Kijereshi Game Reserve Tender No. AE/084/2021-2022/HQ/TCRP/W/1 Lot 5** for the contract sum of **TZS 454,770,000 (Tanzania Shillings Four Hundred Fifty Four Million Seven Hundred Seventy Thousands 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).
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.

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*Handwritten initials*

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5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, for the contract price of **TZS 454,770,000 (Tanzania Shillings Four Hundred Fifty Four Million Seven Hundred Seventy Thousands 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 13<sup>th</sup> day DECEMBER of ..... 2021

Full Name: MAJULA MUNGU NYANDA

Signature: [Signature]

CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO

P O Box 2658 Morogoro

Title: Ag. CONSERVATION COMMISSIONER

**WITNESS**

Full Name: MERCY E. MRUTI

Signature: [Signature]

P O Box 2658 Morogoro

Title: SAC-LS

**CONTRACTOR:**

This 13 day December of ..... 2021

Full Name: PAMWEL AMON WAMBURA

Signature: [Signature]

P O Box 21825 DAR ES SALAAM,

Title: General Manager



**EDOS LTD**

P. O. Box 21825  
DAR-ES-SALAAM

**WITNESS**

Full Name: LEONS FABIAN

Signature: [Signature]

P O Box 21825 DAR ES SALAAM,

Title: SITE AGENT



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: 10<sup>th</sup> December, 2021

Managing Director,  
Edos Limited,  
P.O.Box 21825,  
**DAR ES SALAAM.**

**RE: REHABILITATION OF 22KM OF ROAD NETWORKS INCLUDING THREE (3)  
CULVERTS AT KIJERESHI GAME RESERVE AE/084/2021-2022/HQ/TCRP/W/01 Lot 5**

**Sub: NOTIFICATION OF AWARD**

This is to notify you that, the Tender Board Meeting held on 4<sup>th</sup> December, 2021 has approved your tender for Rehabilitations of 22km of Road Networks Including Three (3) Culverts at Kijereshi Game Reserve.

2. You will Rehabilitate 22km of Road Networks including three (3) culverts for contract sum of **TZS 454,770,000.00 (Four Hundred Fifty Four Million Seven Hundred Seventy Thousand 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**



# EDOS LTD

*Building and Civil Engineering Contractors*

Head Office  
Kitunda Shuleni  
Behind Mwalimu Nyerere  
International Airport  
Edos Building, Plot No. 124, 125, 126 & 136 Block A  
P. O. Box 21825  
Dar es Salaam - Tanzania

Tel: Office +255-732992106  
Mob: 0717 - 767619  
Mob: 0753 - 767676  
Fax: +255-732992237  
edosbuilders@yahoo.com  
www.edos.co.tz

12<sup>th</sup> December 2021

Our ref: EDOS/TAWA/084/2021/2022/ LOT 05/2

Conservation Commissioner,  
Tanzania Wildlife Management Authority,  
P.O. Box 2658,  
Morogoro- Tanzania.

Dear Sir,

**RE: REHABILITATIONS OF 22KM OF ROADS NETWORKS INCLUDING  
THREE (3) CULVERTS AT KIJERESHI GAME RESERVE:  
AE/084/2021/2022/HQ/TCRP/W/01 LOT 05**

**Sub: Confirmation of Award.**

Kindly refer to the letter with reference No.CDA.62/655/01 dated on 10<sup>th</sup> December 2021 with the heading "Notification of Award" and the above heading.

We do hereby confirm that we have accepted the award of above named tender. We are pleased to inform you that it's our honor and gratitude for the trust of our firm. We are looking forward to work with you and your team.

Yours Faithfully,  
**EDOS Limited, Tanzania**

  
.....  
**Joel Wambura**  
MD  
  
**EDOS LTD**  
P. O. Box 21825  
DAR-ES-SALAAM

## 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;"><b>A. General</b></p> <p>The <b>Employer</b> is: Tanzania Wildlife Management Authority, Dar es Salam Road, Tafari Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania.  <b>Email: <u>cc@tawa.go.tz</u></b></p> <p>The <b>Contractor</b> is: EDOS LTD OF P.O.BOX 21825 DAR ES SALAAM  <b>Email: edosbuilders@yahoo.com</b></p> <p>The <b>Adjudicator</b> is: National Construction Council of Tanzania</p> <p>The <b>Defects Liability Period</b>: 180 days.</p> <p>The <b>Project Manager</b> is: To be indicated during site possession.</p> <p><b>The Works</b>: Rehabilitation of 22KM of Road networks including Three (3) culverts at Kijereshi Game Reserve.</p> <p>The <b>Start Date</b> shall be one day after mobilization</p> <p><b>Completion Date</b>: Shall be six (6) months after 14 days of mobilization.</p> <p>The Site is: <b>located at Kijereshi Game Reserve, Busega District.</b></p>
2.	2.2	Indicate whether <b>sectional completion</b> - NA
3.	2.3(10)	List other documents that form part of the contract if any:

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		<ul style="list-style-type: none"> <li>(a) This Contract;</li> <li>(b) Letter of award</li> <li>(c) Letter of acceptance</li> <li>(d) Special Conditions of Contract;</li> <li>(e) General Conditions of Contract;</li> <li>(f) Specifications</li> <li>(g) Architectural Drawings</li> <li>(h) Tenderer Bill of Quantity (BOQ).</li> </ul>
4.	4.1	<p>The language of the Contract documents is: <b>English.</b></p> <p>The law that applies to the Contract is the Laws of Tanzania.</p>
5	8.1	<p>Address for communication</p> <p>Employer's: <b>Tanzania Wildlife Management Authority</b>  <b>P.O.Box 2658 Morogoro</b></p> <p>Contractor: <b>EDOS LTD of P.O. Box 60270 DAR ES SALAAM</b></p>
6.	12.1	<p>Include the Schedule of Other Contractors, if any. <b>N/A</b></p>
7.	13.1	<p>Key Personnel:</p> <ul style="list-style-type: none"> <li>i. Project Manager</li> <li>ii. Site Engineer</li> <li>iii. Site technician</li> <li>iv. Foremen</li> </ul>
8.	17.1	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> <li>a) Loss of or damage to the Works, Plant, and Materials;</li> <li>b) Loss of or damage to Equipment;</li> <li>c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract and</li> <li>d) Personal injury or death.</li> </ul>
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> <ul style="list-style-type: none"> <li>a) Minimizing the number of migrant workers employed on the project and household in the site camp</li> <li>b) Providing access to voluntary counseling and testing (VCT)</li> <li>c) Providing psychological support and health care including prevention and treatment of opportunistic</li> </ul>

		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: <b>Within seven (7) days after the signing of contract.</b>
12	31.1	Appointing Authority for the Adjudicator: <b>National Construction Council Tanzania.</b>
13.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration <b>within 45 days</b>
14.	32.3	Arbitration will take place at <b>Morogoro</b> in accordance with arbitration procedures published by the National Construction Council of Tanzania.
<b>B. Time Control</b>		
16.	36.1	The Contractor shall Submit a Programme for the Works within <b>Seven (7) days</b> of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is <b>14 days.</b>
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated program: <b>600,000.00</b>
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is <b>180 days.</b>
<b>D. Cost Control</b>		
20	52.7	Minimum Amount of Interim Payment Certificate will be: <b>25 % of the contract price</b>
21	54.1	The currency of payment shall be: <b>Tanzanian Shillings.</b>
22.	57	The contract <b>"is not "</b> subjected to price adjustment in accordance with Clause 49 of the General Condition of the contact.
23.	58.1	The amount of retention is <b>10%</b> of value of works of Interim Payment Certificate'. Limit of retention will be <b>10%</b> of contract price.

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24.	59.1	<p>The amount of liquidated damages per day is <b>0.1 percent of contract price per day</b></p> <p>The maximum amount of liquidated damages must be equivalent to the amount of the performance security which is <b>10% of the performance security</b></p>
25.	60.1	The bonus for early completion is: <b>N/A</b>
26.	61.1	<p>The amount of advance payment shall be <b>15 % per cent</b> of the contract price payable after contract signing. No later than 28 days upon submission of Bank Guarantee or Valid Insurance bond</p> <p>Recovery of Advance Payment will be started "after <b>20%</b> of the works is completed" and will be exhausted as <b>80%</b> of the works is completed.</p>
27.	62.1	<p>The Performance Security shall be: <b>10 %</b> of the contract price in the form of:</p> <ol style="list-style-type: none"> <li>1. Bank Guarantee or</li> <li>2. Valid Insurance bond</li> </ol>
28	66.1	Contractor shall handover the site and the works to the Employer <b>within 7 days</b> after issuance of certificate of completion.
<b>E. Discharge of the Contract</b>		
29.	68.1	<p>As built drawings shall be supplied by the contractor by 30 days after Practical Completion Certificate.</p> <p>Operating manual shall be supplied by the contractor by :<b>N/A</b></p>
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: <b>TZS 600,000.</b>
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, <b>20%</b>