



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  
MAC CONTRACTORS CO LTD  
FOR

Rehabilitation of 42 km of road networks at Wamimbiki Game Reserve

TENDER NO: AE/084/2021-2022/HQ/TCRP/W/1 Lot 8

December, 2021

## FORM OF CONTRACT

THIS AGREEMENT is made the 22<sup>nd</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 **MAC CONTRACTORS CO LTD OF P.O.BOX 31895 DAR ES SALAAM**, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Rehabilitation of 42 km of road networks at Wamimbiki Game Reserve Tender No. **AE/084/2021-2022/HQ/TCRPW/1 Lot 8** for the contract sum of **TZS 1,300,655,000.00 (Tanzania Shillings One Billion Three Hundred Million Six Hundred Fifty Five Thousand 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) Form of contract;
  - (b) Form of Tender
  - (c) Letter of award
  - (d) Letter of acceptance
  - (e) Special Conditions of Contract;
  - (f) General Conditions of Contract;
  - (g) Specifications
  - (h) Architectural Drawings
  - (i) Tenderer Bill of Quantity (BOQ)
  - (j) Notarized power of Attorney
  - (k) Minutes of Negotiations
  - (l) Appendices:
    - Tender security declaration
    - Performance security
    - Bank guarantee
    - Anti-bribery policy
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, for the contract price of **TZS 1,300,655,000.00 (Tanzania Shillings One Billion Three Hundred Million Six Hundred Fifty Five 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 22 day DECEMBER of ..... 2021

Full Name: MASUA MUISUNGER NYONDA

Signature: [Handwritten Signature]

P O Box 2658 Morogoro

Title: .....

CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO

**WITNESS**

Full Name: Stephen Mwanasenzile

Signature: [Handwritten Signature]

P O Box 2658 Morogoro

Title: Senior Legal officer

For: CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO

**CONTRACTOR:**

This 22 day December of ..... 2021

Full Name: OBEDIA SOLOMON KIMBE

Signature: [Handwritten Signature]

P O Box 31895 DAR ES SALAAM,

Title: Director

MAC CONTRACTORS CO. LTD.  
P.O. Box 31895  
DAR-ES-SALAAM

**WITNESS**

Full Name: NELSON EMMANUEL ANATOLI

Signature: [Handwritten Signature]

P O Box 31895 DAR ES SALAAM,

Title: C. Engineer





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,  
Mac Contractors Company Limited,  
P.O.BOX 31895,  
DAR ES SALAAM.

RE: REHABILITATION OF 42KM OF ROAD NETWORKS AT WAMIMBIKI GAME RESERVEAE/084/2021-2022/HQ/TCRP/W/01 Lot 8

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 42km of Road Networks at WamiMbiki Game Reserve

2. You will Rehabilitate 42km of Road Networks for contract price of **TZS 1,300,655,000.00 (Say Tanzanian Shillings One Billion Three Hundred Million SixHundred Fifty FiveThousand 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

Phone: +255 (0) 23 293 4204 (Dir) | +255 (0) 23 293 4205 (Gen) | Email: cc@tawa.go.tz | Website: www.tawa.go.tz

CONSERVING FOR RECREATION AND PROSPERITY

# MAC CONTRACTORS CO. LIMITED

MIKOCHENI LIGHT INDUSTRIAL AREA - DAR ES SALAAM

P.O. BOX 31895  
DAR ES SALAAM  
TANZANIA

E-mail [maccontractorscompanylimited@gmail.com](mailto:maccontractorscompanylimited@gmail.com)

TEL: +255 (022) 2700720  
FAX: +255 (022) 2701924  
MOBILE: 0754-299752  
0754-299753

13<sup>th</sup> December, 2021

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

**RE: REHABILITATION OF 42KM OF ROAD NETWORKS AT WAMIMBIKI  
GAME RESERVE AE/084/2021-2022/HQ/TCRP/W/01 LOT8**

**Sub: ACCEPTANCE OF AWARD**

Reference is made to your letter Ref. No. CDA. 62/655/01.

We are writing to accept awarded tender for Rehabilitation of 42km of Road Network at Wamimbiki Game Reserve for the contract price of TZS 1,300,655,000.00 (Tanzanian Shillings One Billion Three Hundred Million Six Hundred Fifty Five Thousand Only) VAT Inclusive for a duration of six (6) months.

We also confirm to mobilize within seven (7) days after signing the contract.

Awaiting for your further instructions,

We remain,

Yours,

MAC CONTRACTORS CO.LTD

  
O. S. KIMARO

DIRECTOR

*[Handwritten initials]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

## 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.<br/> <b>Email:</b> <a href="mailto:cc@tawa.go.tz">cc@tawa.go.tz</a></p> <p>The <b>Contractor</b> is: MAC CONTRACTORS CO LTD OF P.O.BOX 31895 DAR ES SALAAM<br/> <b>Email:</b> macon@ud.co.tz</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: Eng. Samwel Peter Wangwe</p> <p><b>The Works:</b> Rehabilitation of 42KM of Road networks at Wamimbiki Game Reserve.</p> <p><b>Mobilization Period</b> shall be 7 days</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 7 days of mobilization.</p> <p>The Site is: located at Wamimbiki Game Reserve, Chalinze District.</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:<br>(a) This Contract;<br>(b) Letter of award<br>(c) Letter of acceptance<br>(d) Special Conditions of Contract;<br>(e) General Conditions of Contract;<br>(f) Specifications<br>(g) Architectural Drawings<br>(h) Tenderer Bill of Quantity (BOQ); and<br>(i) Minutes of Negotiations; |
| 4.  | 4.1     | The language of the Contract documents is: <b>English.</b><br><br>The law that applies to the Contract is the Laws of Tanzania.  |
| 5   | 8.1     | Address for communication<br>Employer's: <b>Tanzania Wildlife Management Authority<br/> P.O.Box 2658 Morogoro</b><br>Contractor: <b>MAC CONTRACTORS CO LTD of<br/> P.O.Box 31895 DAR ES SALAAM</b>   |
| 6.  | 12.1    | Include the Schedule of Other Contractors, if any. <b>N/A</b>  |
| 7.  | 13.1    | Key Personnel:<br>i. Project Manager<br>ii. Site Engineer<br>iii. Site technician<br>iv. Foremen   |
| 8.  | 17.1    | The minimum insurance covers shall be:<br><br>a) Loss of or damage to the Works, Plant, and Materials;<br>b) Loss of or damage to Equipment;<br>c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract and<br>d) Personal injury or death.   |
| 9.  | 18.1    | Site Investigation Reports available to the Tenderer are:<br>Where there is material testing and investigation report, it will be for information only.  |
| 10. | 26.4    | The other measures include:<br>a) Minimizing the number of migrant workers employed on the project and household in the site camp<br>b) Providing access to voluntary counseling and testing (VCT)   |

|                           |      |  |
|---------------------------|------|--|
|                           |      | <p>c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d) Providing condoms (male and female) to workers</p> |
| 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)</b> days 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 contract.  |
| 23.                       | 58.1 | The amount of retention is <b>10%</b> of value of works of Interim Payment Certificate'.   |



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|  |  | Limit of retention will be <b>10%</b> of contract price. |
|--|--|--|

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|-----|------|---|
| 24. | 59.1 | <b>The amount of liquidated damages per day is 0.1 percent of contract price per day</b>  |
|     |      | 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>   |
| 25. | 60.1 | The bonus for early completion is: <b>N/A</b>   |
| 26. | 61.1 | 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 |
|     |      | 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.   |
| 27. | 62.1 | The Performance Security shall be: 10 % of the contract price in the form of:<br><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 | As built drawings shall be supplied by the contractor by 30 days after Practical Completion Certificate.<br>Operating manual shall be supplied by the contractor by : <b>N/A</b>                  |
| 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>  |

*J*

*Over*

*MMW*

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA) MINUTES OF THE  
NEGOTIATIONS MEETING WITH M/s MAC CONTRACTORS COMPANY LIMITED  
FOR TENDER NUMBER AE-084/2021-2022/HQ/TCRP/W/01-LOT 8 FOR  
REHABILITATION OF 42KM OF ROAD NETWORKS AT WAMIMBIKI GAME  
RESERVE HELD ON FRIDAY 10<sup>TH</sup> DECEMBER 2021 AT TAFORI MLELE PREFAB  
ROOM 18:22 TO 19:00 HOURS.**

**Present**

- |                      |   |             |
|----------------------|---|-------------|
| 1. Paul Fisso        | - | Chairperson |
| 2. Jafary Sozi       | - | Secretary   |
| 3. Esther Mwasampeta | - | Member      |
| 4. Nelson Anatoli    | - | Contractor  |
| 5. Alvin Nkiggi      | - | 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

Agenda 1.0      **Opening of the Meeting**

Minute 1.0      The Chairperson **welcomed** the members and Contractor Representative to introduce themselves opened the meeting at 16:17 hours.

Agenda 2.0      **Adoption of the Agenda**

Minute 2.1      Agenda was adopted accordingly.

Agenda 3.0      **Registration of Conflicts of Interests**

Minute 3.1      Noted: no members registered conflicts of interest on any of the agenda items.

Agenda 4.0      **Negotiations on Minor alterations in Bill of Quantity Road Works**

Minute 4.1      **Observed: Item 2.1.3** Heavy reshaping was to be reduced from **TZS 3,500,000/=** to **TZS 3,300,000/=** hence the total collected amount on Heavy reshaping was reduced from **147,000,000.00** to **138,600,000.00**.

Minute 4.1.5      **Agreed:** After all the alterations the Total cost for Rehabilitation of 42km of Road Networks at Wami Mbiki Game Reserve was reduced from **TZS 2,141,287,000/=** to **1,300,655,000/= Vat Inclusive** after the minor alteration.



Agenda 5.0      **Negotiations on Tender price/Bid Price for the Project**

Minute 5.1      **Agreed:** that the contract amount for Rehabilitation of 42km of Road Networks at Wami Mbiki Game Reserve is Tzs **1,300,655,000/=** inclusive of VAT and local charges (Say Tanzanian Shillings One Billion Three Hundred Million Six Hundred Fifty-Five Thousand Shillings Only).

Agenda 6.0      **Terms and Condition for Payment.**

Minute 6.1      **Agreed:** Payment will be made within twenty eighty (28) days after the approval of interim certificate raised by Contractor.

Minute 6.1.1      **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.

Minutes 6.1.2      **Agreed:** Amount to be retained will be 10% of approved interim certificate submitted by Contractor and the total amount retained will be paid after the defect liability period. The limit of retention will be 5% after the Penaultment certificate.

Agenda 7.0      **Negotiations on Work Schedule and Completion of Project.**

Minute 7.1      **Agreed:** The Project will be Completed not more than Six Month (6) after the Mobilization Period.

Minutes 7.1.1      **Agreed:** Site Possession will be within seven (7) days after signing the Contract

Minute 7.1.2      **Agreed:** The Contractor to submit the revised work program within Seven

Days after the site Possession.

Minutes 7.1.3 **Agreed:** The mobilization period will be Fourteen Days (14) after site possession meeting.

Agenda 8.0 **Acceptance/Completion and inspections certificate.**

Minute 8.1 **Informed:** that Project will be subjected to 100% inspection and Audits.

Minutes 8.1.1 **Agreed:** The Contractor shall permit the Auditors either from TAWA (internal Auditors) or Control and Auditor General (CAG) and Political Leaders at any time during the Project implementation.

Minutes 8.1.2 **Agreed:** The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract and should handover the project after the site inspection and awarded the certificate of Practical Completion.

Agenda 9.0 **Register of power of attorney (POA)**

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.

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

Agenda 10.0 **Defect Liability Period**

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- Minute 10.1 Agreed defect liability period is 365 days.
- Minute 11.0 Liquidated Damages
- Minute 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.
- Agenda 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 12.2 The Contractor was requested to submit Cv for Project Manager for the said project.
- Agenda 13.0 Closing the Meeting**
- Minutes 13.1 The Chairperson **thanked** Participant for their deliberations and patience during the meeting and finally closed the meeting at 19:00hrs.



CERTIFIED AS TRUE RECORDS OF THE PROCEEDINGS

Signature.....*[Handwritten Signature]*

Chairperson of the Meeting

Signature.....*[Handwritten Signature]*

Secretary of the Meeting

Date.....*2021/12/11*

Date.....*10/12/2021*

Signature.....*N. Anatoli*

Contractor representative.....*[Handwritten Signature]*

Date.....*10/12/2021*