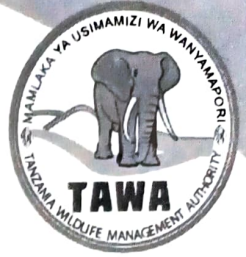




**UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM**

**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 PAPPILON INVESTMENT

FOR

**PROCUREMENT AND SUPPLY OF OFFICE FURNITURE FOR
TOURISM BANDAS**

CONTRACT NUMBER: AE-84/2021-2022/HQ/TCRP/G/04-B

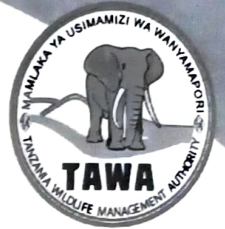
APRIL, 2022



**UNITED REPUBLIC OF TANZANIA
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APRIL, 2022

Form of Contract

THIS AGREEMENT is made the 5th day of May 2022 between Tanzania Wildlife Management Authority, Dar es Salam Road, Tafori Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania (hereinafter referred to as "the Employer") on the one part and Papiiloni investment of Morogoro Road and India Street P.O.BOX 20836 Ilala, Dare es Salaam, (hereinafter referred to as "the Contractor") on the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, VIZ., **PROCUREMENT AND SUPPLY OF FURNITURES TENDER NO: AE/084/2021-2022/HQ/G/04-B** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 162,089,461.00 (TANZANIA SHILLINGS ONE HUNDRED SIXTY - TWO MILLION AND EIGHTY NINE THOUSANDS FOUR HUNDRED SIXTY ONE SHILLINGS ONLY VAT INCLUSIVE)** (hereinafter called "the Contract Price").

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) Form of contract;
 - (b) Form of Tender
 - (c) Letter of Award
 - (d) Letter of Acceptance
 - (e) Schedule of Requirement
 - (f) Price Schedule submitted by the Tenderer
 - (g) Price schedule after negotiation
 - (h) Technical Specifications
 - (i) Special Condition of the Contract
 - (j) General Condition of the Contract
 - (k) Notarized Power of attorney



- (l) Notarized Power of attorney
- (m) Minutes of Negotiation

(n) Appendices:

- Tender Security Declaration
- Anti-bribery policy

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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.

I IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
EMPLOYER

Delivered in presence of us

This 09th day of May 2022

Full Name Passor F. Kusina

Signature [Signature] For: CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

P O Box 2658 MOROGORO

Title Ag cc

WITNESS

Full Name FRANCIS TWAHA

Signature [Signature]

P O Box 2658 MOROGORO

Title 82

[Signature]

[Signature]

SUPPLIER:

This 09th day of May 2022

Full Name AVITABER GIMEN LOAITARA

Signature 

P O Box 20836 DAR ER SALAAM

Title MANAGING DIRECTOR



WITNESS

Full Name JOSEPH MARIE

Signature 

P O BOX 20836 DAR ER SALAAM

Title ADVOCATE





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, TACORI Building,
P.O.Box 26598, Morogoro -Tanzania



Ref. No: CFA.135/644/01

1st April, 2022

Managing Director,
PAPILLON INVESTMENT
P. O Box 20836
DARES SALAAM.

RE: PROCUREMENT AND SUPPLY OF FURNITURE

(Tender No. AE/084/2021-22/HQ/TCRP/G/4-B)

Sub: Notification of Contract Award

This is to notify you that, Tanzania Wildlife Management Authority through Circular Resolution has approved your tender for Procurement and Supply of Furniture (Tender No. AE/084/2021-2022/HQ/TCRP/G-4-B)

2. You will Supply Furniture for a negotiated Contract Price of TZS 162,089,461.00 Tanzania Shillings One Hundred Sixty-Two Million eighty nine Thousand four hundred sixty one Only (VAT Inclusive) for a duration of two (2) months.
3. You are therefore required to confirm your acceptance in writing immediately for further action.

M. Y. Kabange

For: **CONSERVATION COMMISSIONER**

M/S PAPILLON INVESTMENT

P.O. BOX 20036 DAR ES SALAAM, MOB: +255 784 315 421, 715 133 335

Dealers in: School & Office Stationeries, Household Items, Building Hardware's, Electrical Appliances, Curtains, Office Furniture, transportation and General Supplies

TO: TANZANIA WILDLIFE MANAGEMENT AUTHORITY,

13th April 2022

P.O BOX 2658,

KINGOLWIRA-MOROGORO.

Dear Sir/Madam

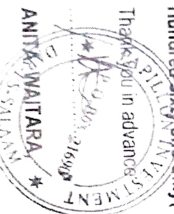
RE: TENDER NO AE084/2021-22/HQ/TCRP/G4-B/ SUPPLY OF FURNITURE

SUB: ACCEPTANCE OF AWARD CONTRACT

In respect of the above mentioned subject we confirm your award letter of reference no. CFA/135/64/01 date 13th April 2022 notifying us the award of quotation for supply of furniture

We say thank you very much for trusting and awarding our company for the contract price of TZS **162,089,461/= (Tanzania shillings One Hundred Sixty-two Million Eighty Nine Thousand four Hundred ~~sixty one~~ Only VAT INCLUSIVE)** for a duration of 60 days.

Thank you in advance



ANITA MAITARA,
MANAGING DIRECTOR.

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

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has considered 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 weeks
1	Mosquito Net	14	
2	Bathroom floor Mat	14	
3	TV 43 Inch Smart Flat Screen & Accessories	14	
4	TV Dish DSTV	14	
5	Mattress 8 Width	14	
6	Pillow Form	56	
7	Bed Cover Duvet	14	
8	Bed sheet with pillow cases (2+4) 2 bed sheet and 4 Pillow	56	
9	Towel	28	
10	Gas stove 2 plate	14	
11	Mini refrigerator (ONE DOOR)	14	
12	Set of utensils (Dinner Set, cooking pots, Glasses & Cutlery spoons Serving bowl	14	
13	AC BTU 12000	14	
14	Tall Bed Lamp	14	
15	Microwave	14	
16	Solar Heater water Pannel	14	
17	Waste garbage bins	14	
18	Solid wood kitchen cabinet	18	
19	BBQ Outdoor gas oven grill	14	
20	Wall pictures	18	

Special Conditions of Contract (SCC)

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 use number of the GCC is indicated in parentheses.

Use Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions (GCC 1)	
	1.1	The Purchaser is: Tanzania Wildlife Management Authority
	1.1(f)	The Supplier is: Papillon Investment
	1.1(g)	The Project is: Procurement and Supply of Furniture
	Governing Language (GCC 4)	
	4.1	The Governing Language shall be: English
	Applicable Law (GCC 5)	
	5.1	The Applicable Law shall be: Laws of THE LAWS OF TANZANIA.
	Country of Origin (GCC 6)	
	6.1	Country of Origin is Any Eligible Country to Performed Business
	Performance Security (GCC 10)	
	10.1	The amount of performance security, as a percentage of the Contract Price, shall be 10% [TEN PERCENT OF THE CONTRACT PRICE]
	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)	
	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.

12.	13.3	<p>expenses.</p> <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>
		<p>Insurance (GCC 14)</p>
13.	14.1	<p>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.</p>
		<p>Incidental Services (GCC 16)</p>
14.	16.1	<p>Incidental services to be provided are:</p> <p>N/A</p>
		<p>Spare Parts (GCC 17)</p>
15.	17.1	<p>Additional spare parts requirements are:</p> <p>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</p>

		of credit.
Warranty (GCC 18)		
16.	18.2	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: <ul style="list-style-type: none"> (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, or (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.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is:
Payment (GCC 19)		
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <ul style="list-style-type: none"> (i) Advance Payment: N/A (ii) On Shipment: ----- N/A (iii) On Acceptance: 100% percent of the Contract Price of Goods received shall be paid within thirty (30) days of

		<p>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> <ul style="list-style-type: none"> (i) Advance Payment: N/A (ii) On Delivery: N/A (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.
19.3		Rate to be used for paying the Supplier's interest on the late payment made by PE shall be N/A.
		Prices (GCC 20)
20.1		Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A
		Liquidated Damages (GCC 26)
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)
32.3		Arbitration institution shall be Tanzania Institute of Arbitration Place for carrying out Arbitration : At the Premises of institute of Arbitration (TI Arb)
33.1		Appointing Authority for the Adjudicator : Attorney General

Notices (GCC 35)

35.1

– PE's address for notice purposes:
Conservation Commissioner
Tanzania Wildlife Management Authority
Kingolwira Area
Old Tafari Building
P.O.BOX 2658
Morogoro.

– Supplier's address for notice purposes:
Managing Director
Papillon Investment
P.O.BOX 20836
DAR ES SALAAM.



**MINUTES OF THE NEGOTIATION MEETING WITH M/S PAPILLON
INVESTMENT FOR THE AWARD TENDER NO. AE/084/2020-
2021/HQ/TCRP/G/4-B
FOR PROCUREMENT AND SUPPLY OF FURNITURE.**

16th MARCH 2022

**MINUTES OF THE NEGOTIATION MEETING WITH M/S PAPILLON
INVESTMENT FOR THE AWARD TENDER NO. AE/084/2020-
2021/HQ/TCRP/G/4-B FOR PROCUREMENT AND SUPPLY OF
FURNITURE**

TAWA present Members

- | | | | |
|----|---------------------------|---|-------------|
| 1. | Mr. Stephen Elias Madenge | - | Chairperson |
| 2. | Mr. Juma Zullu | - | Member |
| 3. | Ms. Angelmercy Baruti | - | Member |

Present Members from Papillon Investment

1. Anitha Waitera
2. Hizla Augustino Lyimo

Agenda

1. Opening of the Meeting
2. Negotiation for the procurement and supply of furniture
3. Closing of the meeting

Agenda 1.0	Opening of the Meeting
Minute 1.1	The Chairperson welcomed the members in attendance. Conveyed his appreciation to the members of Papillon Investment who traveled from Dar-es-salaam to Morogoro. The meeting was opened at 14:35 hours .
Minute 1.2	Informed the members that based on the instruction to Tenderer Clause 36, Sub Clause 36.1 the Evaluation Committee had proposed the negotiation with the tenderer to sort out issues related to prices, number of items, and time for delivery of the items.
Agenda 2.0	Negotiation for the procurement and supply of furniture
Minute 2.1	The Chairperson informed the members of the reasons for negotiation which, included reducing the corrected tender price quoted by the Tenderer of TZS 371,784,960.00 (VAT inclusive) to meet the Employer's available budget.
Minute 2.2	The members agreed to reduce the prices of some items thus the total price was reduced from TZS 371,784,960.00 quoted by the tenderer to TZS 162,089,461 (VAT Inclusive)
Minute 2.1.2	As a way of meeting the quality and employer's budget, the members also decided to omit, replace, and change the size of some of the items and quantity as shown in attachment No.1
Minute 2.1.3	Items such as floor mats for the living and sitting room have been deducted from the tender price quoted while the quantity for most of the items has been reduced.
Minutes 2.2	Confirmation of execution time of 60 days proposed by the Tenderer.
Minute 2.2.1	Noted that the tenderer is able to supply the items to be procured within 60 days from the date of signing of the contract.
Minute 2.2.2	Agreed that the tenderer will supply the items of high quality taking into account the specification provided by the employer.
Minute 2.2.3	Agreed that the employer/management will provide to the tenderer a detailed list of the items with the clear specification

	needed
Minutes 2.2.4	The employer will provide samples of the items to be procured before delivering them.
Agenda 3.0	Closing of the Meeting
Minute 3.1	The Chairperson thanked the Members in attendance for their participation and for making the negotiation meeting fruitful. He informed the members that once the minutes are ready will be communicated to the members for signing. The meeting was officially closed at 18:30 hours on the 16 th of March 2022.

CERTIFIED AS TRUE RECORDS OF THE MEETING



Chairperson



Secretary



16/03/2022
Date