



**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

GFG INVESTMENTS LTD

FOR

Construction of Tourism Gate at Mkungunero Game Reserve

TENDER NO: AE/084/2021/2022/HQ/TCRP/W/05 LOT 2

December, 2021

FORM OF CONTRACT

THIS AGREEMENT is made on 30 day of December 2021 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 **GFG INVESTMENTS LTD of P.O.BOX 8733 DAR ES SALAAM,** (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Proposed Construction of Tourism Gate at **Mkungunero Game Reserve Tender No. AE/084/2021/2022/HQ/TCRP/W/05 LOT 2** for the contract sum of **TZS 279,796,208.50 (Tanzanian Shillings Two Hundred Seventy Nine Million Seven Hundred Ninety Six Thousand Two Hundred and Eight Fifty Cents Only VAT INCLUSIVE)** hereinafter referred to as the "contract price" for a duration of Five (5) 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 279,796,208.50 (Tanzanian Shillings Two Hundred Seventy Nine Million Seven Hundred Ninety Six Thousand Two Hundred and Eighty Five Cents Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of Five (5) 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 30 day of DECEMBER, 2021

Full Name: MILAGE YUSUF KABANGE

Signature: [Signature]

P O Box 2658 MOROGORO

Title: FW. CONSERVATION COMMISSIONER

FOR CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

WITNESS

Full Name: STEPHEN MWAMBA-SENJEU

Signature: [Signature]

P O Box 2658 MOROGORO

Title: SENIOR LEGAL OFFICER

CONTRACTOR:

This 30th day of December, 2021

Full Name: PASEAL-C. MWAFA

Signature: [Signature]

P O Box 8733 DAR ES SALAAM

Title: Managing Director



WITNESS

Full Name: FUYA G. KIMBITA

Signature: [Signature]

P O Box 8733 DAR ES SALAAM

Title: DIRECTOR



TANZANIA WILDLIFE MANAGEMENT AUTHORITY - TAWA

Dar es salaam Road, TAFORI Building Kingolwira Area, P.O. Box 2658, Morogoro,
Phone: 023 - 2934204 - 11, Email: cc@tawa.go.tz

Ref. No. CDA.62/655/01

29th December, 2021

Managing Director,
GFG Investments Ltd,
P. O. Box 6733
DAR ES SALAAM

RE: CONSTRUCTION OF TOURISM GATE AT MKUNGUNERO GAME RESERVE

(Tender No. AE/084/2021-22/HQ/TCRP/W/5 LOT 2)

Sub: Notification of Contract Award

This is to notify you that, the Tender Board Meeting held on 28th December, 2021 has approved your tender for a Construction of tourism gate, at Mkungunero Game Reserve.

You will construct a tourism gate at a construct price of TZS 279,796,208.50 (Tanzania Shillings Two Hundred Seventy Nine Million, Seven Hundred Ninety Six Thousand, Two Hundred and Eight and Fifty Cents Only) VAT Inclusive for a duration of five months.

You are therefore required to confirm your acceptance in writing immediately for further action.

Best regards.

M. Y. Kabange
For CONSERVATION COMMISSIONER

GFG INVESTMENTS LTD.

Building & Civil works Contractors,

ADA ESTATE
Off Manara Road
P O Box 8733
Dar es Salaam, Tanzania

Tel: + 255 22 2664428
Fax: +255 22 2664443
Mobile 0784 - 400623
0767 - 400623
Email – gfg.invest

Ref : GFG/TAWA/MKNR/NCA/2021

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY,
OLD TAFORI BUILDING,
P. O. BOX 2658,
MOROGORO.**

30th December, 2021

Dear Sir/Madam,

RE: CONSTRUCTION OF TOURISM GATE, STAFF HOUSE, VISITORS INFORMATION CENTRE, CURIO SHOP, GUARD HOUSE, REVENUE COLLECTION POINT, AND TOURISM TOILET AT MKUNGUNERO GAME RESERVE TENDER No.AE/084/2021 – 2022/HQ/TCRP/W/5 LOT 2.

Subject: Notification of Contract award

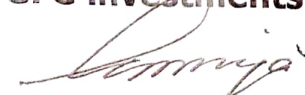
We acknowledged receipt of your letter ref: no. CDA.62/655/01 dated 29th December 2021 for the notification of award of Contract No.AE/084/2021 – 2022/HQ/TCRP/W/5 Lot 2.

We confirm the acceptance of offer to carry out the above project for the amount stated that's TZS 279,796,208.50 in words (Tanzania Shillings Two Hundred Seventy Nine Million, Seven Hundred Ninety Six Thousand, Two Hundred and Eight cents Fifty only) inclusive of VAT.

We would like to point out that during negotiation meeting it was agreed that the construction period is 6months refer minutes item 6.1.

We thank you for trusting our company to work with you.

**Yours for and on behalf of
GFG investments Ltd.**



**Pascal C Minja
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: cc@tawa.go.tz</p> <p>The Contractor is: GFG INVESTMENTS LTD OF P.O.BOX 8733 DAR ES SALAAM Email: gfg.investments@yahoo.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: Eng. Samwel P. Wangwe</p> <p>The Works: Proposed Construction of Tourism Gate at Mkungunero Game Reserve.</p> <p>Mobilization Period shall be 7 days</p> <p>The Start Date shall be one day after mobilization</p> <p>Completion Date: Shall be Five (5) months after seven (7) days of mobilization.</p> <p>The Site is: located at Mkungunero Game Reserve, Kondo 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:

		<ul style="list-style-type: none"> (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;
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</p> <p>Employer's: Tanzania Wildlife Management Authority P.O.Box 2658 Morogoro</p> <p>Contractor: GFG INVESTMENTS LTD of P.O.BOX 8733 DAR ES SALAAM</p>
6.	12.1	Include the Schedule of Other Contractors, if any. N/A
7.	13.1	<p>Key Personnel:</p> <ul 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> <ul 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	Site Investigation Reports available to the Tenderer are: Where there is material testing and investigation report, it will be for information only.
10.	26.4	The other measures include:

10.	26.4	The other measures include: 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 <i>“is not”</i> “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.

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. 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
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 GFG INVESTMENTS LTD FOR TENDER NUMBER AE/084/2021/2022/HQ/TCRP/W/05 LOT 2 AND LOT 1 FOR PROPOSED CONSTRUCTION OF TOURISM GATE, GUARD HOUSE, REVENUE COLLECTION POINT AND TOURISM TOILET AT MKUNGUNERO AND SWAGASWAGA GAME RESERVE HELD ON WEDNESDAY 29TH DECEMBER 2021 AT TAFORI MLELE GIS ROOM 10:09 TO 13:49 HOURS.

Present

- | | | |
|----------------------|---|-------------|
| 1. Jafari Sozi | - | Chairperson |
| 2. Esther Mwasampeta | - | Secretary |
| 3. Samwel Wangwe | - | Member |
| 4. Pascal C. Minja | - | Contractor |
| 5. Fuya G. Kimbita | - | Contractor |

Agenda:

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



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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 10:09 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 **Minutes 4.0 Negotiations on Minor alterations in Bill of Quantity for Mkungunero Game resever**

Minute 4.1.3 **Agreed:** To change item G Earth filling Unit from **Square meter** to **Cubic Meter**.

Minute 4.1.4 **Further Agreed:** The load surplus was to be reduced from **25,000** to **TZS 5,000/= per cubic meter**.

Minute 4.1.5 **Further Agreed:** The Disposal of water to be removed.

Minute 4.1.6 **Agreed:** To reduce the rate of The Hardcore from **75,000** to **35,000 per square meter**



Minutes 4.1.6 Agreed: To reduce the rate of The Plain Concrete Grade '15' from **300,000 to 285,000**

Minutes 4.1.7 Agreed: To reduce the rate of wash basin from 689,700 to 450,000

Minutes 4.1.8 Agreed: To reduce the rate of Asian type from 269,800 to 250,000

Minutes 4.1.9 Agreed: To reduce the rate of floor drain from 65,900 to 45,000

Minutes 4.1.10 Agreed: To reduce the rate of Western Toilet from 698,700 to 598,700

Minutes 4.1.11 Agreed: To reduce the rate of Disable Toilet from 4,100,000 to 3,280,000

Minutes 4.1.13 Agreed: Provision Sum item for Data and Voice was reduced from 10,000,000 to 6,000,000, also Construction of water tower was removed.

Minutes 4.1.12 Agreed: After all the alteration the contract price was reduced from TZS **306,464,820.92/=** to **TZS 285,506,335.20/= VAT Inclusive.**

Minutes 4.1.13 Agreed: The contractor to offer discount of **2%** of the contract price therefore the contract price was reduced from **TZS 285,506,335.20/=** to **Tzs 279,796,208.50/= VAT Inclusive**

Agenda 5.0 Agreed: That the contract amount for Proposed Construction of Tourism Gate, Guard House, Revenue Collection Point and Tourism Toilet at Mkungunero Game Reserve is **TZS 279,796,208.50/=** inclusive of VAT and local charges (Say Two hundred Seventy-Nine Million Seven Hundred Ninty Six Thousand Two Hundred and Eight Shillings and Fifty Cents only).



Negotiations on Minor alterations in Bill of Quantity for Swagaswaga Game resever

Minute 5.1.3 **Agreed:** To change item G Earth filling Unit from **Square meter to Cubic Meter.**

Minute 5.1.4 **Further Agreed:** The load surplus was to be reduced from **25,000 to TZS 5,000/= per cubic meter.**

Minute 5.1.5 **Further Agreed:** The Disposal of water to be removed.

Minute 5.1.6 **Agreed:** To reduce the rate of The Hardcore from **75,000 to 35,000 per square meter**

Minutes 5.1.6 **Agreed:** To reduce the rate of The Plain Concrete Grade '15' rate from **300,000 to 285,000**

Minutes 4.1.7 **Agreed:** To reduce the rate of wash basin rate from **689,700 to 450,000**

Minutes 4.1.8 **Agreed:** To reduce the rate of The Asian type from **269,800 to 250,000**

Minutes 4.1.9 **Agreed:** To reduce the rate of floor drain from **65,900 to 45,000**

Minutes 4.1.10 **Agreed:** To reduce the rate of Western Toilet from **698,700 to 598,700**

Minutes 4.1.11 **Agreed:** To reduce the rate of Disable Toilet from **4,100,000 to 3,280,000**

Minutes 4.1.12 **Agreed:** To omit Visitors Information center and Waiting Lounge also the amount for Bouquet (**TZS113,573,910.00/=**) will be replace by Staff House which will be concluded after submission of quotation



Minutes 4.1.14 Agreed: Provision Sum item for Data and Voice was reduced from 10,000,000 to 6,000,000, also Construction of water tower was removed

Minutes 4.1.14 Agreed: After all the alteration the contract price was reduced from TZS 541,334,800.90/= to TZS 435,304,732.57/= VAT Inclusive.

Minutes 4.1.13 Agreed: The contractor to offer discount of 2% of the contract price therefore the contract price was reduced from TZS 435,304,732.57/= to Tzs 426,598,637.92/= VAT Inclusive

Agenda 5.0 Agreed: That the contract amount for Proposed Construction of Tourism Gate, Guard House, Revenue Collection Point and Tourism Toilet at Mkungunero Game Reserve is TZS 426,598,637.92/= inclusive of VAT and local charges (Say Four hundred Twenty-Six Million Five Hundred Ninety-Eight Thousand Six Hundred Thirty-Seven Shillings and Ninety-Two Cents only).

Agenda 5.0 **Terms and Condition for Payment.**

Minute 5.1 **Agreed:** Payment will be made within twenty eighty (28) days after the approval of interim certificate raised by Contractor.

Minute 5.1.1 **Agreed.** Advance payment of 30% will be made to contractor after the submission and approval of Advance payment Guarantee in form of Unconditional Bank Guarantee from reputable Bank or Insurance Bond. Performance security is 10% and will be in form of insurance bond from reputable Company.

Minutes 5.1.2 **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



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defect liability period. The limit of retention will be 5% after the Penaultment certificate.

Agenda 6.0 **Negotiations on Work Schedule and Completion of Project.**

Minute 6.1 **Agreed:** The Project will be Completed not more than Six Month (6) after the Mobilization Period.

Minutes 6.1.1 **Agreed:** Site Possession will be within seven (7) days after signing the Contract

Minute 6.1.2 **Agreed:** The Contractor to submit the revised work program within Seven Days after the site Possession.

Minutes 6.1.3 **Agreed:** The mobilization period will be Seven Days (7) after site possession meeting.

Agenda 7.0 **Acceptance/Completion and inspections certificate.**

Minute 7.1 **Informed:** that Project will be subjected to 100% inspection and Audits.

Minutes 7.1.1 **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 7.1.2 **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 8.0 **Register of power of attorney (POA)**

Minutes 8.1 **Agreed:** Contractor should register the power of attorney immediately after



Client offer and submit the copy to Client

Minutes 8.2

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 8.3

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

Agenda 9.0

Defect Liability Period

Minute 9.1

Agreed defect liability period is 180 days.

Minute 9.0

Liquidated Damages

Minute 9.1

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 10.0

Any other Business

Minutes 11.1

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 worker

Agenda 12.0

Closing the Meeting

Minutes 12.1

The Chairperson **thanked** Participant for their deliberations and patience during the meeting and finally closed the meeting at 13:49hrs.



CERTIFIED AS TRUE RECORDS OF THE PROCEEDINGS

Signature.....*[Signature]*
Chairperson of the Meeting

Signature.....*[Signature]*
Secretary of the Meeting

Date.....*29/12/2021*

Date.....*29/12/2021*

Signature.....*[Signature]*



Contractor representative.....*Pascal C. Muya*

Date.....*29 December 2021*

[Signature]

