



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

PRD RIGS TANZANIA LTD

FOR

SUPPLY OF BOREHOLE DRILLING TRUCK

TENDER NO: AE/084/2021-2022/HQ/TCRP/G/2 LOT 5

January, 2022

## FORM OF CONTRACT

THIS AGREEMENT made on 22 day of January 20 22 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 **PRD RIGS TANZANIA LTD OF P.O.BOX 15735 DAR ES SALAAM,** (hereinafter referred to as "the Supplier") on the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **SUPPLY OF BOREHOLE DRILLING TRUCK** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 580,00,000.00/= (Tanzanian Shillings Five Hundred Eighty Million Only VAT INCLUSIVE)** hereinafter referred to us as the "Contract Price" for duration of three (3) months.

### 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) Price Schedule submitted by the Tenderer;
  - (c) Schedule of Requirements;
  - (d) Technical Specifications;
  - (e) Manufacturer Authorization Form
  - (f) Notarized Power of attorney
  - (g) Special Conditions of Contract;
  - (h) General Conditions of Contract;
  - (i) Purchaser's Letter of Acceptance; and
  - (j) 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

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other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 of January 2022  
Full Name: MLAGE YUSSUF KABANGA  
Signature: [Signature]  
P O Box 2658 MOROGORO  
Title: FOR: CONSERVATION COMMISSIONER  
*For: CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO*

**WITNESS**

Full Name: STEPHEN MUYAMASENTELE  
Signature: [Signature]  
P O Box 2658 MOROGORO  
Title: SENIOR LEGAL OFFICER  
*For: CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO*

**SUPPLIER:**

This 22 day of JANUARY 2022  
Full Name: JOHN MWANZIA  
Signature: [Signature]  
P O Box 15735 DAR ES SALAAM,  
Title: MANAGER



**WITNESS**

Full Name: ROBERT KHISA  
Signature: [Signature]  
P O Box 15735 DAR ES SALAAM,  
Title: OPERATIONS MANAGER (GA)

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*[Signature]*

### Special Conditions of Contract (SCC)

The 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 clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		<b>Definitions (GCC 1)</b>
1.	1.1	The Purchaser is: <b>Tanzania Wildlife Management Authority - TAWA</b>
2.	1.1(j)	The Supplier is: <b>PRD RIGS TANZANIA LTD</b>
3.	1.1(q)	The Project is: <b>SUPPLY OF BOREHOLE DRILLING TRUCK</b>
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: English
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: Laws of Tanzania
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is Tanzania
		<b>Performance Security (GCC 10)</b>
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>ten (10) percent of the Contract Price</b>
8.	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.
		<b>Inspections and Tests (GCC 11)</b>

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9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>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.</p>
<b>Packing (GCC 12)</b>		
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
<b>Delivery and Documents (GCC 13)</b>		
11.	13.1	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> </ul>

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		<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p><b>For Goods from within Tanzania:</b></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"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(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.</li> </ul> <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>
	<b>Insurance (GCC 14)</b>	
13.	14.1	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.
	<b>Incidental Services (GCC 16)</b>	

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14.	16.1	Incidental services to be provided are:  <b>Shall be covered in the contract price</b>
<b>Spare Parts (GCC 17)</b>		
15.	17.1	Additional spare parts requirements are:  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 of credit.
<b>Warranty (GCC 18)</b>		
16.	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be six months from date of acceptance of the Goods. 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:  (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,  <b>or</b>  (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: six months
<b>Payment (GCC 19)</b>		

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18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in ( ) [currency of the Contract Price] in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the PE.</li> <li>(ii) <b>On Shipment:</b> ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.</li> <li>(iii) <b>On Acceptance:</b> Ninety (90) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</li> </ul> <p>Payment of local currency portion shall be made in :TZS 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 performed.</p>
		<p><b>Payment for Goods and Services supplied from within Tanzania:</b></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"> <li>(i) <b>Advance Payment:</b> fifteen (15) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a</li> </ul>

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		<p>bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Delivery:</b> (0%) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) <b>On Acceptance:</b> The remaining 85 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.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be [ 0.1%].
	<b>Prices (GCC 20)</b>	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  NA
	<b>Liquidated Damages (GCC 26)</b>	
21.	25.1	Applicable rate: 0.1 %  Maximum deduction: is equal to the performance security.  <b>Note:</b> 0.1 to 0.2 per cent per day of undelivered materials/good's value.
	<b>Procedure for Dispute Resolution (GCC 32)</b>	
23.	32.3	Arbitration institution shall be done by Tanzania Institute of Arbitration. Place for carrying out Arbitration Morogoro Tanzania or any other place selected by Arbitrators
24.	33.1	Appointing Authority for the Adjudicator: <b>Tanzania Institute of Arbitration</b>

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Notices (GCC 35)		
26.	35.1	<p>—PE's address for notice purposes: <b>Conservation Commissioner, Tanzania Wildlife Management Authority P. O. Box 2658 Morogoro</b></p> <p>—Supplier's address for notice purposes: <b>PRD RIGS TANZANIA LTD P.O. Box 15735 Ilala Dar es Salaam Tanzania</b></p>

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TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
OFFICE OF THE CONSERVATION COMMISSIONER

Kingolwira Area, Dar es Salaam Road, TAFOR Building,  
P.O Box 2658, Morogoro -Tanzania



Ref. No. CCB.400/644/01/69

Date: 20 January, 2022

Managing Director,  
PRD RIGS TANZANIA LTD  
P.O.BOX 15735  
DAR ES SALAAM.

RE: PROCUREMENT AND SUPPLY OF BOREHOLE DRILLING VEHICLE

(Tender No. AE/084/2021-22/HQ/TCPR/G/2 LOT 5)

Sub: Notification of Contract Award

This is to notify you that, the Tender Board through circular resolution on 19<sup>th</sup> January, 2022 has approved your tender for a Supply of Borehole Drilling Vehicle.

2. You will supply borehole drilling vehicle for a negotiated contract price of **TZS 580,000,000.00 Tanzania Shillings Five Hundred Eighty Million Only (VAT Inclusive)** for a duration of three (3) months
3. You are therefore 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**



PRD RIGS  
TANZANIA LTD  
GOOD TO DRILL

20<sup>th</sup> January 2022

Your Ref: CCB.400/644/ 01/69

Our Ref:006TZ/01/2022

The Conservation Commissioner,  
Tanzania Wildlife Management Authority (TAWA),  
P. O. Box 2658,  
Morogoro  
TANZANIA.

Dear Sir,

**RE:RE: SUPPLY OF BOREHOLE DRILLING TRUCK (TENDER No: AE/0084/2021-22/HQ/TCRP/G/2 LOT 5)**

**Sub: Notifications of Contract Award**

In reference to the above, We are in receipt of your letter of award dated 20<sup>th</sup> January 2022 of the above mentioned tender, detailing the Tender Board's approval of our bid for the contract sum of **TZS 580,000,000 ; Tanzania Shillings Five Hundred and Eighty Million Only (Vat Inclusive).**

It is with great pleasure that we acknowledge your notification and express our acceptance to honour the award and contract.

We shall avail our signatory for the signing of the contract agreement and commence the supply process once the local purchase order has been issued.

Thank you.

For Prd Rigs Tanzania Ltd

  
John Mwanzia  
MANAGER



PRD RIGS TANZANIA LTD

📍 P. O. Box 15735  
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/ Lindi Street. Ilala. Dar Es Salaam. Tanzania

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## RECORD OF NEGOTIATIONS

Name of the Procuring Entity: **TANZANIA WILDLIFE MANAGEMENT**Tender ID No.: **AE/084/2021-2022/HQ/TCRP/G/2 Lot 5**Subject of Procurement: **Procurement and supply of one borehole drilling vehicle.**Method of Procurement: **Single Source Tendering**Date of Negotiation: **16<sup>th</sup> January, 2022**

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
Tender Price Vs Client Budget	Agreed the supplier to procure and supply the bore hole drilling vehicle for TZS 580,000,000.00 VAT inclusive\ due to the increase of shipping and manufacturing cost
Terms of and condition of payment	<b>Agreed</b> that the payment will be made after machine delivery. However, the payment will be in the form of letter of credit.
Company financial statement/ report	<b>Agreed</b> to submit the financial report of three consecutive years to the client on Monday 17 <sup>th</sup> January
Validity of Business Documents	The supplier submitted the documents for verification.
Delivery Period	<b>Agreed</b> the delivery period 90 days after signing of the contract.
Warranty and Maintenance	<ul style="list-style-type: none"> <li>• <b>Agreed</b> the warranty period of 24 months against manufacturers defects.</li> <li>• Free service to the vehicle and equipments will be the first three months after delivery.</li> <li>• After sell/Annual maintenance contract will depend on the client will but was highly recommended to enter into contract with PRD for assurance of the machine life span.</li> </ul>
Training	Incidental training: <b>Agreed</b> the induction training of not less





	<p>than two days will be conducted to the crew free and will involve theory and practical.  <b>Informed</b> that Workshop training is conducted every year at Nairobi and it involves other stakeholders.</p>
<p>Accessories, Spare parts and Lubricant</p>	<p><b>Informed</b> that all accessories, spare parts, and lubricants are available in stock at supplier's store in Dar es salaam</p>
<p>Additional accessories                  i. Tree Tricon bit (4",6"and 8")                  ii. Tree Roller Bit (4",6"and 8")                  Sub adapter (Connection between hammer assembly and drilling rods)</p>	<p>Informed that the most applicable bits are 6" and 8", hence the client was advised to add the bit of 6",8",10" and 12" for both mill tooth and tungsten carbide inserts.  <b>Further informed</b> those bits discussed is rarely used in Tanzania so it seems that is not necessary for the time being but when needed it is available at suppliers' store.                  Informed that the addition of bits will increase the contract price.</p>
<p>Technical Specification</p>	<p><b>Informed</b> that the tender document issued to the supplier was missing the suitable specifications by indicating old type of drilling rig. Hence the supplier provided a more popular and modern equipment specifications which had deviations but serves the purpose to drill upto 363mtrs. Therefore, the meeting agreed as follows:                  Informed that adding on tools for drilling rigs will increase the total contract sum as follows:</p> <ul style="list-style-type: none"> <li>• Adding of drilling rods of 5m length to be 80 instead of 50pcs, the addition of each rod will increase the cost of TZS 1,400,000.00 per rod VAT exclusive</li> <li>• addition of 1no 6" Drilling hammer is costing 5,290,004.00 VAT inclusive</li> </ul> <p>After discussing all the changes on specification and missing tools to the drilling vehicle, it was observed that the evaluation team required other</p>

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	additional tools in addition to the rods and hammer above. The total cost of purchasing those extra items recommended by the evaluation team will be 122,643,249.48 VAT Inclusive extra amount from the price quoted by the supplier.
A.O.B	The supplier agreed to offer commissioning to display performance of the rig in one borehole identified by the client and provided the hydro geotechnical report which will help the client to determine and procure the required drilling consumables at the due time.

We hereby certify that the above is a true and accurate record of the negotiations:

**For the Procuring Entity**

Signature: *[Signature]*  
Name: *Ali Kansi*  
Position: *Member*  
Date: *16/01/2022*

**For the Tenderer/Consultant**

Signature: *[Signature]*  
Name: *JOHN MWANZIA*  
Position: *MANAGER*  
Date: *16/01/2022*



Document attached:  
Minutes of the Negotiation meeting

*[Signature]*

*[Signature]*

