



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

CENTRAL HIGHWAY CONTRACTORS LIMITED

FOR

Proposed Rehabilitation and Extension of 400m Runway length for  
Lake Natron Game Controlled Area Airstrip

TENDER NO: AE/084/2021-2022/HQ/TCRP/W/07

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 CENTRAL HIGHWAY CONTRACTORS LIMITED OF P.O.BOX 1562 DAR ES SALAAM, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Proposed Rehabilitation and Extension of 400m Runway length for Lake Natron Game Controlled Area Airstrip Tender No. AE/084/2021-2022/HQ/TCRP/W/07 for the contract sum of TZS 169,075,120.00 (Tanzanian Shillings One Hundred Sixty Nine Million Seventy Five Thousands One hundred Twenty Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of three (3) 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; and
  - (i) Tenderer Bill of Quantity (BOQ)
  - (j) Notarized power of Attorney
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, the for the contract sum of TZS 169,075,120.00 (Tanzanian Shillings One Hundred Sixty-Nine Million Seventy-Five Thousand Hundred and One Twenty Only VAT INCLUSIVE hereinafter referred to as the "contract price" for a duration of three (3) 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: XILAGE YUSSUF KABANGE

Signature: [Signature]

P O Box 2658 MOROGORO

Title: For: CONSERVATION COMMISSIONER

For: CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO

**WITNESS**

Full Name: STEPHEN MWAMASENJELE

Signature: [Signature]

P O Box 2658 MOROGORO

Title: SENIOR LEGAL OFFICER

For: CONSERVATION COMMISSIONER  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
MOROGORO

**CONTRACTOR:**

This 30 day of December 2021

Full Name: JUMA REIZICK MAKUNGE

Signature: [Signature]

P O Box 1562 DAR ES SALAAM,

Title: DIRECTOR

CENTRAL HIGHWAY CONTRACTORS LTD  
(CHICO)

P. O. BOX 1562, DAR ES SALAAM  
TANZANIA

**WITNESS**

Full Name: RICHARD SANQUWE

Signature: [Signature]

P O Box 1562 DAR ES SALAAM,

Title: Technical 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

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

Managing Director,  
Central Highway Contractors Ltd  
P. O. Box 1562  
**DAR ES SALAAM**

### RE: PROPOSED REHABILITATION AND EXTENSION OF 400M RUNWAY FOR LAKE NATRON GAME CONTROLLED AREA AIRSTRIP

(Tender No. AE/084/2021-22/HQ/TCRP/W/07

#### Sub: Notification of Contract Award

This is to notify you that, the Tender Board Meeting held on 28<sup>th</sup> December, 2021 has approved your tender for a proposed rehabilitation and extension of 400m runway for Lake Natron Game controlled area air strip.

You will rehabilitate and extend 400m runway for Lake Natron Game controlled area air strip at a construct price of **TZS 169,075,120.00 (Tanzania Shillings One Hundred Sixty Nine Million, Seventy Five Thousands, One Hundred and Twenty Only) VAT Inclusive for a duration of Three months.**

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

Best regards.

M. Y. Kabange  
For. CONSERVATION COMMISSIONER



# CENTRAL HIGHWAY CONTRACTORS LIMITED.

(CHICO) Registered Building & Civil Engineering Contractors

P.O. Box 1562 Dar es Salaam, Tel. 0754-630585, 0784-292274, 0784-284140., 0713 292274  
Fax No 022-2461351

**Our Ref:** Gen/31/2021/JR/dm

**Date:** 30<sup>th</sup> December, 2021

Ag Conservation Commissioner  
TAWA  
MOROGORO

Dear Sir,

**RE: TENDER FOR PROPOSED REHABILITATION AND EXTENSION OF 400M  
RUNWAY LENGTH FOR LAKE NATRON GAME CONTROLLED AREA  
AIRSTrip.**

**Tender No: AE/084/2021 - 2022/HQ/TCRP/W/07**

**SUB; ACCEPTANCE OF AWARD OF OUR TENDER**

We are in receipt of your letter CDA.62/655/01 dated December 29<sup>th</sup>, 2021 notifying us of your Approval our Tender for the proposed rehabilitation and extension of 400m runway length for Lake Natron Game controlled area airstrip.

We hereby confirm our Acceptance of the Award, you may proceed with other Contractual matters.

Yours faithfully,  
Central Highway Contractors Ltd.

  
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**Juma Reizick**  
Director

  
Email :centralhighway@rocketmail.com



## 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, Tafori Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania. Email: <a href="mailto:cc@tawa.go.tz">cc@tawa.go.tz</a></p> <p>The <b>Contractor</b> is: <b>CENTRAL HIGHWAY CONTRACTORS LIMITED</b> OF P.O.BOX 1562 DAR ES SALAAM Email: <a href="mailto:gencomltd@yahoo.com">gencomltd@yahoo.com</a></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: <b>Eng. Samwel P. Wangwe</b></p> <p>The <b>Works</b>: Proposed Rehabilitation and Extension of <b>400m</b> Runway length for Lake Natron Game Controlled Area Airstrip.</p> <p>Mobilization Period 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 <b>three (3)</b> months after 7 days of mobilization.</p>

		The Site is: <b>located at Lake Natron Game Controlled Area, Longido District.</b>
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: (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; and (i) Tenderer Bill of Quantity (BOQ) (j) Notarized power of Attorney
4.	4.1	The language of the Contract documents is: <b>English.</b>  The law that applies to the Contract is the Laws of Tanzania.
5	8.1	Address for communication Employer's: <b>Tanzania Wildlife Management Authority P.O.Box 2658 Morogoro</b> Contractor: <b>CENTRAL HIGHWAY CONTRACTORS LIMITED of P.O.Box 60211 Dar Es Salaam</b>
6.	12.1	Include the Schedule of Other Contractors, if any. <b>N/A</b>
7.	13.1	Key Personnel: i. Project Manager ii. Site Engineer iii. Site technician iv. Foremen
8.	17.1	The minimum insurance covers shall be:  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: 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: <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. Time Control**

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>TZS 600,000.00</b>

#### **C. Quality Control**

19.	44.1	The Defects Liability Period is <b>180 days.</b>
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#### **D. Cost Control**

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

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 sum payable after contract signing. No later than <b>28</b> days after submission of Bank Guarantee. 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: 1. Bank Guarantee
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. 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>


