



**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

TACHI ENTERPRISES LIMITED

FOR

Construction of Tourism Gate at Kijereshi Game Reserve

TENDER NO: AE/084/2021/2022/HQ/TCRP/W/05 LOT 3

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 **TACHI ENTERPRISES LIMITED of P.O.BOX 11610 MWANZA,** (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Proposed Construction of Tourism Gate at **Kijereshi Game Reserve** Tender No. **AE/084/2021/2022/HQ/TCRP/W/05 LOT 3** for the contract sum of **TZS 235,470,044.00 (Tanzanian Shillings Two Hundred Thirty Five Million Four Hundred Seventy Thousand and Forty Four 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 235,470,044.00 (Tanzanian Shillings Two Hundred Thirty Five Million Four Hundred Seventy Thousand and Forty Four 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: MLAGE YUSSUF KABANGE

Signature: [Signature]

P O Box 2658 MOROGORO

TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO
FOR CONSERVATION COMMISSIONER

Title: For: CONSERVATION COMMISSIONER

WITNESS

Full Name: STEPHEN MWAMASENJE

Signature: [Signature]

P O Box 2658 MOROGORO

Title: SENIOR LEGAL OFFICER

CONTRACTOR:

This: 30TH day of DECEMBER 2021

Full Name: PAUL ROBERT SWERA

Signature: [Signature]

P O Box 11610 MWANZA

Title: MANAGING DIRECTOR



WITNESS

Full Name: GEOFFREY BONIPHACE MAMACCE

Signature: [Signature]

P O Box 11610 MWANZA

Title: PURCHASING OFFICER



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,
TACHI Enterprises Limited
P. O. Box 11610
MWANZA

RE: CONSTRUCTION OF TOURISM GATE AT KIJERESHI GAME RESERVE

(Tender No. AE/084/2021-22/HQ/TCRP/W/ 5 LOT 3)

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 the Construction of Tourism Gate at Kijereshi Game Reserve.

You will construct Tourism Gate for contract price of TZS 235,470,044 (Tanzania Shillings Two Hundred Thirty Five Million Four Hundred Seventy Thousand and Forty Four Only) VAT Inclusive for a duration of five months.

Therefore, you are required to confirm your acceptance in writing immediately for further action.

M. Y. Kabange
Ag. CONSERVATION COMMISSIONER



P.O. Box – 11610, Mwanza
Nkurumah / Uhuru Street
P.O. Box – 17024, Dar
Tanzania – East Africa
Mob: +255 754 439 837
+255 782 447 633
Email: tachp@yahoo.com

Dealers: Building & Civil Contractors

REF NO.TACHI/TAWA/HQ/001

30TH DECEMBER, 2021

TO:

TANZANIA WILDLIFE MANAGEMENT

AUTHORITY - TAWA

P.O.Box 2658

MOROGORO

REF.NO.CDA.62/655/01

**REF: CONSTRUCTION OF TOURISM GATE AT KIJERESHI GAME RESERVE;
TENDER NO.AE/084/2021-22/HQ/TCRP/W/SLOT 3**

SUB: CONTRACT AWARD

Refer the heading and sub-heading above.

We accept to work on that project for total sum 235,470,044/= (Two Hundred Thirty Five Million Four Hundred Seventy Thousand and Forty Four Shillings only, Plus VAT.

We will archive the project within Five month day calendar.

Thanks in advance we hope to work together.


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PAUL SWEYA

MANAGING DIRECTOR



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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>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: <u>cc@tawa.go.tz</u></p> <p>The Contractor is: TACHI ENTERPRISES LIMITED OF P.O.BOX 11610 MWANZA Email: tachp@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 Kijereshi 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 Kijereshi Game Reserve, Bunda 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: (a) Form of Contract;

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		(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	The language of the Contract documents is: English. The law that applies to the Contract is the Laws of Tanzania.
5	8.1	Address for communication Employer's: Tanzania Wildlife Management Authority P.O.Box 2658 Morogoro Contractor: TACHI ENTERPRISES LIMITED of P.O.BOX 11610 MWANZA
6.	12.1	Include the Schedule of Other Contractors, if any. N/A
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: 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.

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22.	57	The contract <i>“is not”</i> “subjected to price adjustment in accordance with Clause 49 of the General Condition of the contract.
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%