



**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 MASUFIN'S GENERAL COMPANY LTD

FOR

**Proposed Construction of five (2 in 1) Tourism Bandas at Mpanga
Kipengere Game Reserve**

TENDER NO: AE/084/2021/2022/HQ/TCRP/W/02

December, 2021


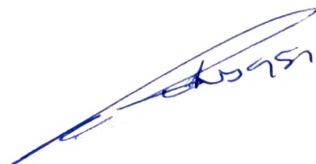
The Contract

THIS AGREEMENT is made the 13th day of December 2021 between **Tanzania Wildlife Management Authority, Dar es Salam Road, Tafari Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania** (hereinafter referred to as "the Employer") on the one part and **M/S MASUFIN'S GENERAL COMPANY LTD OF P.O.BOX 40490 DAR ES SALAAM**, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Proposed Construction of Five 2 in 1 Tourism Bandas at **Mpanga Kipengere Game Reserve Tender No. AE/084/2021/2022/HQ/TCRP/W/02** for the contract sum of **TZS 477,357,200 (Tanzania Shillings Four Hundred Seventy Seven Million Three Hundred Fifty Seven Thousand Two Hundred Only VAT INCLUSIVE)** hereinafter referred to as the "contract price" for a duration of Six (6) 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) This Contract;
 - (b) Letter of award
 - (c) Letter of acceptance
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Specifications
 - (g) Architectural Drawings
 - (h) Tenderer Bill of Quantity (BOQ); and
 - (i) Minutes of Negotiations;
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 477,357,200 (Say Tanzanian Shillings Four Hundred Seventy Seven Million Three Hundred Fifty Seven Thousand Two Hundred Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of Six (6) 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 13th day of DECEMBER 2021

Full Name: MADULA MWINGWA NYONDA

Signature: [Signature]

P O Box 2658 Morogoro

Title: AG. CONSERVATION COMMISSIONER

CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

WITNESS

Full Name: MERCY E. MRUTU

Signature: [Signature]

P O Box 2658 Morogoro

Title: SAC-LS

CONTRACTOR:

This 13th day DECEMBER of 2021

Full Name: Suleiman Abasi

Signature: [Signature]

P O Box 40490 DAR ES SALAAM

Title: DIRECTOR

MASUFIN'S GENERAL COMPANY LIMITED
P. O. Box 40690
DAR ES SALAAM, TANZANIA

WITNESS

Full Name: HUSSEIN TAWAKAL

Signature: [Signature]

P O Box 40490 DAR ES SALAAM

Title: MARKETING

[Handwritten mark]



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



Ref. No. **CDA.62/655/06**

Date: **10th December, 2021**

Managing Director,
Massufin's General Company Limited,
P.O.BOX 40690,
DAR ES SALAAM.

Re: **CONSTRUCTION OF FIVE 2 IN 1 TOURISM BANDAS AT MPANGA KIPENGERE
GAME RESERVE CONTRACT NO AE/084/2021-2022/HQ/TCRP/W/02**

Sub: **NOTIFICATION OF AWARD**

This is to notify you that, the Tender Board Meeting held on 4thDecember, 2021 has approved your tender for Construction of Five 2 in 1 Tourism Bandas at Mpanga Kipengere Game Reserve

2. You will construct a Five 2 in 1 Tourism Bandas for contract sum of **TZS 477,357,200.00 (Four Hundred Seventy Seven Million Three Hundred Fifty Seven Thousand Two Hundred Only VAT Inclusive** for a duration of **six (6) months**.

3. Therefore, you are 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

**MASUFIN'S GENERAL COMPANY LIMITED
BUILDING & CIVIL ENGINEERING CONTRACTORS**

Head Office:
P.O. Box 40690,
Kigogo, Plot No.7,
Kinondoni Municipality,
Dar Es Salaam.

Office : 0768 777 770
Mob : 0658 100 000
0786 277 777

E-Mail: masufin@yahoo.com

Ref No: MSN/TAWA/2021/06

Date: 13/12/2021

TO
Conservation Commissioner,
Tanzania Wildlife Management Authority,
P.O.BOX 2658,
Morogoro.

Dear Sir,

**REF: CONSTRUCTION OF FIVE 2 IN 1 TOURISM BANDAS AT MPANGA
KIPENGERE GAME RESERVE, CONTRACT NO: AE/084/2021-2022/HQ/TCRP/W
/02.**

SUB: ACCEPTANCE CONTRACT AWARD.


Kindly refer to the subject above.

We acknowledge to receive your letter with reference no **CDA 62/655/01**
Dated **10th December 2021.**

We hereby accept the contract award for construction of Five 2 in 1 Tourism
Bandas at Mpanga Kipengere Game Reserve for contract price of
**477,357,200.00/= (Tanzania shillings Four Hundred Seventy Seven
Million Three Hundred Fifty Seven Thousand Two Hundred Only VAT
Inclusive** for duration of Six (6) month.

Thanks for your continued cooperation and assistance.

Yours Faithfully,
MASUFIN'S GENERAL COMPANY LIMITED.


Suleiman Abbas Ndyanabo,
Director.

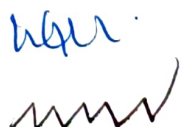
All correspondences to be addressed to the managing director



Special Conditions of Contract (SCC)

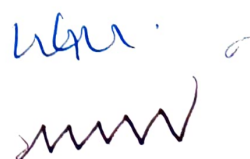
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in 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, Tafari Building, Kingolwira Area P O BOX 2658 Morogoro, Tanzania. Email: <u>cc@tawa.go.tz</u></p> <p>The Contractor is: M/S MASUFIN'S GENERAL COMPANY LTD OF P.O.BOX 40490 DAR ES SALAAM Email: masufin@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: To be indicated during site possession.</p> <p>The Works: Proposed Construction of five 2 in 1 Tourism Bandas at Mpanga Kipengere Game Reserve.</p> <p>The Start Date shall be one day after mobilization</p> <p>Completion Date: Shall be six (6) months after seven (7) days of mobilization.</p> <p>The Site is: located at Mpanga Kipengere Game Reserve, Wang'ing'ombe 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) This Contract; (b) Letter of award

		<p>(c) Letter of acceptance (d) Special Conditions of Contract; (e) General Conditions of Contract; (f) Specifications (g) Architectural Drawings (h) Tenderer Bill of Quantity (BOQ); and (i) Minutes of Negotiations;</p>
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 Employer's: Tanzania Wildlife Management Authority P.O.Box 2658 Morogoro Contractor: M/S MASUFIN'S GENERAL COMPANY LTD of P.O.Box 40490 DAR ES SALAAM</p>
6.	12.1	<p>Include the Schedule of Other Contractors, if any. N/A</p>
7.	13.1	<p>Key Personnel:</p> <ol 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> <ol 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	<p>Site Investigation Reports available to the Tenderer are: Where there is material testing and investigation report, it will be for information only.</p>
10.	26.4	<p>The other measures include:</p> <ol style="list-style-type: none"> 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 "is not" 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	<p>The amount of liquidated damages per day is 0.1 percent of contract price per day</p> <p>The maximum amount of liquidated damages must be equivalent to the amount of the performance security which is 10% of the performance security</p>
25.	60.1	The bonus for early completion is: N/A
26.	61.1	<p>1. The amount of advance payment shall be 15 % per cent of the contract sum payable after contract signing. No later than 28 days after submission of Bank Guarantee or Valid Insurance bond</p> <p>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.</p>
27.	62.1	<p>The Performance Security shall be: 10 % of the contract price in the form of:</p> <ol style="list-style-type: none"> 2. Bank Guarantee or 3. Valid Insurance bond
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	<p>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</p>
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 MASUFINI CONSTRUCTION COMPANY FOR
TENDER NUMBER AE-084/2021-2022/HQ/TCRP/W/03 LOT 3 AND AE-084/2021-
2022/HQ/TCRP/W/02 FOR CONSTRUCTION OF CAMPSITE AND FIVE TOURISM
BANDAS 2 IN 1 AT MPANGA KIPENGERE GAME RESERVE HELD ON FRIDAY
10TH DECEMBER 2021 AT TAFORI MLELE PREFAB ROOM 17:00 TO 18:10 HOURS.**

Present

- | | | |
|----------------------|---|-------------|
| 1. Paul Fissoo | - | Chairperson |
| 2 JafarySozi | - | Secretary |
| 3. Esther Mwasampeta | - | Member |
| 4. Suleiman Abbas | - | Contractor |

Agenda:

1. Opening of the Meeting
2. Adoption of the Agenda
3. Registration of Conflicts of interest
4. Negotiations on Minor alterations on Bill of Quantity
5. Negotiations on Tender Price.
6. Negotiations on terms and Condition of Payment
7. Negotiations on Completion and working Schedule of the project
8. Negotiations on Certificate and inspection of Project
9. Register of power of attorney
10. Defect liability Period
11. Liquidated Damage
12. Any Other Business (AOB)
13. 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 13:45 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 **Negotiations on Minor alterations in Bill of Quantity Campsite and Five Two in One Tourism Bandas Building respectively;**

Minute 4.1 **observed at Campsite:** The rate inserted on breaking rocks was to be reduced from **Tzs 600,000/=** to **Tzs 70,000/=** also rate for plumbing works was reduced from **7,200,000/=** to **3,000,000/=** and deduction of **1,000,000/=** was done, also rate for timber partition was reduced from **50,000/=** to **20,000/=**

Minute 4.1.1 Further observed at Tourism Bandas: The rate inserted on concrete was to be reduced from **TZS 300,000/=** to **TZS 30,000/=** also rate for **Formwork was reduced from TZS 40000/= to Tzs 18000/=.**

Minute 4.1.6 **Agreed:** After all the alterations the Total cost for the construction of Campsite building at Mpanga Kipengere to be **TZS 181,410,369.00** from



201,702,828.00 Vat Inclusive and for Bandas to be TZS 477,357,200.00 from TZS 551,884,000.00 Vat Inclusive after the minor alteration.

Negotiations on Tender price/Bid Price for the Project

Agreed: that the contract amount after discount of 2.2% for Construction of Campsite building, at Mpanga Kipengere is TZS 177,410,369.00/= inclusive of VAT and local charges (Say Tanzanian Shillings One hundred Seventy Seven Million Four Hundred Ten Thousand Three Hundred Sixty Nine Shillings only) and for Five Bandas 2 in 1 is TZS 477,357,200.00/= inclusive of VAT and local charges (Say Tanzanian Shillings Four hundred Seventy Seven Million Three Hundred Fifty Seven Thousand Two Hundred Shillings only)

Terms and Condition for Payment.

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

Agreed. Advance payment of 15% will be made to contractor after the submission and approval of Advance payment Guarantee in form of Unconditional Bank Guarantee from reputable Bank. Performance security is 10% and will be in form of insurance bond from reputable Company.

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

Agenda 7.0 **Negotiations on Work Schedule and Completion of Project.**

Minute 7.1 **Agreed:** The Project will be Completed not more than Six Month (6) after the Mobilization Period.

Minutes 7.1.1 **Agreed:** Site Possession will be within seven (7) days after signing the Contract

Minute 7.1.2 **Agreed:** The Contractor to submit the revised work program within Seven Days after the site Possession.

Minutes 7.1.3 **Agreed:** The mobilization period will be Fourteen Days (14) after site possession meeting.

Agenda 8.0 **Acceptance/Completion and inspections certificate.**

Minute 8.1 **Informed:** that Project will be subjected to 100% inspection and Audits.

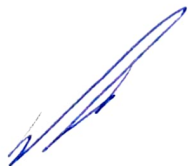
Minutes 8.1.1 **Agreed:** The Contractor shall permit the Auditors either from TAWA (internal Auditors) or Control and Auditor General (CAG) and Political Leaders at any time during the Project implementation.

Minutes 8.1.2 **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 9.0 **Register of power of attorney (POA)**

Minutes 9.1 **Agreed:** Contractor should register the power of attorney immediately after Client offer and submit the copy to Client

Minutes 9.2 **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 9.3 **Agreed:** that the Contractor should provide the insurance to workers during the project implementation.

Agenda 10.0 Defect Liability Period

Minute 10.1 Agreed defect liability period is 180 days.

Minute 11.0 Liquidated Damages

Minute 11.1 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 12.0 Any other Business

Minutes 12.1 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 workers.

Agenda 13.0 Closing the Meeting

Minutes 13.1 The Chairperson **thanked** Participant for their deliberations and patience during the meeting and finally closed the meeting at 18:10hrs.



CERTIFIED AS TRUE RECORDS OF THE PROCEEDINGS

Signature..... *[Handwritten Signature]*

Chairperson of the Meeting

Date..... *2021/12/10*

Signature..... *[Handwritten Signature]*

Secretary of the Meeting

Date..... *10/12/2021*

Signature..... *[Handwritten Signature]*

Contractor representative..... *Director*

Date..... *10/12/2021*

[Handwritten Signature]

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: [Tanzania Wildlife Management Authority]

[AE/08 4 /2021/2022/HQ/TCRP/W/02]

Subject of Procurement: [Constructions of five 2 in 1 Bandas at Mpanga Kipengere Game Reserve]

Method of Procurement: [Single Source]

Date of Negotiation: [10/12/2021]

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS

SN	Name	Position	Name of Tenderer/Firm	Signature
1.	Paul HILONGA FISSO	Chairperson	TAWA	
2.	Jafaa Amari	Secretary	TAWA	
3.	Esther Mwarapeta	Member	TAWA	
4.	Suleman KASSI	Director Masfin	Masfin	

Mhu