



**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

NOTRA TECH LTD

FOR

Proposed Construction of Campsite at Pande Game Reserve

TENDER NO: AE/084/2021/2022/HQ/TCRP/W/03 LOT 1

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 NOTRA TECH LTD OF P.O.BOX 33392 DAR ES SALAAM, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor execute Proposed Construction of Campsite at Pande Game Reserve Tender No. AE/084/2021/2022/HQ/TCRPW/03 LOT 1 for the contract sum of TZS 169,398,676.00 (Tanzania Shillings One Hundred Sixty Nine Million Three Hundred Ninety Eight Thousand Six Hundred Seventy Six Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of Four (4) 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.

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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 169,398,676.00 (Tanzania Shillings One Hundred Sixty Nine Million Three Hundred Ninety Eight Thousand Six Hundred Seventy Six Only VAT INCLUSIVE) hereinafter referred to as the "contract price" for a duration of Four (4) 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 DECEMBER of 2021

Full Name: MARUA MUNGWA NYONDA

Signature: [Signature]

P O Box 2658 Morogoro

Title: Ag. CONSERVATION COMMISSIONER

CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

WITNESS

Full Name: MERCY E. MURU

Signature: [Signature]

P O Box 2658 Morogoro

Title: SAC LS

CONTRACTOR:

This 15th day DECEMBER of 2021

Full Name: CHARLES G. RINGUZA

Signature: [Signature]

P O Box 33392 DAR ES SALAAM

Title: MANAGING DIRECTOR

WITNESS

Full Name: NIRO DEMUS S. KOMU

Signature: [Signature]

P O Box 33392 DAR ES SALAAM

Title: TECHNICAL DIRECTOR

NOTRA TECH LIMITED
P.O.Box 33392
DAR ES SALAAM



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.62/655/01

Date: 10th December, 2021

Notra Tech Limited,
P O Box 33392,
DAR ES SALAAM.

RE: CONSTRUCTION OF PUBLIC CAMPSITE AT PANDE GAME RESERVE
(CONTRACT NO: AE/084/2021/2022/HQ/TCRP/W/03 Lot 1

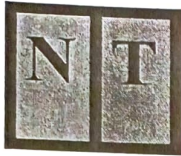
Sub: NOTIFICATION OF AWARD

This is to notify you that, the Tender Board Meeting held on 4thDecember, 2021 has approved your tender for Construction of Public Campsite at Pande Game Reserve

2. You will construct a public campsite for contract sum of **TZS 169,398,676.00 (One Hundred Sixty Nine Million Three Hundred Ninety Eight Thousand Six Hundred Seventy Six Only VAT Inclusive)** for a duration of three (3) months.

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

M.Y. Kabange
For. CONSERVATION COMMISSIONER



NOTRA TECH LIMITED

CIVIL & BUILDING CONTRACTORS

Tel: +255 22 2775214

Cell Phone: +255 754493002

P.O. box 33392

DARES SALAM

REFTAWA/3/2021

Dated :10/12/2021

**CONSRVATION COMMISSIONER,
TANZANIA WILD LIFE MANAGEMENT AUTHORITY
P.O.BOX
MOROGORO**

**RE: NOTIFICATION OF CONTRACT AWARD CONSTRUCTION OF CAMP SITE
AT PANDE GAME RESERVE TENDER NO AE/084/2021/2022/HQ/W/03LOT 1
SUB: ACCEPTANCE**

**We acknowledge the receipt of your letter dated 10/12/2021
with reference NO.CDA.62/655/01 concerning the above subject**

**We thank you for your intention to award the above contract for
to our company, we therefore confirm our ability and readiness to
execute project for CONSTRUCTION OF CAMP SITE AT PANDE GAME
RESERVE TENDER NO AE/084/2021/2022/HQ/W/03LOT 1, amounting to
Tanzanian shillings, 169,398,676 with duration of 90 days. we are eagerly
waiting for contract signing**

THANK YOU

**CHARLES G. KINGUZA
MANAGING DIRECTOR**

SPECIAL CONDITIONS OF CONTRACT

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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 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: NOTRA TECH LTD OF P.O.BOX 33392 DAR ES SALAAM Email: bkomu2001@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 Campsite at Pande Game Reserve.</p> <p>The Start Date shall be one day after mobilization</p> <p>Completion Date: Shall be Four (4) months after seven (7) days of mobilization.</p> <p>The Site is: located at Pande Game Reserve, Kinondoni Municipality.</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) 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;
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: NOTRA TECH LTD of P.O.Box 33392 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	<p>The other measures include:</p> <ul 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)

		<p>(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;</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: NOTRA TECH LTD of P.O.Box 33392 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)

		<p>c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d) Providing condoms (male and female) to workers</p>
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 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.

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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 or Valid Insurance bond 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 or 2. 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	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%

MINUTES OF NEGOTIATIONS

**TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA) MINUTES OF THE
NEGOTIATIONS MEETING WITH M/s NOTRA TECH LIMITED FOR TENDER
NUMBER AE-084/2021-2022/HQ/TCRP/W/03 LOT 1 FOR CONSTRUCTION OF
CAMPSITE AT PANDE GAME RESERVE HELD ON FRIDAY 10TH DECEMBER 2021
AT TAFORI MLELE PREFAB ROOM 13:45 TO 16:00 HOURS.**

Present

- | | | |
|----------------------|---|-------------|
| 1. Paul Fissoo | - | Chairperson |
| 2 JafarySozi | - | Secretary |
| 3. Esther Mwasampeta | - | Member |
| 4. Charles Kingunza | - | Contractor |
| 5. Nikodemus Komu | - | 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

- 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 Office Building**
- Minute 4.1 Observed: Element Bill2 Preliminaries the total cost was reduced to TZS 2,600,000/= instead of 6,200,000/=
- Minute 4.1.1 Further observed: The rate inserted on reinforcement was to be reduced from TZS 4000/= to TZS 3400/= also rate for concrete was reduced from TZS 300,000/= to Tzs 200,000/=.
- Minute 4.1.6 Observed: After all the alterations the Total cost for the construction of Campsite building at Pande to be TZS 169,398,676.00 from 186,467,625.00 Vat Inclusive after the minor alteration.

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Agenda 5.0

Negotiations on Tender price/Bid Price for the Project

Minute 5.1

Agreed: that the contract amount for Construction of Campsite building building, at Pande each is TZS 169,398,676.00/= inclusive of VAT and local charges (Say One hundred Sixty-Nine Million Three Hundred Ninety-Eight Thousand Six Hundred Seventy-Six Shillings only).

Agenda 6.0

Terms and Condition for Payment.

Minute 6.1

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

Minute 6.1.1

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.

Minutes 6.1.2

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 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.

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- 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 16:00hrs.

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*

[Handwritten marks]

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

Contractor representative *Concepcion Hinkunza*.....

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

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RECORD OF NEGOTIATIONS

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

[AE/08 4 /2021/2022/HQ/TCRP/W/03 lot 1]

Subject of Procurement: [Construction of Campsite at Pande 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 HILLONGA FISECO	Chairperson	TAWA	<i>[Signature]</i>
2	Jafari Omany	Secretary	TAWA	<i>[Signature]</i>
3	Esther Mwasampaka	Member	TAWA	<i>[Signature]</i>
4	CHARLES G. HINDUNGA	DIRECTOR	NOTRA TECH	<i>[Signature]</i>
5	NIKODEMUS S. KOMU	"	NOTRA TECH	<i>[Signature]</i>

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