



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**

**MCB COMPANY LTD**

**FOR**

**DESIGN AND BUILD A 20M BRIDGE AND REHABILITATION  
OF 13KM OF ROAD NETWORKS AT MPANGA KIPENGERE  
GAME RESERVE**

**TENDER NO: AE/084/2021-2022/HQ/TCRP/W/1 Lot 1**

**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 **MCB COMPANY LTD OF P.O.BOX 131 MBEYA**, (hereinafter referred to as "the Contractor") on the other part:

Whereas the Employer is desirous that Contractor executes design and build a **20m** bridge and rehabilitation of **13km** road network at Mpanga Kipengere Game Reserve Tender No. AE/084/2021-2022/HQ/TCRP/W/1 Lot 1 for the contract sum of TZS **794,257,084.04 (Tanzanian Shillings Seven Hundred Ninety-Four Million Two Hundred Fifty-Seven Thousand Eighty-Four and Four Cents 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) 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 794,257,084.04 (Tanzanian Shillings Seven Hundred Ninety-Four Million Two Hundred Fifty-Seven Thousand Eighty-Four and Zero Four Cents 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

Title: FOR: CONSERVATION COMMISSIONER

FOR: CONSERVATION COMMISSIONER  
 TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
 MOROGORO

**WITNESS**

Full Name: STEPHEN MWAMAJENJEU

Signature: [Signature]

P O Box 2658 MOROGORO

Title: SENIOR LEGAL OFFICER

**CONTRACTOR:**

This 30<sup>th</sup> day of DECEMBER, 2021

Full Name: HERALD JOHN MGENI

Signature: [Signature]

P O Box 131 MBEYA

Title: PROJECT MANAGER

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY  
 MCB COMPANY LIMITED  
 P.O. BOX 131  
 MBEYA

**WITNESS**

Full Name: ABDON ANDREW

Signature: [Signature]

P O Box 131 MBEYA

Title: L/O.

**FORM OF TENDER**

## FORM OF TENDER

Date: 14<sup>TH</sup> DECEMBER, 2021

To: Secretary of Tender Board,  
 Tanzania Wildlife Management Authority (TAWA),  
 P. O. Box 2658,  
 Morogoro.

We MCB COMPANY LTD offer to execute the **DESIGN AND BUILD A 20M BRIDGE AND REHABILITATION OF 13KM OF ROAD NETWORK AT MPANGA KIPENGERE GAME RESERVE, TENDER NO. AE/084/2021-22/HQ/TCRP/W/1 LOT 1** in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of 794,257,084.04 [amount in numbers],  
 [Amount in words:]  
SEVEN HUNDRED NINETY-FOUR MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND EIGHTY-FOUR, FOUR CENTS.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equal [insert local]	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is: -

Amount	Currency
(a) <u>119,438,562.64</u>	<u>TZS</u>
(b)	

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirm National Construction Council, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [Adjudicator]

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

With reference to ITF 3.11 [Eligibility of Tenderers], it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract: -

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(If none has been paid or is to be paid, state "none")

This tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

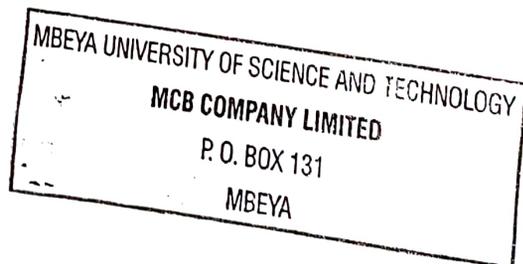
We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: 

Name and Title of Signatory: **IVOR NDIMBO, MANAGING DIRECTOR**

Name of Tenderer: **MCB COMPANY LTD**

Address: **P. O. BOX 131 - MBEYA**





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

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

Managing Director,  
MCB Company Ltd  
P. O. Box 131  
**MBEYA**

**RE: DESIGN AND BUILD A 20M BRIDGE AND REHABILITATION OF 13KM  
ROAD NETWORK AT MPANGA KIPENGERE GAME RESERVE;**

**(Tender No. AE/084/2021-22/HQ/TCRP/W/II LOT 1)**

**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 to design and construct a 20M bridge and rehabilitate 13Km road network at Mpanga Kipengere Game Reserve.

You will design and construct a 20M bridge and rehabilitate 13Km road network for a contract price of **TZS 794,257,084.04 (Tanzania Shillings Seven Hundred Ninety Four Thousand Two Hundred Fifty Seven Thousand Eighty Four and Zero Four Cents Only)** VAT Inclusive for a duration of six months.

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

M. Y. Kabange  
For. **CONSERVATION COMMISSIONER**

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY (MUST)  
MCB COMPANY LTD



P.O. Box 131,  
MBEYA, TANZANIA.  
Telephone: +255 2503016/7 or 2502861  
Fax: +255 2502302  
E-mail: mlsteco@mustnet.ac.tz



30<sup>TH</sup> DECEMBER, 2021

Ref. MCB/MKIP/115/25/101/01

TO:

Tanzania Wildlife Management Authority,  
Office of the Conservation Commissioner,  
P. O. BOX 2658,  
Morogoro.

RE: DESIGN AND BUILD A 20M BRIDGE AND REHABILITATION OF 13KM ROAD  
NETWORK AT MPANGA KIPENGELE GAME RESERVE;  
CONTRACT NO. AE/084/2021-22/HQ/TCRP/W/1/LOT 1

SUB: LETTER OF ACCEPTANCE

Reference is made to your letter with Ref: CDA.62/655/01 dated 29<sup>TH</sup> DECEMBER 2021 concerning the notification of award of contract for the above-mentioned project.

We accept the award of the project for the **Design and Build A 20m Bridge and Rehabilitation Of 13km Road Network at Mpanga Kipengele Game Reserve; Contract No. AE/084/2021-22/HQ/TCRP/W/1/LOT**, for the price of Tanzanian Shillings Seven Hundred Ninety-Four Million Two Hundred Fifty-Seven Thousand Eighty-Four, Four Cent (TZS 794,257,084.04) only VAT Inclusive. The contract duration is **Six (6) Months** as per negotiation meeting.

We remain:



Eng. Ivor J. Ndimbo  
Managing Director MCB.



# SPECIAL CONDITIONS OF CONTRACT

## 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. <b>Email: <a href="mailto:cc@tawa.go.tz">cc@tawa.go.tz</a></b></p> <p>The Contractor is: <b>MCB Company Ltd P.O.BOX 131 MBEYA</b> <b>Email: <a href="mailto:misteco@mustnet.ac.tz">misteco@mustnet.ac.tz</a></b></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><b>The Works</b>: Design and build a 20m bridge and Rehabilitate 13Km road network at Mpanga Kipengere</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 five (5) months after 7 days of mobilization.</p> <p>The Site is: <b>located at Mpanga Kipengere Game Reserve, Wanging'ombe District.</b></p>
2.	2.2	Indicate whether <b>sectional completion</b> – NA




		<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: <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>B. Time Control</b>		
16.	36.1	The Contractor shall Submit a Programme for the Works within <b>Seven (7)</b> days 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>
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is <b>180 days.</b>
<b>D. Cost Control</b>		
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 contact.
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.

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 price payable after contract signing. No later than 28 days upon 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>

*Myk*

*M*

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>B. Time Control</b>		
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>
<b>C. Quality Control</b>		
19.	44.1	The Defects Liability Period is <b>180 days.</b>
<b>D. Cost Control</b>		
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>

TENDER-SECURING DECLARATION

Date: 14<sup>TH</sup> DECEMBER, 2021

Tender No.: AE/084/2021-22/HQ/TCRP/W/1 LOT 1

To: Secretary of Tender Board,  
Tanzania Wildlife Management Authority (TAWA),  
P. O. Box 2658,  
Morogoro.

We **MCB COMPANY LTD** the undersigned, declare that:  
We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagree to arithmetical correction made to the tender price; or
- (c) have been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITB. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed:  In the [insert signature of person whose name and capacity are shown]

capacity of **MANAGING DIRECTOR**

Name: **IVOR NDIMBO**

Duly authorized to sign the Tender for and on behalf of: **MCB COMPANY LTD**

Dated on 14<sup>th</sup> day of December, 2021 [insert date of signing]

Corporate Seal (where appropriate)

