UNITED REPUBLIC OF TANZANIA



PRESIDENT'S OFFICE

REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

CONTRACT

FOR

SUPPLY OF MOTORCYCLES 150 CC

BETWEEN

PERMANENT SECRETARY PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

AND

M/S MOHAMMED ENTERPRISES TANZANIA LIMITED

JUNE 2022



Form of Contract

Form of Contract

WHEREAS the Purchaser invited Supplier in this contract for Procurenet of 517 Motor Cycles 150CC BOXER and has accepted to the supply at a contract price of TZS 1,402,033,898.31 (Tanzania Shillings One Billion Four Hundred and Two Million Thirt Three Thousand Eight Hundred Ninety Eight and Thirty One Cents Only) VAT Exclusive (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 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:-
- (1) This form of contract;
- (2) the Special Conditions of Contract;
- (3) the General Condition of Contract;
- (4) the Form of Tender and the Price Schedule submitted by the Tenderer;
- (5) the Schedule of Requirement;
- (6) the Technical Specifications
- (7) Delivery Schedule
- (8) Negotiation minutes.
- (9) Notification of award;
- (10) Letter of Acceptance;
- 3. In consideration of the payments of TZS 1,402,033,898.31 (Tanzania Shillings One Billion Four Hundred and Two Million Thirty Three Thousand Eight Hundred Ninety Eight and Thirty One Cents Only) VAT Exclusive to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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IN WITNESS whereof, the Parties hereto have caused this Contract to be executed in accordance with their laws of Tanzania the day and year first above written.

FOR THE PURCHASER

SIGNED AND DELIVERED BY

Permanent Secretary, President's Office, Regional Administration and Local Government, P.O. Box 1923, DODOMA.

IN THE PRESENCE OF:

Name LUCPS CHARLES MALUNDE

Title #3- DLJ

Address BOX 1923 DROOMA

FOR THE SUPPLIER: SIGNED AND DELIVERED BY

Director, Signature

M/S Mohammed Enterprises Tanzania Limited, P.O.Box 22196,

DAR ES SALAAM

IN THE PRESENCE OF:

Signature...

Name SMONLY ABICH MAKORY

Title SALES EXECUTIVE

Address P-6-B8X 22196-Dm

SIGNATURE

Prof. Riziki S. Shemdoe

PERMANENT SECTION AND PRESIDENT'S UPPRESIDENT'S UPPRESIDENT'S UPPRESIDENT ADMINISTRATION & LOCAL GOVERNMENT

SIGNATURE

Name XMAW Hagiel Title.....Sales Head



COMPANY SEAL

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SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

| Ser. No | Information/Data Required | GCC Clause Number | CC is indicated in parentheses. Amendments of, and Supplements to, Clauses in the GCC | | | | | | | | |
|---------|---|-------------------------|---|--|--|--|--|--|--|--|--|
| 1. | Appointing Authority for the Arbitrator | 1.1(b) | The appointing authority for the Arbitrator is <i>Tanzania</i> institute of Arbitrator's | | | | | | | | |
| 2. | Commencement Date | 1.1(d) | The Commencement Date is: 15th June | | | | | | | | |
| 3. | Intended Delivery Date | 1.1(n) | The Intended Delivery Date is: 45 days from commencement date | | | | | | | | |
| 4. | Name of Purchaser | 1.1(k &p) | The Purchaser is: President's Office Regional Administration and Local Government | | | | | | | | |
| 5. | Name of Supplier | 1.1(q) | The Supplier is: M/s Mohammed Enterprises (T) Limited | | | | | | | | |
| 6. | Project Name | 1.1(r) | The Project name is: Name of Project: the Tanzania COVID – 19 Social Economic Response and Recovery Plan (TCSRP, Project No. 5441) | | | | | | | | |
| 7. | End User | 1.1(u) | The End User is Districts Health Officers | | | | | | | | |
| 8. | Conditions Precedent | 3.1 | Conditions precedent to Contract effectiveness shall not applicable | | | | | | | | |
| 9. | Date for meeting Condition precedent | 3.2 | Date for meeting Condition precedent to be determine | | | | | | | | |
| 10. | Governing Language | 4.1 | The Governing Language shall be: Engilish | | | | | | | | |
| 11. | Applicable Law | 5.1 | The Applicable Law shall be: Laws of the United Republic of Tanzania | | | | | | | | |
| 12. | Performance Security/Performan ce Securing Declaration | 10.1 | (Performance Security is applicable. The amount of Performance Security shall be. 10% of contract price The form of perfonce Security is Bank Guarantee for reputable bank in United republic of Tanzania | | | | | | | | |
| 13. | Reduction of Amount of Performance Security | 10.3 | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2 | | | | | | | | |
| 14. | Required Inspections and Tests | 11.1 | Inspection and tests prior to shipment of Goods and a final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the | | | | | | | | |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC | | | |
|---------|------------------------------|-------------------------|---|--|--|--|
| | | | supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shat submit the inspection certificate issued by himself whice should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. | | | |
| 15. | Packing of Goods | 12.2 | The following SCC shall supplement GCC 12.2: | | | |
| | | į. | The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification. | | | |
| 16. | Delivery Documents of | 13.1 | For Goods supplied from abroad: | | | |
| | Goods from Abroad | | Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: | | | |
| , | | | (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; | | | |
| | | | (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; | | | |
| | | | (iii.) One original plus four copies of the packing list identifying contents of each package; | | | |
| | | | (iv.) Insurance certificate; | | | |
| | | | (v.) Manufacturer's or Supplier's warranty certificate; | | | |
| | | | (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and | | | |
| | | | (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. | | | |
| | | | The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. N/A | | | |



| Ser. No | Information/Data Required | GCC Clause Number | | | | | |
|---------|--|-------------------------|---|--|--|--|--|
| 17. | Incoterms | 13.2 | Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): [insert version] | | | | |
| 18. | Delivery Documents of Goods from Tanzania | 13.3 | For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: | | | | |
| | | | (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; | | | | |
| | | | (ii.) delivery note, railway receipt, or truck receipt; | | | | |
| | | | (iii.) Manufacturer's or Supplier's warranty certificate; | | | | |
| 1 | | | (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and | | | | |
| 2. | | | (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. | | | | |
| | | | The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. | | | | |
| 19. | Insurance | 14.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. | | | | |
| 20. | Incidental Services | 16.1 | Incidental services to be provided are: N/A [Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.] | | | | |
| 21. | Spare Parts | 17.1 | Additional spare parts requirements are: | | | | |
| | | | Supplier shall carry sufficient inventories to assure exstock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. | | | | |
| 22. | Warranty Period | 18.2 | GCC 17.2—In partial modification of the provisions, the | | | | |



| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|-----------------------------------|-------------------------|--|
| | | | supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. |
| 15. | Packing of Goods | 12.2 | The following SCC shall supplement GCC 12.2: |
| | | | The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification. |
| 16. | Delivery | 13.1 | For Goods supplied from abroad: |
| | Documents of Goods from Abroad | | Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of |
| | 1,8, | | Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: |
| | | | (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; |
| | | | (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; |
| | | | (iii.) One original plus four copies of the packing list identifying contents of each package; |
| | | | (iv.) Insurance certificate; |
| | | | (v.) Manufacturer's or Supplier's warranty certificate; |
| | | | (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and |
| | | | (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. |
| | | | The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. N/A |



| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|--|-------------------------|---|
| 17. | Incoterms | 13.2 | Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): [insert version] |
| 18. | Delivery Documents of Goods from | 13.3 | For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the |
| | Tanzania | | Supplier shall notify the Purchaser and mail the following documents to the Purchaser: |
| | | | (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; |
| | | | (ii.) delivery note, railway receipt, or truck receipt; |
| | | 1 12 | (iii.) Manufacturer's or Supplier's warranty certificate; |
| | | | (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and |
| | | | (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. |
| | | | The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| 19 | Insurance | 14.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. |
| 20 | . Incidental Services | 16.1 | Incidental services to be provided are: N/A |
| | | | [Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.] |
| 21 | . Spare Parts | 17.1 | Additional spare parts requirements are: |
| | | | Supplier shall carry sufficient inventories to assure ex- stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as |
| | | | promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. |
| - | | 40.0 | GCC 17.2-In partial modification of the provisions, the |
| 2 | 2. Warranty Period | 18.2 | GGC 17.2-III partial modification of the providents, the |



| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC | | | | | | |
|---------|---------------------------------------|-------------------------|--|--|--|--|--|--|--|
| | | | warranty period shall be 24 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: | | | | | | |
| | | | (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or | | | | | | |
| | | A. | (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. | | | | | | |
| 23. | Period of Correction of Defects | 18.4 & 18.5 | The period for correction of defects in the warranty period is: Seven Days after receiving the defect notification | | | | | | |
| 24. | Payment of Goods from Abroad | 18 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: N/A | | | | | | |
| | | | Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (| | | | | | |
| | | | (i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form | | | | | | |
| | | | acceptable to the Purchaser. | | | | | | |
| 27. | | | (ii) On Shipment: 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1. (iii) On Acceptance: 0 percent of the Contract Price of Goods received shall be paid within | | | | | | |
| | | | thirty (30) days of receipt of the Goods upon submission of claim supported by the | | | | | | |

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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC | | | | | |
|------------|---|-------------------------|---|--|--|--|--|--|
| | | | acceptance certificate issued by the Purchaser. | | | | | |
| | | | Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. | | | | | |
| 25. | Payment of Goods from Within Tanzania | 19.1 | Payment for Goods and Services supplied from within the United Republic of Tanzania: | | | | | |
| | | | Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: | | | | | |
| 2 e. e. e. | | | (i) Advance Payment:0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form | | | | | |
| | | | acceptable to the Purchaser. | | | | | |
| | e gan the second of a general | | (ii) On Delivery:0percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. | | | | | |
| | | | (iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. | | | | | |
| 26. | Interest on Late Payment | 19.3 | Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be NA | | | | | |
| 27. | Currencies of Payment | 18.5 | Currency(ies) of Payment shall be - Tanzania Shilings | | | | | |
| 28. | Price Adjustment | 19.2 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A | | | | | |
| 29. | Liquidated Damages | 25.1 | Applicable rate: 0.2 per cent per day of undelivered materials/good's value. Maximum deduction: is equal to the performance | | | | | |
| | | | security. | | | | | |
| 30. | Dispute Settlement | 30.1 | Arbitration institution shall be Tanzania Institute of Arbitrator's | | | | | |
| | | | Place for carrying out Arbitration Dar es Salaam | | | | | |



| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC | | | | | | |
|---------|-------------------------------|-------------------------|---|--|--|--|--|--|--|
| 31. | Addresses for Issuing Notices | 33.1 | Permanent Secretary President's Office Regional Administration and Local Government P.O.BOX 1923 DODOMA | | | | | | |
| | | | —Supplier's address for notice purposes: | | | | | | |
| | | | M/s Mohammed Enterprises Tanzania Limited P.O.BOX 22196 DAR ES SALAAM | | | | | | |

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b) "Completion" means the fulfilment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
 - c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant t the contract for the full and proper performance of its contractual obligations.
 - d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
 - f) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
 - g) "GCC" means the General Conditions of Contract contained in this section.
 - h) "SCC" means the Special Conditions of Contract.
 - i) "The Purchaser" means the entity purchasing the Goods and related service, as named in SCC.
 - j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
 - k) "The Project Site" where applicable, means the place or places named in SCC.
 - 1) "Day" means calendar day.
 - m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause.
 - n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.

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- o) "End User" means the organization(s) where the goods will be used, as named in the SCC.
- p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
- Application
 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
- 4. Applicable Law 4.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
- Country of Origin
 5.1 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 6. Standards

 6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 7. **Use of Contract** 7.1 The Supplier shall not, without the Purchaser's prior written consent, Documents and disclose the Contract, or any provision thereof, or any specification, Information: plan, drawing, pattern, sample, or information furnished by or on Inspection and behalf of the Purchaser in connection therewith, to any person other Audit by the than a person employed by the Supplier in the performance of the Government of Contract. Disclosure to any such employed person shall be made in Tanzania confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.

- 7.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 7.4 The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.

8. Patent and Copy Rights

- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

9. Performance Security.

- 9.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 9.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 9.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
 - b) A cashier's or certified check.
- 9.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.



10. Inspections and Test

- 10.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 10.4 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

11. Packing

- 11.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery and Documents

- 12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC.
- 12.2 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.



10. Inspections and Test

- 10.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 10.4 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

11. Packing

- 11.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery and Documents

- 12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC.
- 12.2 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.



- 12.3 Documents to be submitted by the Supplier are **specified in SCC**.
- 13. Insurance
- 13.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.
- 14. Transportation

14.1

- Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 14.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 15. Incidental Services
- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.



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- 15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 16. Spare Parts
- As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
 - Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b) In the event of termination of production of the spare parts:
 - i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 17. Warranty
- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
- 17.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise, in SCC
- 17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.



- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 18. Payment
- 18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfilment of other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
- 18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
- 18.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 18.4
- 19. Prices
- 19.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.
- 20. Change Orders
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
 - Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b) The method of shipment or packing;
 - c) The place of delivery; and/or
 - d) The Services to be provided by the Supplier.

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- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 21. Contract Amendments
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 22. Assignment
- 22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 23. Subcontracts
- 23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 23.2 Subcontracts must comply with the provision of GCC Clause 5.
- 24. Delays in the Supplier's Performance
- 24.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.

25. Liquidated **Damages**

25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

Termination for 26. Default

- 26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
 - the Supplier fails to deliver any or all of the Goods within the a) period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24;
 - the Supplier fails to perform any other obligation(s) under the Contract;
 - the supplier has abandoned or repudiated the contract.
 - d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - e) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
 - the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
 - the supplier, in the judgment of the Purchaser, has engaged in g) corrupt or fraudulent practices in competing for or in exacting the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after Bid submission)

- In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 27. Force Majeure
- 27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 28. Termination for Insolvency
- 28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 29. Termination for Convenience
- 29.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 29.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
 - a) To have any portion completed and delivered at the Contract terms and prices; and / or
 - b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



30. Disputes

- 30.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 30.2 If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
- 30.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.

31. Procedure for Disputes

- 31.1 The Adjudicator shall stated in the **SCC** give a decision in writing within 28 days of receipt of a notification of a dispute.
- The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 31.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

32. Replacement of Adjudicator

32.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

33. Limitation of Liability

- 33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,
 - a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

34. **Notices**

- 34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. The term "in writing" means communicated in written form with proof of receipt.
- A notice shall be effective when delivered or on the notice's effective 34.2 date, whichever is later.

35. Taxes and **Duties**

- 35.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
- 35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- A local Supplier shall be entirely responsible for all taxes, duties, 35.3 license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

| No. | Description of Items | Units | Quantity | Delivery Period |
|-----|--|-------|----------|-----------------|
| a | upply of motorcycles Boxer ype 150 CC with full ccessories as indicated in ne specifications attached | Each | 368 | Four weeks |



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1. Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported

| Dar es salaam, Tanzania: | Signature of Tenderer. ** ** ANZANIO* Duly authorized to sign the Tender for and on behalf of Monamed Enterprises Tanzania limited. Address: P.o. Box 22196, Rounder About, Gerezani kariakoo, | Name Zeyaul Haque. in the capacity of. | | | brand. | , a | numb ycles | | | | w-u | | | | | S C C C C C C C C C C C C C C C C C C C | | Line Descri | 1 2 |
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| | rises Tanı | | | | | NIAJ | vi | CO.7) | minus | (Col. 6 | 17 15.6 | accorda | taxes, in | and | duties | custom | Price | Unit | œ |
| The second secon | zania limit | 1.7 | | | | N/A | | | | (Col. 5×8) | CE WITH | accordan | paid, in | Import | Dutiesand | of Custom | line | Price per | 9 |
| Martin State of State | ed. | | | | | N/A | | 111 10:0 | with | in accordance | specified in TDS | to their final | conveythe goods | required in | other services | transportation and | item for inland | Price per line | 10 |
| | | Total Tender Price | | | | | • | | | | | | | accordance with | awarded (in | Contractis | taxes paid or payable per item if | Sales and other | |
| | | | 1,196,000,000TSH. | | | | | | | | | | | | | | per line item(Col. 9+10) | Total Price | 21 |
| | | | | | | - | | | | | | 7 | | | | | ٠,, | | |



Form of Tender

Date, 30 April 2022

ME/022/2021/2022/HO/G/25

Tanzania COVID - 19 Social Economic Response and Recovery Plan (TCSRP, Project No. 5441)
To: The United Republic of

Tanzania President's Office - DODOMA

Having examined the Tendering Documents including Addenda Nos: ME/022/2021/2022/HO/G/25
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver 368 units of Motorcycles boxer brand Bm 150cc, in conformity with the said Tendering Documents for the sum of 1,196,000,000 Tanzania shillings one billion one hundred pinety-six million only, or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender

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

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period of 120 specified in ITT 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

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 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 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 Amount and currency agent Or recipient | Purpose of Commission or Gratuities |
|--|--|
| NOME | NONE. |

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

We certify/confirm that we comply-with the eligibility requirements as per ITT 3 of the Tendering Documents

rendening Document

Dated;30 April 2022

Zeyaul Haquer

(signature)

Hear

in the capacity of

Duly authorized to sign Tender for and on behalf of Mohamed Enterprises Turvania limited.

Address: P.o. Box 22196, Rounder About, Gerezani kariakoo Dar es salaam, Tanzania.

51 11 a.g.c.

P. O. Box 22196

DAR-ES-SALAAM

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TECHNICAL SPECIFICATIONS

MOTOR CYCLE 125 - 150 cc

Technical Specifications

1. General

Brand new, maximum 12 months from date of manufacture.

2. Weights and dimensions

Weight: 100 - 130 kg
Ground clearance at least 200 mm
Seat height 700 - 850 mm
Overall height 1,000 - 1,200 mm
Overall length 1,900 - 2,100 mm
Overall width 700 - 860 mm

Engine

Four stroke, displacement 125 – 150 cc, Single cylinder, air cooled, developing not less than 10 HP.

4. Lubrication

Auto lube or pressurised wet sump

Ignition System

Electronic/CDI (Capacity discharge Ignition).

6. Starting

Primary kick starting system and electric starter.

7. Electric System

Battery 12 V 5Ah. Generator - Flywheel Magneto

8. Transmission

4-6 speed constant mesh gears. Clutch - wet multi plate

9. Final drive

roller chain

10. Suspension

Front – Telescopic fork, oil damped.

Rear – Dual damper swing arm or monocross, hydraulic shock absorber.

My

- Fuel Tank
 Not less than 7 litres including reserve.
- 12. seat
 A single seater saddle and luggage carrier. Height not more than 830 mm.
- Brakes
 Leading trail drum front and rear or disc front and rear drum.
- 14. Tyres
 Front 2.75x21 4PR or its equivalent
 Rear 3.00 4.10x21 4PR or its equivalent
- To include, but not limited to, headlamp guard, engine guards, crash helmet, crash helmet holder with a lock, brake and clutch lever guards, chain cover, skid plate, sealed brake system, clutch lock, mudguard flaps front and rear, indicator lamps, operator's manual in English and a set of tools for minor repairs.

CHECKED BY: ELLAS KAPUCSignature & Date 24/12/2021

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2. Specification and Compliance Sheet

Tender Number: ME/022/2021/2022/HQ/G/25

Column b states the minimum technical specification of the item(s) required by the PE

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

| Item No. | Technical Specification required including applicable standards | Compliance of specification offered | Technical literature on specification offered in column c |
|--|---|-------------------------------------|---|
| A | В | С | D |
| | | COMPLY. | |
| 2 | | COMPLY. | |
| 3 | | COMPLY | |
| A Carried States of States | | COMPLY | |

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the tender will be rejected.

Tenderers are required to use column d to include technical literature to support the details provided in column



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|----------|--|--|--|
| - | THE PERSON NAMED OF THE PERSON NAMED IN THE PE | he team the date of manufacture | COMPLY |
| 700 | irand new; maximum 12 months from the date of manufacture. Weight and dimensions | | Marie Control and Administration of the Control of |
| *** | Weight, | not less than 100kg | comply |
| _1. | Stound clearance | not less than 240mm | Mark tree attends to confirm to the state of the state of the |
| | Seat height | not less than 240/mm. | comply |
| *** | Overall height | | COMPLY |
| - | Overall length | not more than 1300mm. | COMPLY |
| mile. | Wheek base | not more than 2,200mm. | COMPLY |
| | | not less than 1,200mm. | COMPLY |
| impie | Engine | | |
| | Four stroke, single slinder, SOHC, air cooled developing not less than | | COMPY |
| | 12HP@7000-7500rpm,Displace | ment 150-200cc | CO COMPANIAN COM |
| | Lubrication | | |
| | Auto lube or pressurized wet si | imp. | COMPLY |
| Circles. | gnition system | | |
| | Electronically/CDI] Capacity dis | charge Ignition | |
| *** | Starting | | |
| -! | Primary kick starting and electr | icalstarier | COMPLY |
| | Electric system | | and the second s |
| | Battery 12v5Ah, generator Flyv | vheel magneta | COMPLY |
| | Transmission | | 10.000 |
| - | 5-speed constant meshing gears, clutch-wet mult disc clutch. | | COMPLY |
| | Final drive system. | | |
| - | Roller chain | | COMPLY |
| **** | suspension | | Tribute Artists in a constant to work broad and |
| - | Front-telescopic a fork with coil spring ,oil damped | | COMPLY |
| + | Rear- swing arm with rebound adjustable single shock absorber | | · · · · · · · · · · · · · · · · · · · |
| | Fuel tank | | |
| - | Not less than 9 liters including reserve Seat: | | COMPLY |
| | COMMAND THE PARTY OF THE PARTY | | 1 |
| 7 | Dable seated saddle and luggage carrier. Brakes | | COMPLY |
| - | | | |
| 4 | Expanding brakes[drum]front and rear,or disc or disc F&R. Tyres | | COMPLY |
| -1 | | | The territory of the second se |
| - | Front70/70.M21or 80/21-21 Off road type or its equivalent Rear 100/90,M18 or 120/80-18 Off road type or its Equivalent | | and the state of the second state of the secon |
| 5 | Accessories | 8 Off road type or Its Equivalent | COMPLY |
| - | 1 | | |
| | To include but not limited to head lamp guard, engine guards, crash helmet, | | - |
| | crash helmet holder with a lock, brake and clutch lever guards, chain cover, skid plate, sealed brake system, clutch lock, much | | |
| | skid plate, sealed brake system, clutch lock, mudguard flaps, front and rear, | | |
| | indicator lamps, operator manual in English and as set of tool for minor repair. | | |





MOHAMMED ENTERPRISES TANZANIA LIMITED

Date: 02.05.2022. Ref: METL/

To Tanzania President's Office DODOMA, TANZANIA.

Dear Sir,

We, here submit a warrant that there is no actual or threatened litigation that will affects its liability to comply with the performance of the contract under the bulk procurement system.

This letter is in reference to one of the requirements of the Tender No. ME/022/2021-2022/HQ/G/25 for procurement of Motor Cycle 150 cc for President Office Regional Administration and Local Government (PORLG). Through this letter we would like to state that there is no litigation against MOHAMMED ENTERPRISES TANZANIA LIMITED pending in any court in Tanzania.

P.O. BOX 22196 PRISES HANK

Yours Sincerely

For MOHAMMED ENT

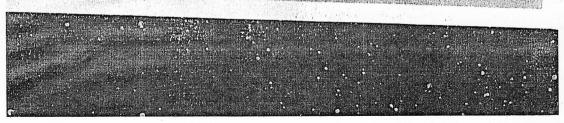
A LIMITED.

Corporate Office 10th Floor, Solden Jubilee Tower Dhio Street; P. O. Box 20660 Dar es Salaam, Tanzania el: +255 222 127 837 +255 222 122 854

Head Office Textile House, First Floor, Morogoro Road P. O. Box 20660 Dar es Salaam Tanzania Tel: +255 222 110 930 / 1 +255 222 114 376 Central Sales Unit Ex NBC Kichwele Branch Building. Ground Floor, Morogoro Road P. O. Box 20660 Dar es Salaam, Tanzania Tel: +255 222 132 473 / 4 +255 222 135 067 / 9

Warehouse Nyerere Road Klwalanii Plot No. 47 / 51 Next to Pepsi P. O. Box 20660 Dar es Salaam, Tanzania Tel: +255 222 864 867 Fax: +255 222 862 846

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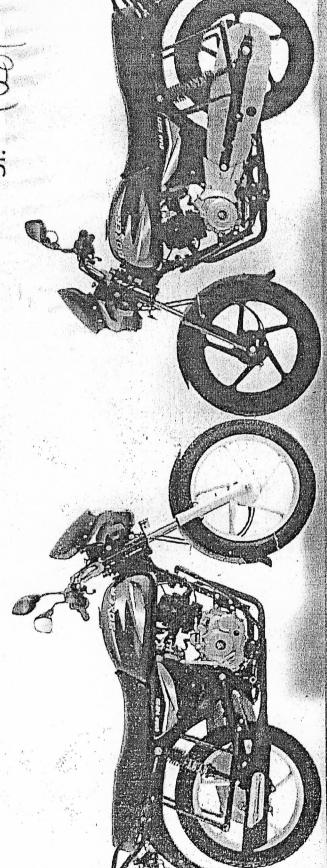
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ů.









Foreward

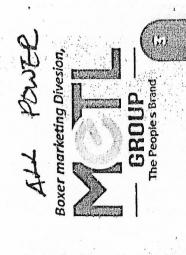


Dear Customer,



Congratulations for choosing BOXER motorcycle, one of the finest motorcycles in Africa brought to you by Bajaj Auto Limited, India. To maintain your bike in perfect condition to deliver consistent performance we strongly suggest you to avail periodic services at MeTL, Bajaj authorized workshops in Tanzania

Wishing you unlimited miles of happiness.





Warranty Scope & Limits

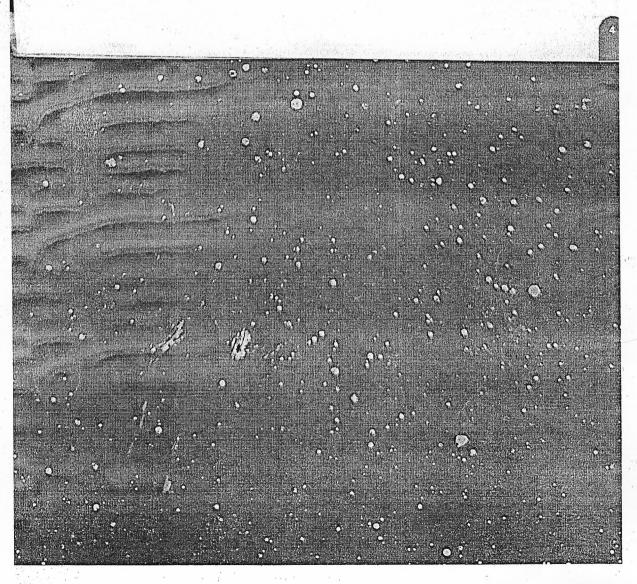




WARRANTY is offered on typical engine components on the Boxer bikes sold on / after 1st. June' 2019 through MeTL or it's authorised dealers in Tanzania, for 12 months from date of sale / 30,000 kms run provided the said bike is serviced at MeTL authorised service centers at every 2,500 kms, including 1st. Service at 750 kms, by using Boxer Genuine Spare Parts

The periodic service dates must be recorded in the "service history" Page in this manual booklet which is a must to refer before offering any warranty.

MeTL reserves the rights to terminate this warranty without any prior notice to any individual.





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DELIVERY SCHEDULE

1. Delivery and Completion Schedule

Tender No: ME/022/2021/2022/HQ/G/25

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

| ltem number | Brief Description of Supplies or Related Services | Delivery/ Completion Period (days/wks./mths) | Delivery Point/ Site |
|----------------|--|---|---|
| 01. | BMX 150 boxer | 30days after signing of the contract. | Dodoma Tanzania. |
| | | | |
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| | | | ************************************** |
| Laurini | | i | |
| | | | metal a samuel a Paramana i rikuma na rikuka da masa nika min min min na Pad bandida mada di sinak ma |

(yhn





RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PO - RALG

Tender 1D No.: ME/022/2021/2022/HQ/G/25

Subject of Procurement: PROCUREMENT OF MOTORCYCLES - CC 150

Method of Procurement: SINGLE SOURCE METHOD

Date of Negotiation: 20/005/2022

| S/N | PART I: | RECORD OF NEGOTIATIONS |
|-------|---|--|
| SIN | ISSUE | AGREEMENT GATTLE |
| 1. | Presentation of Power of | AGREEMENT (WITH FULL DETAILS) Power of Attorney was presented before Leg Officer for verification of |
| | Attorney from the Supplier | which was presented; introduced Mr. Kuma Ashutosh, the Head of Sales to become a lawfu |
| | | the Company. It was therefore, accepted by the client as authentic document to authorize him. |
| | PO - RALG Roguested a | The Poddice Iol His Company |
| | PO – RALG Requested the Supplier for Price reduction to align with other procurements carried out by the Supplier recently with similar nature | Enterprises that due to current frequent price changes and hiking in the World Market, the Company would offer reduction of price per unifor each motorcycles by TZS 50,000.00 from 3,250,000.00. So the price per unit will be TZS 3,200,000.00 instead of 3,250,000.00. It was therefore agreed by both parties that procurement of 368 units of motorcycles would cost TZS 1,177,600,000.00 VAT inclusive, instead of TZS 1,196,000,000.00 the amount which |
| E d w | PO - RALG requested the supplier M/s Mohamed interprises confirmation of elivery of motorcycles within a period of 30 days fter signing the contract as it is proposed in the bidding ocument | shown in the evaluation report. The Supplier assured the Client that he is able to deliver 368 units of motorcycles within a period of 30 days after signing the contract, and that the stock is readily available in the warehouse. The client was satisfied with the assurance which was given by the Supplier. |
| P | O RALG requested the | The supplier clarified that the price quoted in bidding document for procurement of 368 units |

Procurement Procedural Form issued by PPRA, 2014



| | Matters in relation to bid | |
|---|--|---|
| | price presented in the bidding document. | accepted the clarification presented by the Supplier. After discussion, it was agreed by both parties tax matters will be dealt with in accordance with Tax Laws of Tanzania |
| 5 | Payment modality for 368 motorcycles | It was agreed by both parties, after discussion, that the supplier will be paid full amount of contract price (100%) after motorcycles have been delivered, assembled and the same have inspected and accepted by the client's specified terms and conditions upon submission of |
| 6 | | delivery notes and invoices to Client. It was discussed and agreed by both parties, that motorcycles to be supplied will be having warrant period of 12 months (1 year) from the date of receipt of motorcycles by the client or when the warranted motorcycle is within 0 to 30,000 Km running hours (whichever comes first) will be under warranty. It was further elaborated that the supplier will provide warranty policy for motorcycles in which all technical areas which will be covered under warrant will be specified for record tracking in case of technical break down or malfunctioning of specific unit. Furthermore, the supplier hinted that there are about 190 registered dealers or service providers for after sales services country – wide, including M/s City Boys Electronics and Kazimoto Enterprises located in Dodoma. City. It was therefore agreed by both parties that warrant policy manual with names of registered service providers should be provided to PO – RALG for |
| 7 | AOB T | The supplier expressed a request to get a suitable ocation fit for assembling motorcycles. Also the |
| | si p th | coured with a fence and reasonable security provided by the client. The Client took note of the request for further action. The supplier also informed the client about the recedures and associated costs for changing tweether of Motorcycles from the Supplier to be Buyer (M/s Mohamed Enterprises to PO) |
| | Procurement Procedure | ALG. Under such conditions, the Supplier will |

Procurement Procedural Form issued by PPRA, 2014



be responsible for costs of changing titles of ownership for motorcycles to PO - RALG while the PO - RALG will bear costs for procurement of Number Plates and registration of motorcycles with Government numbers "ST". It was agreed by both parties

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity

For the Tenderer

: Signature:

Signature: WS-Rulh

Name: GERALD WANASEH Name: KUMAR ASHUTUSH Position: Head of Sal

Position: CHAIR PERSON 25.5.7022

Procurement Procedural Form issued by PPRA, 2014

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PRESIDENT'S OFFICE – REGIONAL ADMINSTRATION AND LOCAL GOVERNMENT

Tender ID No.: ME/022/2021/2022/HQ/G/25

Subject of Procurement: PROCUREMENT OF MOTOR CYCLES 150CC

Method of Procurement: SS

Date of Negotiation: 2nd June, 2022

| PART 1: RECORD OF NEGOTIATIONS | | |
|--------------------------------|---|--|
| | ISSUE | AGREEMENT (WITH FULL DETAILS) |
| 1. | Opening of the meeting | Chairperson opened meeting at 9:30am and mentioned nine (9) agendas to be discussed which were agreed by all members Chairperson described that this negotiations meeting is part and parcel of the negotiations meeting held on 20th May, 2022 |
| 2. | Confirmation of the Agenda | All agendas was confirmed |
| | Additional number of 149 Motorcycles | Client described to the Supplier the offer for additional of increase number of Motor Cycles from 368 to 517 After discussion the Supplier M/s Mohammed Enterprises Tanzania Limited agreed the offer of addition of 149 Motorcycles |
| 4. | Prices reduction | Client requested supplier to provide more discount due to increase number of Motorcycles from 368 to 517. |
| | | Supplier requested the negotiations Committee to agree to proceed with same price agreed in the negotiation meeting done on 20 th May 2022 whereby both partie agreed to supply Motorcycles for TZS 3,200,000.00 VAT Inclusive for each |
| | | The two parties AGREED on the price |
| | | Therefore the contract price for Procurement of 517 Motorcycles will be TZS 1,654,400, 000.00 instead of 1,177,600,000.00 VAT Inclusive |
| 5. | Confirmation on the delivery period after signing the contract. | Client presented to supplier that, in the previous negotiations meeting we agreed the delivery period will be 30 days after signing of the contract, thus requested the supplier to confirm that, with the addition of 149 Motorcycles the delivery period will be the same. |
| | | The supplier confirmed that 368 Motorcycles are in stock therefore will be delivered within 30 days but addition 149 Motor cycles will need more time and |

| | requested 15 more days to deliver all 517 Motorcycles |
|--|---|
| | After discussion both parties agreed that the NEW delivery time will be 45 day instead of 30 days as previously agreed Client shared with supplier on the delivery point of the Motorcycles that will be in DODOMA PO- |
| | After discussion both parties agreed that the delivery point will be at Dodoma but the supplier insisted in the previous negotiation meeting held in 20th May, 2022 he will need corporation and smooth communication during the assembly of motorcycles, he insisted then he will need area for assemble as well as security to safeguard the people and Motorcycles in the area. Client agreed on his request and confirmed to supplier that, security will be provided the area of |
| 7. Specification of the additional Motorcycles | The client requested the supplier to column that Motorcycles which will be delivered will comply with technical specifications and standards as previously agreed in the negotiations meeting held on 20th May, 2022. |
| | The Supplier confirmed that all motorcycles which will be delivered to PO RALG will be of good quality as per previous specifications from the same manufacturer. |
| 8. Any Other Business from the client or supplier to be discussed. | There were no any other business discussed |
| 9. Closing the Meeting | The meeting was closed at 10:25am by the Chairperson and thanked the participants for successfully negotiations and for their contribution. |

We hereby certify that the above is a true and accurate record of the negotiations:

| For the Procuring Entity | For the Tenderer/Consultant | |
|--------------------------|-----------------------------|--|
| Signature: Fun | Signature: # Shulh | |
| Name: SULEMAN LUICANA | Name: KUMAR ASHUTOSI1 | |
| Position: CHAIRMAN | Position: Heaf of Saly | |
| Date: 02/06/2022 | Date: 04-06-2022 | |



P. O. BOX 22196 DAR-ES-SALAAM



NOTIFICATION OF AWARD

THE UNITED REPUBLIC OF TANZANIA

PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

Telegrams "TAMISEMI" DODOMA
Telephone No. +255 26 2321607
Fax No. +255 26 2322116
E-mail: ps@tamisemi.go.tz

In reply please quote:

Ref. No. AD. 296/303/01/406



Government City - Mtumba TAMISEMI Street, P.O. Box 1923, 41185 DODOMA.

Executive course Style Williams

02nd June, 2022

Director,
Mohammed Enterprises Tanzania Limited,
(Bajaj)
P.O. Box 22196,
DAR ES SALAAM.

Re: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. ME/022/2021/2022/HQ/G/25 FOR PROCUREMENT OF 517 MOTOR CYCLES 150 CC

Reference is made to the above subject matter.

- 2. This is to notify you that, your tender dated 5th May, 2022 for execution of the Contract for tender No. ME/022/2021/2022/HQ/G/25 Procurement of Motor cycles is accepted at the contract amount of the equivalent to TZS 1,402,033,898.31 (One Billion Four Hundred and Two Million Thirty Three Thousand Eight Hundred Ninety Eight and Thirty One Cents Only) VAT Exclusive, as corrected and modified in accordance with the instructions to Tenderers is hereby accepted.
- 3. You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract. The performance Security shall be 10 percent of the contract amount in form of Bank Guarantee from reputable bank in United Republic of Tanzania.

Thank you for your cooperation.

Prof. Riziki S. Shemdoe PERMANENT SECRETARY

Ju/

CC: Chief Executive Officer,
Public Procurement Regulatory Authority,
P. O. Box 2865,
DODOMA.

Controller and Auditor General, National Audit Office, P.O.Box 950, DODOMA.

The Attorney General Chambers, P.O.Box 630, DODOMA.

Regional Manager, Tanzania Revenue Authority, P.O.Box 679, DODOMA.

Internal Auditor General, Ministry of Finance and Planning, P.O.Box 2802, DODOMA.



Jiandae kuhesabiwa Siku ya Jumanne tarehe 23 Agosti, 2022



LETTER OF ACCEPTANCE



MOHAMMED ENTERPRISES TANZANIA LIMITED

Dated: 04th June 2022

To,

The President's Office

REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

TAMISEMI Street.

P.O.BOX, 1923,

41185 DODOMA,

TANZANIA

REF.No. AD.296/303/01/406

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO.ME/022/2021/2022/HQ/G/25 FOR PROCUREMENT OF 517 MOTORCYCLES 150CC.

Subject: Award Notification.

Referring to the above captioned, we hereby acknowledge that we have received the notification of award of the tender Dated 5th may 2022 for execution of the contract for the tender No. ME/022/2021 /2022/HQ/G/25 for procurement of motorcycles, the contract amount which is accepted is Tsh 1,402,033,898.31 [One Billion Four Hundred and Two Million Thirty Three Thousand Eight Hundred Ninety Eight and Thirty One cents Only] VAT Exclusive.

The above tender is subject to receipt of VAT Exemption certificate, if Exemption certificate is not received then additional 18% VAT will be charged and Invoice shall be raised accordingly and shall be paid from your accordingly.

We Shall submit performance security @ 10% of the total invoice amount within 14 days – Subject to receipt of the original performance security certificate once the deal is accomplished.

P. O. Box 22196

TANZAN

(T) Limited

0A-06-1022

Corporate Office 20th Floor, Golden Jubilee Tower Ohio Street, P. D. Box 20660 Dar es Salaam, Tanzania Tel: +255 222 122 837 +255 222 122 854 Head Office
Textile House, First Floor,
Morogoro Road
P. O., Box 20660
Dar es Salaam Tanzania
Tel: +255 222 118 930 / 1
+255 222 114 376
+255 222 112 756

Central Sales Unit Ex NBC Kichwele Branch Buikling, Ground Floor, Morogoro Road P. O. Box 20660 Dar es Salaarn, Tanzania Tel: +255 222 132 473 / 4 +255 222 135 067 / 9 Warehouse Nyerere Road Kiwalarii Plot No. 47 / 51 Next to Pepsi P. O. Box 20660 Dar es Salaam, Tanzania Tel: +255 222 864 867 Fax: +255 222 862 846

www.metl.net



STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 29th day of April 2022,

WE the undersigned MOHAMMED ENTERPRISES (TANZANIA) LIMITED of P. O Box 20660, Dar es Salaam, by virtue of authority conferred to us by the Board Resolution No. 01 of 20th day of April 2022, do hereby ordain nominate and appoint MR. ZEYAUL HAQUE of PO Box 20660, Dar es Salaam to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. ME/022/202 /2022/HQ/G/25 that is to say:

To act for the company and do any other thing or things incidental for tender No. ME/022/202 /2022/HQ/G/25 for procurement of motorcycles 150cc for President Office - Regional Administration and Local Government (PORLG)

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said MOHAMMED ENTERPRISES (TANZANIA) LIMITED and delivered in the presence of us this 29th day of April 2022

IN WITNESS whereof we have signed this deed on this 29th day of April 2022 at Dar Es Salaam for and on behalf of MOHAMMED ENTERPRISES (TANZANIA) LIMITED

| SEALED and DELIVERED by the MOHAMMED ENTERPRISES (TANZANIA) LIMITED Thisday of | for cold de |
|--|-----------------|
| Name: MR. CAUL AM ARBAS DEWILL. Signature: UNU | DONOR |
| Address: P.O. Box D.0660. DAR ES SALAAM Qualification: DIRECTOR | Constitution of |
| Name: MURTAZA BEWJI | |
| Signature: HOOP Address: P.O. Box 2066 DAR ES SALAAM. Qualification: Secretary | |
| | * * |

ACKNOWLEDGMENT

, MR. ZEYAUL HAQUE do hereby acknowledge and accept to be Attorneys of the said MOHAMMED ENTERPRISES (TANZANIA) LIMITED under the terms and conditions contained in his POWER OF ATTORNEYS and I promise to perform and discharge my duties as the lawfully appointed Attorneys faithfully and honestly.

| SIGNED and DELIVERED by the said) MR. ZEYAUL HAQUE who is known/ Identified to me by, On this | DONEE | , |
|---|--|----|
| Name: PETER ANDERSON | THE KABUNGU. | |
| Address: | The same of the sa | 1 |
| Signature. Jalana (5/6) | () () () () () () () () () () | 1/ |
| | 10 m/s No. () [] | |
| COMMISSIONER FOR OATHS | 1W. | |
| | AD TO CAN LOVE | |