



**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

CFAO MOTOR (T) LTD

FOR

SUPPLY OF THREE (3) SUZUKI JIMNY

TENDER NO: AE/084/2021-2022/HQ/TCRP/G/2 Lot 1

January, 2022

FORM OF CONTRACT

THIS AGREEMENT made on 19 day of January 2022 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 **CFAO MOTOR (T) LTD OF P.O.BOX 40798 DAR ES SALAAM,** (hereinafter referred to as "the Supplier") on the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **Supply of Three (3) Suzuki Jimny** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 196,695,000.00/= (Tanzanian Shillings one hundred ninety-six million six hundred ninety-five thousand Only VAT INCLUSIVE)** hereinafter referred to us as the "Contract Price" for duration of three (3) months.

NOW THIS AGREEMENT WITNESSETH 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 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:-
 - (a) Form of contract;
 - (b) Price Schedule submitted by the Tenderer;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) Manufacturer Authorization Form
 - (f) Notarized Power of attorney
 - (g) Special Conditions of Contract;
 - (h) General Conditions of Contract;
 - (i) Purchaser's Letter of Acceptance; and
 - (j) Appendices:
 - . Tender Security Declaration
 - . Anti-bribery policy
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE 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.

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 19 day of January 2022

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 MUHAMASENJELE

Signature: [Signature]

P O Box 2658 MOROGORO

Title: SENIOR LEGAL OFFICER

For: CONSERVATION COMMISSIONER
TANZANIA WILDLIFE MANAGEMENT AUTHORITY
MOROGORO

SUPPLIER:

This 21 day of JANUARY 2022

Full Name: THARAJA AHMED

Signature: [Signature]

P O Box 9262 DAR ES SALAAM,

Title: SALES & MARKETING DIRECTOR

CEAO MOTORS (T) LTD
P. O. Box 40798
DAR ES SALAAM

WITNESS

Full Name: MANKA ORIYO

Signature: [Signature]

P O Box 9262 DAR ES SALAAM,

Title: SALES EXECUTIVE

CEAO MOTORS (T) LTD
P. O. Box 40798
DAR ES SALAAM

QUOTATION SUBMISSION FORM

3rd January, 2022

Tanzania Wildlife Management Authority,
P.O. Box 2658,
Morogoro.

Dear Sir,

We agree to supply the goods specified in the Schedule of Requirement and prices of the Quotation No. SMD/CFAO/TA/2022/01 in accordance with the Conditions of Contract accompanying this Quotation for the contract Price of TZS 196,695,000 (Tanzanian Shillings One Hundred Ninety Million Six Hundred Ninety Five Thousand Only)

We also offer to delivery the said goods within the period of 30 days as specified in the Local Purchase Order and General Condition of contract.

This quotation 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 quotation you receive.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: _____

CFAO MOTORS (T) LTD
P. O. Box 40798
DAR ES SALAAM

Name and Title of Signatory: Tharaia AHMED - Sales & Marketing Director
.....

Date: 3rd January, 2022
.....

Name of Bidder: CFAO Motors (T) Ltd.
.....

Address: P.O. Box 40798, Dar Es Salaam
.....

Mux
@se



Quote No. SMD/CFAO/TA/2022/01
3rd January 2022

"ORIGINAL"

To,
The Conservation Commissioner,
Tanzania Wildlife Management Authority,
P.O. Box 2658,
Morogoro.
TANZANIA.

RE: QUOTATION NO. AE/0084/2021-2022/HQ/TCRP/G/2 LOT 1 FOR SUPPLY OF 3 MOTOR VEHICLES AT THE TANZANIA WILDLIFE MANAGEMENT AUTHORITY

Further to your invitation to above mentioned quotation and subject to our normal conditions of sale, we hereby quote as follows:-

Item No 1.	Motor Vehicle Suzuki Jimny normal	Qty. 3 Units
Our Model:	Suzuki Jimny GLX 3D 1.5P 4WD MT	
Selling Price:	TZS 55,563,559	
VAT	TZS <u>10,001,441</u>	
Total Selling Price	<u>TZS 65,565,000</u>	
Total selling price for 3 units		TZS 196,695,000

Delivery Period: As per the tender requirement.
Price Validity: 90 days
Bid Securing Declaration: Attached
Manufacturer's Authorization: Attached
Warranty Period: 36 months or 100,000km whichever comes first.
Bid Form & Price Schedule: Attached
Technical Specifications Sheet: Attached
Certificate of Incorporation, TIN Registration Certificate: Attached
VAT Registration, Business Licence: Attached
Dealer List: Attached
Country of Origin: Japan/India

Payment Terms: As per the Tender requirement.

Remittance Address: CFAO Motors (T) LTD.,
STANBIC BANK
DAR ES SALAAM.

Tshs Account No. 014 00102093 11

US\$ Account No. 024 00102093 02

CFAO MOTORS (T) LTD
P. O. Box 40798
DAR ES SALAAM



Tharaja AHMED

Sales & Marketing Director

Schedule of Requirements and Prices

Item	Description of Goods	Units	Qty.	Rate	Amount Tshs.	Warranty Period (where applicable)
1	Motor vehicle Suzuki Jimny GLX 3D 4WD MT	Pc	03		55,563,559	36 months or 100,000km whichever comes first
Add VAT					10,001,441	
Total selling price					65,565,000	
Total amount for Supply of Goods (including VAT) for 3 units Goods to supplied to Tanzania Wildlife Management Authority					196,695,000	TANZANIA MOTORS (T) LTD P.O. Box 40798 DAR ES SALAAM

Total Amount in Tshs. (In words)	Total amount for supply of Goods, including VAT One hundred Ninety-Six million Six hundred and ninety-five thousand only.
The delivery period offered is	As stated in the tender



Mygn

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has considered the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery schedule (shipment) in weeks
1	Supply of Three (3) Suzuki Jimny	03	90 days



Myrk



SUZUKI MOTOR CORPORATION
300 TAKATSUKA-CHO, MINAMI-KU, HAMAMATSU CITY, JAPAN 432-8611
Fax: +81-53-440-2318

Date : 19th November, 2021

MANUFACTURER'S AUTHORIZATION

Dear Sirs,

WHEREAS, We, Suzuki Motors Corporation, having its principle place of business at 300 Takatsuka-cho, Minami-ku, Hamamatsu-City, Shizuoka-Pref, Japan who is an established and reputable manufacturer of 4 wheels motor vehicles do hereby authorize CFAO MOTORS TANZANIA, to submit a tender and subsequently negotiate and sign the contract with you against Tender No: PA/017/2021-22/HQ/G/77 of vehicles, manufactured by us.

This letter of authorization is valid until 31st March, 2023.

Faithfully Yours,

Daisuke Iwase
Group Manager
Middle East / Africa Automobile Group

Myk

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.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Purchaser is: Tanzania Wildlife Management Authority - TAWA
2.	1.1(j)	The Supplier is: CFAO MOTOR (T) LTD
3.	1.1(q)	The Project is: Supply of Three (3) Suzuki Jimny
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of Tanzania
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is Tanzania
Performance Security (GCC 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: ten (10) percent of the Contract Price
8.	10.4	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.
Inspections and Tests (GCC 11)		



Myx

9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the 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 PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC 12)		
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
Delivery and Documents (GCC 13)		
11.	13.1	<p>For Goods supplied from abroad:</p> <p>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:</p> <ul style="list-style-type: none"> (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;

		<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE 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.</p>
12.	13.3	<p>For Goods from within Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (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; (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. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC 14)		
13.	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.
Incidental Services (GCC 16)		

Myk

14.	16.1	Incidental services to be provided are: Shall be covered in the contract price
Spare Parts (GCC 17)		
15.	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.
Warranty (GCC 18)		
16.	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be six 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 (b) pay liquidated damages to the PE 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.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: six months
Payment (GCC 19)		

18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in () [currency of the Contract Price] in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: ten (10) 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 PE. (ii) On Shipment: ----- 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 10. (iii) On Acceptance: Ninety (90) 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 acceptance certificate issued by the PE. <p>Payment of local currency portion shall be made in :TZS within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment for Goods and Services supplied from within Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: fifteen (15) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a

~~XX~~

Myk

		<p>bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: (0%) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) On Acceptance: The remaining 85 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 PE.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be [0.1%].
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. NA
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.1 % Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	Arbitration institution shall be done by Tanzania Institute of Arbitration. Place for carrying out Arbitration Morogoro Tanzania or any other place selected by Arbitrators
24.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitration

26.	35.1	<p>—PE's address for notice purposes: Conservation Commissioner, Tanzania Wildlife Management Authority P. O. Box 2658 Morogoro</p> <p>—Supplier's address for notice purposes: CFAO MOTOR (T) LTD P.O. Box 9262 Dar es Salaam</p>
-----	------	--

~~21~~

Myk



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: CFA/135/644/01

Date: 13th January, 2022

M/S CFAO Motors Tanzania Ltd,
P. O. Box 40798,
DAR ES SALAAM.

E-mail: info@cfao.com

RE: NOTIFICATION OF AWARD FOR SUPPLY OF THREE SUZUKI JIMNY
TENDER NO. AE.084/2021-2022/HQ/TCRP/G/2 LOT 3

SUB: AWARD OF CONTRACT

This is to notify you that, the Tender Board Meeting held on 11th January, 2022 has approved your tender for Supply of Three Unit (3) of Suzuki Jimny.

2. You will supply Three Unit of Suzuki Jimny Normal for A Contract Price of TZS 196,695,000 (Tanzania Shillings One Hundred Ninety Nine Million Six Hundred Ninety Five Thousand Only) VAT Inclusive for a duration of three (3) months.

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

M. Y. Kabange

For: CONSERVATION COMMISSIONER



CFAO/SMD/14/22
14th January 2022

Office of the Conservation Commissioner,
Tanzania Wildlife Management Authority,
Kingolwira Area, Dar Es Salaam Road
P.O. Box 2658,
Morogoro,
TANZANIA.

Dear Sir, Madam

**RE: NOTIFICATION OF AWARD FOR THE SUPPLY OF MOTORVEHICLES THREE (3) UNITS,
BRAND SUZUKI JIMNY TENDER NO:AE.084/2021-2022/HQ/TCRP/G/2 LOT 3**

We acknowledge with thanks receipt of your letter Ref No. CFA/135/644/01 dated 13th January 2022 in respect of the above subject and tender number NO. AE.084/2021-2022/HQ/TCRP/G/2 LOT 3

We hereby confirm our acceptance to supply 3 units Suzuki Jimny GLX 3D 1.5P 4WD Manual Transmission for the total sum of TZS 196,695,000. – (Tanzanian shillings, **One Hundred Ninety-Six Million Six Hundred Ninety-Five Thousand only**) VAT Inclusive for duration of the three (3) months

Yours faithfully,
CFAO Motors Tanzania Ltd.,

A handwritten signature in black ink, appearing to read "Tharaja", written over a horizontal line.

Tharaja AHMED
Sales and Marketing Director

CFAO MOTORS (T) LTD
P. O. Box 40798
DAR ES SALAAM

CFAO MOTORS TANZANIA LTD
Tel: +255 22 286 1040
Pugu / Nyerere Road P. O. Box 40798, Dar es Salaam

18 JAN 2022

A handwritten signature in black ink, appearing to read "Myx", written in a cursive style.

Tender – Securing Declaration

DATE: 3rd January 2022
Bid No. AE/0084/2021-2022/HQ/TCRP/G/2 LOT 1

Tanzania Wildlife Management Authority,
P.O. Box 2658,
Morogoro.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible of bidding in any contract with the Purchaser for the period of time as stated with the Authority, if we are in breach of our obligation(s) under the bid conditions, because we:

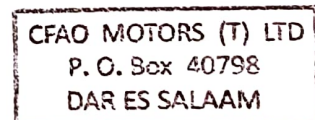
- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of our notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name: T. AHMED In capacity of Sales & Marketing Director Signature:.....

Duly authorized to sign the bid for and on behalf of : MARUTI SUZUKI.

Date on 3rd day of January year 2022



Mujk