



**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**

**MANTRAC TANZANIA LIMITED**

**FOR**

**Procurement and Supply of Motor Grader**

**TENDER NO: AE/084/2021-2022/HQ/TCRP/G/2 Lot 3**

**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 MANTRAC TANZANIA LIMITED of P.O.Box 9262, 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., **Procurement and Supply of Motor Grader** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 900,000,000.00 (Tanzanian Shillings Nine Hundred Million 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) Form of Tender
  - (c) Price Schedule submitted by the Tenderer;
  - (d) Schedule of Requirements;
  - (e) Technical Specifications;
  - (f) Manufacturer Authorization Form
  - (g) Notarized Power of attorney
  - (h) Special Conditions of Contract;
  - (i) General Conditions of Contract;
  - (j) Purchaser's Letter of Acceptance;
  - (k) Minutes of Negotiation,
  - (l) 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





Caterpillar S.A.R.L.  
Power Systems  
76, Rte de Frontenex  
Case Postale 6000  
CH-1211 GENEVA 6  
Switzerland  
Tel: (022) 849.44.44  
Fax: (022) 849.45.44

## Manufacturer's Authorization Form

Date: 29<sup>th</sup> December 2021

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

WHEREAS Caterpillar S.A.R.L. which are established and reputable manufacturer of Caterpillar Earth moving equipment including Motor Grader Model 140K having factory in United States of America (USA), China, Brazil etc. do hereby authorize **Mantrac Tanzania Limited, P.O Box 9262, Dar Es Salaam** a sole Caterpillar dealer in Tanzania, to submit a bid and subsequently negotiate and sign the contract with you with you against **Tender No. AE/084/2021-22/HQ/TCRP/G/2 - LOT .3** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per GCC 17 for the goods offered for supply by the above firm against this Invitation for Tenders.

Signed:

  
**CATERPILLAR S.A.R.L.**  
76, route de Frontenex  
B.P. 6000  
1211 GENEVA 6 - SWITZERLAND

Print Name: Denis Tischenko  
Territory Manager

Duly authorized to sign authorization for and  
on behalf of

**CATERPILLAR**

## 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
<b>Definitions (GCC 1)</b>		
1.	1.1	The Purchaser is: <b>Tanzania Wildlife Management Authority - TAWA</b>
2.	1.1(j)	The Supplier is: <b>Mantrac Tanzania Limited</b>
3.	1.1(q)	The Project is: <b>Supply of Motor Grader</b>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be: English
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of Tanzania
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is Tanzania
<b>Performance Security (GCC 10)</b>		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>ten (10) percent of the Contract Price</b>
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.
<b>Inspections and Tests (GCC 11)</b>		

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>
<b>Packing (GCC 12)</b>		
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>
<b>Delivery and Documents (GCC 13)</b>		
11.	13.1	<p><b>For Goods supplied from abroad:</b></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"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(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;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> </ul>

		<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><b>For Goods from within the United Republic of Tanzania:</b></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"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) Delivery note</li> <li>(iii.) Manufacturer's warranty certificate</li> <li>(iv.) The Supplier's inspection report</li> </ul> <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>
		<b>Insurance (GCC 14)</b>
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.
		<b>Incidental Services (GCC 16)</b>
14.	16.1	<p>Incidental services to be provided are:</p> <p><b>Shall be covered in the contract price</b></p>

**Spare Parts (GCC 17)**

15.

17.1

Additional spare parts requirements are (optional):

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

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

		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><b>Payment for Goods supplied from abroad: N/A</b></p> <p>Payment of foreign currency portion shall be made in (</p> <hr/> <p>) [<i>currency of the Contract Price</i>] in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> 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.</li> <li>(ii) <b>On Shipment:</b> ----- 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.</li> <li>(iii) <b>On Acceptance:</b> 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.</li> </ul> <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><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p>






		<p>(i) <b>Advance Payment:</b> 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 PE.</p> <p>(ii) <b>On Delivery:</b> 0% and the delivery to the final mentioned destination will be after inspection and issuance of certificate of acceptance at supplier's warehouse.</p> <p>(iii) <b>On Acceptance:</b> 100% of the Contract Price shall be paid to the Supplier within fourteen (14) days after the date of the acceptance certificate 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%] per day
<b>Prices (GCC 20)</b>		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  NA
<b>Liquidated Damages (GCC 26)</b>		
21.	25.1	Applicable rate: 0.1 % per day  Maximum deduction: is equal to the performance security.  <b>Note:</b> 0.1 to 0.2 per cent per day of undelivered materials/good's value.
<b>Procedure for Dispute Resolution (GCC 32)</b>		
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 <b>Tanzania Institute of Arbitrators</b>
	<b>Notices (GCC 35)</b>	
26.	35.1	<p>—PE's address for notice purposes:  <b>Conservation Commissioner,  Tanzania Wildlife Management Authority  P. O. Box 2658  Morogoro</b></p> <p>—Supplier's address for notice purposes:  <b>Mantrac Tanzania Limited  P.O. Box 9262  Dar es Salaam</b></p>



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		Place for carrying out Arbitration Morogoro Tanzania or any other place selected by Arbitrators
24.	33.1	Appointing Authority for the Adjudicator <b>Tanzania Institute of Arbitrators</b>
	<b>Notices (GCC 35)</b>	
26.	35.1	<p>—PE's address for notice purposes:  <b>Conservation Commissioner,  Tanzania Wildlife Management Authority  P. O. Box 2658  Morogoro</b></p> <p>—Supplier's address for notice purposes:  <b>Mantrac Tanzania Limited  P.O. Box 9262  Dar es Salaam</b></p>



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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. CCB.400/644/01/69

Date: 18 January, 2022

Managing Director,  
MANTRAC TANZANIA LIMITED  
P.O.BOX 9262  
DAR ES SALAAM.

RE: PROCUREMENT AND SUPPLY OF MOTOR GRADER  
(Tender No. AE/084/2021-22/HQ/TCPR/G/2 LOT 3)  
Sub: Notification of Contract Award

This is to notify you that, the Tender Board Meeting held on 11<sup>th</sup> January 2022 has approved your tender for a Supply of Motor Grader.

2. You will supply Motor Grader for a contract price of **TZS 900,000,000.00** Tanzania Shillings Nine hundred million only (**VAT Inclusive**) for a duration of three (3) months
3. You are therefore required to confirm your acceptance in writing immediately for further action.

A.S. Kilili

For: CONSERVATION COMMISSIONER

Phone: +255 (0) 23 293 4204 (Dir) | +255 (0) 23 293 4205 (Gen) | Email: cc@tawa.go.tz | Website: www.tawa.go.tz

**CONSERVING FOR RECREATION AND PROSPERITY**

19<sup>th</sup> January 2022

To: CONSERVATION COMMISSIONER,  
TANZANIA WILDLIFE MANAGEMENT AUTHORITY  
Kingolwira Area, Dar es salaam Road. TAFORI Building,  
P.O.BOX 2658,  
MOROGORO  
TANZANIA


**RE: PROCUREMENT AND SUPPLY OF MOTOR GRADER (Tender No. AE/084/2021-22/HQ/TCPR/G/2 LOT3)**

Please refer your letter dated 18.01.2022 for notification of contract award,

Mantrac Tanzania limited acknowledge to receive the award letter with refence number CCB.400/644/01/69 for procurement and supply of motor grader

We will supply the said motor grader at the value of contract price of **TZS 900,000,000.00** Tanzania Shillings Nine hundred million only (*VAT Inclusive*) as per condition with rated under tender document for the supply of the same

Yours faithfully,



Felix Clemence

For

**MANTRAC TANZANIA LIMITED**

**MANTRAC**

Plot 4A Nyerere Road  
P.O. Box 9262  
Dar es Salaam  
Tel : +(255) 22 286 0160/1/2  
Fax : +(255) 22 286 4284  
Email : mantrac@mantrac.co.tz

**MANTRAC**

Plots 60 & 61, Nyakato Road  
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Tel : +(255) 28 257 2205  
Fax : +(255) 28 257 0353  
Email : mwanza@mantrac.co.tz

**MANTRAC**

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Tel : +(255) 27 275 1711  
Fax : +(255) 27 275 1709  
Email : moshi@mantrac.co.tz

**MANTRAC**

Century Plaza, Plot No. 2A  
Block D, Mafiat, Mwanjelwa  
P.O.Box 1718 Mbeya  
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Fax : +(255) 25 250 0993  
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**MANTRAC**

Plot 122, Block J  
P.O.Box 277  
Mtwara  
Tel : +(255) 23 233 4685  
Fax : +(255) 23 233 4684  
Email : mtwara@mantrac.co.tz



**RECORD OF NEGOTIATIONS**

Name of the Procuring Entity: TANZANIA WILDLIFE MANAGEMENT AUTHORITY

Tender ID No.: AE: 084/2021-2022/HQ/TCRP/G/2 LOT 3

Subject of Procurement: PROCUREMENTS OF MOTOR GRADER

Method of Procurement: SINGLE SOURCE

Date of Negotiation: 13<sup>th</sup> January 2021

SN	PART 1: RECORD OF NEGOTIATIONS	
	ISSUE	AGREEMENT (WITH FULL DETAILS)
1	Tender price vs client	Supplier agreed to reduce price from Tshs 907,302,000.00 to Tsh 900,000,000.00. The Machine to be purchased is Caterpillar 140K.
2	Term and condition of payment	<ul style="list-style-type: none"> <li>• Payment term 100% upon delivery.</li> <li>• Payments will be within Two weeks after passing inspections.</li> </ul>
3	Delivery point and period	<ul style="list-style-type: none"> <li>• Delivery point will be TAWA HQ, Morogoro,</li> <li>• Delivery period will be within two Months after signing contract.</li> </ul>
4	Warranty and maintenance	The warrant will be 24 months which will be under following categories: <ul style="list-style-type: none"> <li>• First 12 months one year's full warrant</li> <li>• Second 12 months power train (Engine and transmission) Maintenance</li> <li>• Supplier will offer 500hrs free service</li> </ul>
5	Training	<ul style="list-style-type: none"> <li>• Operators will be trained free of charge at site,</li> </ul>
6	Accessories spare parts	Essential spare parts is guaranteed for the period of service contract. The assurance of spare parts is 30 years
7	After sales services	Supplier (Mantrac Tanzania Limited) will provide after sales service in all regions in Tanzania upon request or upon contract signing of Service Agreement between both parties (Branches of Mantrac includes Dsm, Mwanza, Moshi, Mtwara, Mbeya, north mara and geita)

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

**For the Procuring Entity**Signature: 

Name: PC II. A. J. NAKU

Position: PC II

Date: 13<sup>th</sup> January 2022

Document attached:

Attendance register

**For the Tenderer/Supplier**Signature: 

Name: FELIX CLEMENCE

Position: MACHINE SALES ENGINEER

Date: 13<sup>th</sup> JANUARY 2022

myk