

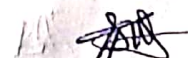
FORM OF CONTRACT

THIS AGREEMENT made on _____ day of _____ 20____ 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 MOTORS (T) LTD OF P.O.BOX 40798 DAR ES SALAAM,** (hereinafter referred to as "the Supplier") on the other part:

WHEREAS the Employer invited Tenders for certain goods and ancillary services, viz., **Procurement and Supply of lowbed truck** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TZS 485,000,000.00 (Tanzanian Shillings Four Hundred Eighty Five Million Only VAT INCLUSIVE)** hereinafter referred to 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) General Conditions of Contract;
 - (i) Special Conditions of Contract;
 - (j) Letter of award
 - (k) Purchaser's Letter of Acceptance;
 - (l) Minutes of Negotiation,
 - (m) Appendices:
 - . Tender Security Declaration
 - . Anti-bribery policy
3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract



4. The Employer 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 ... 17th ... day of ... May ... 2022

Full Name: Prosper F. Kyssima


Signature: 

P O Box 2658 MOROGORO

Title: ... Ag. CONSERVATION COMMISSIONER

WITNESS

Full Name: Stephen T. Mwanasayye

Signature: 

P O Box 2658 MOROGORO

Title: ... Senior State Attorney

SUPPLIER:

This ... 18th ... day of ... May ... 2022

Full Name: Tharcus Ahmed

Signature: 

P O Box 40798 DAR ES SALAAM,

Title: Sales & Marketing Director

WITNESS

Full Name: JEROME R. SENTIMEA

Signature: 

P O Box 40798 DAR ES SALAAM,

Title: COMMERCIAL VEHICLE MANAGER





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FORM OF TENDER

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ORIGINAL

Form of Tender

Date 05th January 2022

Conservation Commissioner
Tanzania Wildlife Management Authority
Dar Es Salaam Road, Kingolwira
P.O. Box 2658
Morogoro

Having examined the Tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Mercedes Benz Actros 2642 1s 6x4 Tractor Head with Lowbed trailer**: in conformity with the said tender no **AE/0084/2021-2022/HQ/TCRP/G/0 LOT 4** from **Conservation Commissioner Tanzania Wildlife Management Authority Morogoro** in documents for the total sum of **Tanzania Shillings Five hundred One Million Twenty-Eight thousand only (TZSH 501,028,000/=)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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 specified in ITT6 of the Tender Data Sheet, 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.


We declare that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of awards, shall constitute a binding Contract between us.

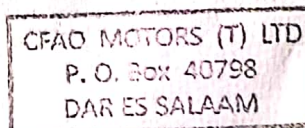
We understand that you are not bound to accept the lowest or any Tender you may receive

We certify/ confirm that we comply with the eligibility requirements as per ITB Claus 1 of the Tendering documents.

Dated 05th day of January 2022

Tharfa AHMED

.....
Signature

Sales & Marketing Director



(In the capacity of)

Duly authorized to sign bid for and on behalf of Mercedes Benz Daimler



SPECIAL CONDITIONS OF THE 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.

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 Motors (T) Ltd
3.	1.1(q)	The Project is: Supply of Lowbed Truck
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)

11.1

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

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 Employer in order to ensure that the goods are manufactured in compliance with the contract.

Packing (GCC 12)

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 Employer in the Technical Specification.

Delivery and Documents (GCC 13)

13.1

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Employer 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 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.

2 13.3

For Goods from within the United Republic of Tanzania:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Employer and mail the following documents to the Employer:

(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.

The above documents shall be received by the Employer before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

Insurance (GCC 14)



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)	
16.1	Incidental services to be provided are: Shall be covered in the contract price
Spare Parts (GCC 17)	
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)	
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 Employer 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 (_____)</p> <p>(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 Employer.</p> <p>(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.</p> <p>(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 Employer.</p> <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 Employer 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 the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the</p>

		<p>United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(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 bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Employer.</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 Employer.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Employer shall be [0.1%].
Prices (GCC 20)		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A
Liquidated Damages (GCC 26)		
21.	25.1	<p>Applicable rate: 0.1 %</p> <p>Maximum deduction: is equal to the performance security.</p> <p>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</p>
Procedure for Dispute Resolution (GCC 32)		
23.	32.3	<p>Arbitration institution shall be done by Tanzania Institute of Arbitration</p> <p>Place for carrying out Arbitration Morogoro Tanzania or any</p>

		other place selected by Arbitrators
24.	33.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitrators
	Notices (GCC 35)	
26.	35.1	<p>—Employer'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 Motors (T) Ltd P.O. Box 40798 Dar es Salaam</p>






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

29th April, 2022

M/S CFAO Motors Tanzania Ltd,
P.O.BOX 40798,
DAR ES SALAAM – TANZANIA.

RE: NOTIFICATION OF AWARD FOR SUPPLY OF LOWBED TRUCK TENDER
N0.AE/0084/2021-22/HQ/TCRP/G/2 Lot 4

Sub: Award of Contract

This is to notify you that, the Tender Board Meeting held on 11st January, 2022 has approved your tender to Supply Lowbed Truck.

2. You will Supply Lowbed Truck for a contract price of TZS.485,000,000.00/= (Tanzanian Shillings Four Hundred Eighty Five Million Only) VAT Inclusive for a duration of **two (2) months**.

3. Therefore, you are required to confirm acceptance in writing immediately.

M.Y. Kabange

For: CONSERVATION COMMISSIONER

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

CONSERVING FOR RECREATION AND PROSPERITY

CFAO/SAD/05/2022
09th May 2022

To
The Conservation Commissioner
Tanzania Wildlife Management Authority
Dar Es salaam Road, Kingolwira
P.O. Box 2658
Morogoro

Dear Sir,

RE: NOTIFICATION OF AWARD TENDERING FOR SUPPLY OF LOWBED TRUCK
TENDER NO: 0084/2021-22/HQ/TCRP/G/2 Lot4

We acknowledge with thanks receipt of your letter Ref. CFA.135/644/01 of 25th /April /2022 in respect of the above subject.

We hereby confirm our acceptance to supply of Lowbed Truck Mercedes Benz (NO:AE/0084/2021-22/HQ/TCRP/G/2 Lot 4) for the total sum of TZS 485,000,000. (Tanzanian Shillings Four Hundred Eighty-Five Million Only VAT Inclusive)

The Lowbed Truck will be supplied before end of September 2022

Yours faithfully,
CFAO Motors Tanzania Ltd.,

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


Tharaka AHMED
SALES & MARKETING. DIRECTOR

CFAO MOTORS TANZANIA LIMITED
PUGU/NYERERE ROAD P. O. BOX 40798 DAR ES SALAAM TANZANIA
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