NGORONGORO CONSERVATION AREA AUTHORITY

CONTRACT NO. AE/055/2021 - 22/HQ/TCRP/G/02 LOT 1 SUPPLY OF FOUR (4) UNITS OF DUMP TRUCKS

Ngorongoro Conservation Area Authority
P.o.Box 1,
Ngorongoro Crater

JANUARY

FORM OF AGREEMENT

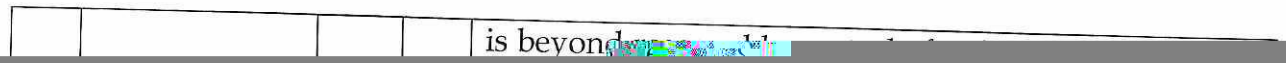
THIS AGREEMENT made the 28TH day of JANUARY 20 22 between NGORONGORO CONSERVATION AREA AUTHORITY P.O BOX 1, NGORONGORO

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

		(vi.)inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.)certificate of

GENERAL CONDITIONS OF THE CONTRAC



2.	**Application and interpretation**	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3.	**Conditions**	3.1	Having signed the Contract

18.	**Warranty**	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they in[redacted]

		19.3	Payments shall be ma[redacted]

		21.3	Prices to be cha

			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 officer in the procurement process or contract execution; "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice "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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition; "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;
		27.4	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.	**Force Majeure**	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, 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.
29.	**Termination for Insolvency**	29.1	The Procuring Entity 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 Procuring Entity.
30.	**Termination for Convenience**	30.1	The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	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 Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity 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.
31.	**Disputes Resolution**	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in **SCC.**	
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.	
		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.	
32.	**Procedure for Disputes**	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the **SCC**.	
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.	
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.	
33.	**Replacement of Adjudicator**	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.	
34.	**Limitation of Liability**	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,	
			a)	The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and
			b)	The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement.
35.	**Notices**	35.1		Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
		35.2		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	**Taxes and Duties**	36.1		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.
		36.2		If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3		A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

LETTER OF ACCEPTANCE

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF NATURAL RESOURCES AND TOURISM

NGORONGORO CONSERVATION AREA AUTHORITY

In reply please quote:

Ref. No. AF.158/570/01-C/97 **Date:** 18th January,2022

M/S SCANIA TANZANIA LIMITED,
P.O. Box 9324,
DAR ES SALAAM.
Email: info@scania.com

Re: **LETTER OF ACCEPTANCE FOR TENDER NO. AE/055/2021 - 22/HQ/TCRP/G/02 LOT 1 SUPPLY OF FOUR (4) UNITS DUMP TRUCKS**

Please make reference to the above subject.

2. This is to inform you that, the NCAA Tender Board through circular resolution dated 17th January, 2022 approved your bid which you submitted online through TANePS and opened on 11th January, 2022 in regard to above mentioned tender for contract price of **United State Dollars Seven Hundred Five Thousand Four Hundred Thirty Nine Four Cents Only (USD. 705,439.40) VAT inclusive or equivalent to Tanzania Shillings where conversion rate will be selling rate of the date of signing the contract published by Bank of Tanzania and paid in full (100%) upon delivery and acceptance of the Trucks** for delivery period of thirty two (32) weeks after signing the contract.

3. The terms and conditions of the contract are as per invitation for tender and negotiations conducted between parties.

Dr. Christopher D. Timbuka
Ag. **CONSERVATION COMMISSIONER**

Headquarters:P. O. Box1,NgorongoroCrater.Tel: +255-27-2537006/19
ConservationCommissionerOffice:Tel:+255-27-2537046
E-Mail:cc@ncaa.go.tz Website:www.ncaa.go.tz
LiaisonOffice:P.O. Box776ArushaTel:+255-27-2503339
InformationOffice:Tel:+255-27-2544625

All official correspondence should be addressed to The Conservation Commissioner

c.c. The Chief Executive Officer,
Public Procurement Regulatory Authority,
Kambarage Tower, 9th Floor PSPF Road,
P.O. Box 2865,
DODOMA, TANZANIA.
Email: ceo@ppra.go.tz

: The Controller and Auditor General,
P.O. Box 9080,
DAR ES SALAAM
Email: ocag@nao.go.tz

: Attorney General
P.O. Box 9050,
DAR ES SALAAM
Email: info@agctz.go.tz

: Internal Auditor General
P.O. Box 911
DAR ES SALAAM
Fax: +25522211032

: Permanent Secretary , Ministry of Finance and Planning,
(Att. Directorate of Government Asset Management Division)
18 Jakaya Kikwete Road
P.O. Box 2802
40468 DODOMA
Email: assets.management@mof.go.tz

: Tanzania Revenue Authority
P.O. Box 11491
DAR ES SALAAM
Email: services@tra.go.tz

SCHEDULE OF REQUIREMENTS

AE/055/2021-22/HQ/G/01 LOT 1

Item	Description of Goods	Units	QTY	RATE	AMOUNT (TZS)
1.	Supply of Dump Trucks	Lump sum	4	364,645,000	1,458,580,000
	Total Amount for Supply of Goods excluding VAT				
	Add VAT (18%)				262,544,400
	Total Amount for Supply of Goods (including VAT) Goods to supplied to NCAA headquarters				1,721,124,400

Total Amount in TZS. (in words) ONE BILLION SEVEN HUNDRED TWENTY ONE MILLION ONE HUNDRED TWENTY FOUR THOUSAND & FOUR HUNDRED ONLY.	*[insert Total Amount for Supply of Goods, excluding VAT]* 1,721,124,400
The delivery period offered is:	~~24-32 WEEKS~~ *[insert ~~number~~]* days/weeks/months from date of LPO

Scania Tanzania Ltd
P. O. Box 9324
Dar-es-Salaam
Tanzania

NEGOTIATION MINUTES

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF NATURAL RESOURCES AND TOURISM

NGORONGORO CONSERVATION AREA AUTHORITY

NEGOTIATION MEETING BETWEEN M/S SCANIA LIMITED, P.O. BOX 9324 DAR ES SALAAM, TANZANIA AND NCAA

TENDER NAME:	SUPPLY OF FOUR (4) UNITS DUMP TRUCK
TENDER NO:	AE/055/2021-22/HQ/TCRP/G/02 LOT 1
VENUE:	NCAA - KAMY ESTATE OFFICE BLOCK D
DATE:	MONDAY 17TH JANUARY, 2022.
TIME:	11:00 a.m. Local Hours

ATTENDANCE:

A: Employer/Client's Team (Ngorongoro Conservation Area Authority - NCAA)

1. Eng. Amon Zabron - Chairman
2. CPSP. Elisther Ndyalusa - Secretary
3. CPA. Seni Lazima - Member

B: Bidder's Team Scania Limited

1. Eng. Daniel Ngadada - Key Accountant Manger

AGENDA

1. Opening of the meeting
2. Confirmation of quorum
3. Confirmation of Agenda
4. Negotiation for Tender No. AE/055/2021-22/HQ/TCRP/G/02 LOT 1 Supply of Four (4) Units Dump Trucks
5. Closing of the meeting

AGENDA NO. 1: OPENING OF THE MEETING

The Chairman opened the meeting at 11:00a.m Local hours

AGENDA NO.2: CONFIRMATION OF THE QUORUM

Both parties were presented as planned

AGENDA NO.3: CONFIRMATION OF THE AGENDA

The agenda were reviewed and confirmed

AGENDA NO.4: NEGOTIATION FOR TENDER NO. AE/055/2021-22/HQ/TCRP/G/02 LOT 1 SUPPLY OF FOUR (4) UNITS DUMP TRUCK

Client representatives informed the Bidder M/S Scania Limited that was found to be the lowest Evaluated Bidder, since your bidding price is higher than the budgeted one.

Hence the client invites the bidder for negotiation and the areas for the negotiation are the price, delivery period and aftersales services.

(a) Aftersales Services

Request from Client:

Client's representatives requested the Bidder for the possibilities to offer Aftersales services that will be free of charge including oil filters, diesel filters, Air filters, Water separator, Ac filters and lubricants, transport charge and labour charge for the item supplied.

Response from the Bidder:

The bidder responded that, can be able to offer aftersales services of 12 Months or 100,000Kilometres of the vehicles whichever comes first for all dry parts. And offer basic training of the item supplied.

Agreed:

Both parties to the negotiation agreed that for the supply of Four (4) Units Dump Truck as follows;

- Agreed to offer free all Dry parts including oil filters, diesel filters, Air filters, Water separator, Ac filters and lubricants, transport charge and labour charge for 12months or 100,000km whichever came first.
- Also, Supplier accept to offer free Basic Training Fee for vehicles and plants supplied by him. And training will be conducted at his premises.

(b) Delivery Period

Request from Client:

Client's representatives requested the Bidder to delivery Four (4) Units Dump Truck for Four (4) Months.

Response from the Bidder:

The bidder responded that, can be able to delivery Four (4) Units Dump Truck for 8 Months, it is difficult to delivery within Four (4) Months due to Manufacturing procedures.

Agreed:

Both parties to the negotiation agreed that for the supply of Four (4) Units Dump Truck shall be delivered within Thirty-Two (32) Weeks after signing the contract.

(c) Price Negotiation

Request from Client:

Client's representatives requested the Bidder for the possibilities to lower the price (rates) including discount, since the amount budgeted by the client seem to be less or insufficient compared to the bidder's price.

Request from the Bidder:

The bidder responded that, can be able to offer discount of 4.5% of the Unit price quoted.

Agreed:

Both parties to the negotiation agreed that for the supply of Four (4) Units Dump Truck is **USD. 705,439.40**, which was originally quoted USD. 184,670.00 and revised to be USD. 176,359.85. Also, payment will be made in United State Dollar (USD) or equivalent Tanzania Shillings where conversion rate will be Selling rate of the date of signing contract published by Bank of Tanzania and paid in full (100%) upon delivery and acceptance of the Trucks.

The Agreed Price for the Supply of Four (4) Units Dump Truck to be **USD. 705,439.40 VAT Inclusive** instead of **USD. 738,680.00** VAT Inclusive.

AGENDA NO.5: CLOSING OF THE MEETING

The Chairman closed the meeting at 13:30p.m Local hours.

Eng. Amon Zabron	Eng. Daniel Ngadada	CPSP. Elisther Ndyalusa
CHAIRPERSON (NCAA)	SCANIA LTD	NCAA (SECRETARY)

NGORONGORO CONSERVATION AREA AUTHORITY P. O. Box 1 NGORONGORO CRATER TANZANIA

Scania Tanzania Limited
P. O. Box 9324
Dar-es-Salaam

RECORD OF NEGOTIATIONS

NAME OF THE PROCURING ENTITY: NCAA

TENDER ID NO: AE/055/2021-22/HQ/TCRP/G/02 LOT 1

SUBJECT OF PROCUREMENT: SUPPLY OF FOUR (4) UNITS DUMP TRUCK

METHOD OF PROCUREMENT: SINGLE SOURCE

DATE OF NEGOTIATION: MONDAY 17TH JANUARY, 2022. 11:00 a.m. Local Hours

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	**AGREEMENT (WITH FULL DETAILS)**
1. Aftersales Services	Supplier agreed to offer all Dry parts including oil filtres, diesel filtres, Air filtres, Water separator, Ac filtres and lubricants, transport and labour free for 12months or 100,000km whichever came first. Also, Supplier accept to offer free Basic Training Fee for vehicles and plants supplied by him. And training will be conducted at his premises.
2. Delivery Period	Both parties to the negotiation agreed that for the supply of Four (4) Units Dump Truck shall be delivered within Thirty-Two (32) Weeks after signing the contract.
3. Price Negotiation	The supply of Four (4) Units Dump Truck discounted for 4.5% of the Unit price quoted in Bidding document, which was originally quoted USD. 184,670.00 and revised to be USD. 176,359.85 Both parties to the negotiation agreed that for the supply of Four (4) Units Dump Truck to be USD. 705,439.40 instead of **USD. 738.680.00** VAT Inclusive. Also, payment will be made in United State Dollar (USD) or equivalent Tanzania Shillings where conversion rate will be Selling rate of the date of signing contract published by Bank of Tanzania and paid in full (100%) upon delivery and acceptance of the Trucks. The Agreed price is **USD. 705,439.85 VAT Inclusive.**

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

For the Procuring Entity	**For the Tenderer/Consultant**
Signature:	Signature:
Name: Eng. Amos Gabon	Name: DANIEL G. NGADDA
Position: Chairperson	Position: KEY ACCOUNT MANAGER
Date: 17/01/2022	Date: 17/01/2022

Document attached:
Minutes of the Negotiation meeting

NCAA P. O. Box 77 NGORONGORO CRATER TANZANIA

Scania Tanzania Limited
P. O. Box 9324
Dar-es-Salaam

RECORD OF NEGOTIATIONS

NAME OF THE PROCURING ENTITY: NCAA

TENDER ID NO: AE/055/2021-22/HQ/TCRP/G/02 LOT 1

SUBJECT OF PROCUREMENT: SUPPLY OF FOUR (4) UNITS DUMP TRUCK

METHOD OF PROCUREMENT: SINGLE SOURCE

DATE OF NEGOTIATION: MONDAY 17TH JANUARY, 2022. 11:00 a.m. Local Hours

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS

SN	Name	Position	Name of Tenderer /Firm	Signature
1.	ENG. AMON ZABRON	Chairperson	NCAA	
2.	CPSP. ELISTHER NDYALUSA	Secretary	NCAA	
3.	CPA. SENI LAZIMA	Member	NCAA	
4.	ENG. DANIEL NGADADA	Key Accountant Manager	SCANIA LTD	

CERTIFICATE OF CONTRACT COMMENCEMENT

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF NATURAL RESOURCES AND TOURISM

NGORONGORO CONSERVATION AREA AUTHORITY

In reply please quote:

Ref.No. AF.158/570/01-C/88 **Date:** 22th January, 2022

M/S SCANIA TANZANIA LTD,
P.O. Box 9324,
DAR ES SALAAM
Email: info@scania.com

RE: COMMENCEMENT OF CONTRACT NO.AE/055/2021-22/HQ/TCRP/G/02 LOT 1 SUPPLY OF FOUR (4) UNIT DUMP TRUCKS

Please make reference to the above subject.

Ngorongoro Conservation Area Authority (NCAA) entered into contract with your company on 28th January, 2022 for Supply of four (4) unit Dump Trucks for delivery period thirty two (32) weeks where by the price of this contract is fixed.

Following this contract NCAA would like to inform you that, the commencement date of this contract will start on Thursday 28th January, 2022 and is expected to elapse on 28th September, 2022.

We wish you good luck in accomplishing the assignment within this time while adhering on quantity and quality as stipulated in the contract.

Dr. Christopher D. Timbuka
Ag. **CONSERVATION COMMISSIONER**

Headquarters: P. O. Box1, NgorongoroCrater.Tel: +255-27-2537006/19
Conservation Commissioner Office :Tel:+255-27-2537046
E-Mail : cc@ncaa.go.tz Website :www.ncaa.go.tz
Liaison Office :P.O. Box776ArushaTel:+255-27-2503339
Information Office :Tel:+255-27-2544625

All official correspondence should be addressed to The Conservation Commissioner

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR DUMP TRUCK (TYPE P360B6x4H2) OFF ROAD OPERATIONS

1. **GENERAL**
   Brand new Dump Truck, maximum 12 months from date of manufacture

2. **MAIN DIMENSION AND CAPACITY**

(a) Gross Weight	not more than 25,000kg.
(b) Payload	15,000 kg.
(c) Ground Clearance	300-450 mm
(d) Overall length	7,000 mm- 8,000mm.
(e) Overall width	2,400 mm

3. **ENGINE**
   (a) Diesel engine, four stroke, six-cylinder, water –cooled, turbocharged, inter cooled, developing 300-360 HP

4. **TRANSMISSION**
   (a) 6x4 Wheel Drive, Synchromesh on all forward gears, 6-14 gear change range with two crawler gears and build in retarder with oil cooler and filter

5. **SUSPENSION**
   (a) Parabolic leaf springs, front and rear with double acting telescopic shock absorber with ant roll ball

6. **STEERING**
   (a) Right hand drive, power assisted

7. **BRAKE SYSTEM**
   (a) Hydraulically operated or compressed air operated, Drum front and rear with ABS, parking brake mechanically operated on front and rear axles.

8. **BODY**
   (a) Rust operated steel cabin with –off road cab package, heat insulated driver compartment, hydraulically operated steel tipping body and an automatic opening mechanism during tipping, and Tipper material should be of Deep quarry tipper for heavy duty works.

9. **FUEL TANK CAPACITY**
   (a) 200-300 liters

10. **TYRES**
    Front 2x315 / 80 x 22.5 or equivalent
    Rear and spare 9 x 315/80 x 22.5 or equivalent

11. ACCESSORIES

To include, but not limited to fire extinguishers, electronically tuned radio AM/FM with DVD player and USB port, air Condition, spare tyre, jack, wheel spanner, tyre inflation hoses with inflation gauge and hose adapter on air reservoir a set of tools for minor repairs and operator's manual in English

12. WARRANTY

The manufacturer shall provide warranty certificate (booklet) which should cover 24 months. During this period any defects not caused by negligence of the operator on dry component of the equipment shall be rectified by the supplier free of charge. Where respected defects indicate a weakness in design, materials or workmanship, the supplier shall be required to make replacement with genuine parts within the warranty period.

SCANIA
Scania Tanzania Ltd.

Tender Compliance

Date: 10th January 2022
Bid No.: AE/055/2021/2022/HQ/TRCRP//G/02 LOT1

To: The Conservator of Ngorongoro

Ngorongoro Conservation Area Authority

P. O. BOX 1, Ngorongoro Creator

Arusha, Tanzania

We, the undersigned, declare that:

Our Product specification complies 100% of the required tender specification

Scania Tanzania Ltd
P. O. Box 9324
Dar-es-Salaam
Tanzania

Signed: .....

In the capacity of Key Account Manager

Name: Daniel G Ngadada

Duly authorized to sign the Bid for and on behalf of: SCANIA TANZANIA LIMITED

Dated on 10th day of January 2022

Corporate Seal:

CONTRACTOR'S TENDER

TENDER NO. AE/055/2021-22/HQ/TCRP/G/02 LOT1

Date: 2022-01-10

Form of Tender

To: Gentlemen and/or Ladies:

Having examined the Tender documents including Addenda No. the receipt of which is hereby duly acknowledged, we the undersigned, offer to **Supply of Four Dump trucks** conformity with the said Bidding documents for the sum of **USD 738,680.00 (United States Dollar – Seven Hundred Thirty Eighty Thousands Six Hundred and Eighty Only) VAT INCLUSIVE,** 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 tenders for purpose of tender suppression.

We are hereby confirm, **Tanzania Institute of arbitrators** to be appointing Authority, to appoint the adjudicator in case of any arisen dispute in accordance with ITT 40.1

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 declare that, as tender(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Bid for the tendering validity period specified in TDS 19, 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 Tenders, 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 sub contractors or suppliers for any part of the contract- has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

Scania Tanzania Ltd
P. O. Box 9324
Dar-es-Salaam
Tanzania

TENDER NO. AE/055/2021-22/HQ/TCRP/G/02 LOT1

Date: 2022-01-10

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

Name and address of agent or recipient	Amount and currency	Purpose of Commission or gratuities
None	None	None

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

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

We certify / confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Bidding documents.

Dated this 10th day of January 2022

Scania Tanzania Ltd
P. O. Box 9324
Dar-es-Salaam
Tanzania

Signed:.....

Name: **Daniel Ngadada**

In the Capacity of **Key Account Manager**

Duly authorized to sign the Bid for and on behalf of **Scania Tanzania Limited**

POWER OF ATTORNEY

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **WE, SCANIA TANZANIA LIMITED** of P.O. BOX 9324 **DAR-ES-SALAAM, DO HEREBY** make, constitute and appoint **DANIEL G NGADADA** of P.O. Box 9324 **DAR-ES-SALAAM** to be our true and lawful attorney for us and in our name place and stead, and on our behalf to exercise or perform any act, power, duty, right or obligation whatsoever that we may now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, but only to the extent set forth below in this Specific Power of Attorney:

(TO EXECUTE TENDER DOCUMENTS WITH NGORONGORO CONSERVATION AREA AUTHORITY (NCAA) in respect of TENDER NO. AE/055/2021 - 22/HQ/TCRP/G/02 LOT 1 FOR SUPPLY OF FOUR (4) UNITS OF DUMP TRUCKS)

WE, grant to said attorney full power and authority to do, take, and perform, all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully for all intents and purposes as we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and rights and powers herein granted.

No person shall be required to inquire as to the circumstances of the issuance or use of this instrument or as to the disposition of any proceeds paid to our attorney based on this instrument.

If this Special Power of Attorney is terminated by operation of law, any person acting in reliance upon it without notice of such termination shall be held harmless.

IN WITNESS WHEREOF, the parties hereof have signed and executed this Special Power of Attorney on this .....day of 2022

SIGNED and **DELIVERED** at .....
by the said ..... for
and on behalf of SCANIA TANZANI LIMITED
who is known to me personally/identified
by.....who is known
to me personally in my presence
this.10.day of ..January.....2022

for SCANIA TANZANIA LIMITED
(DONOR)

IN MY PRECENCE :

Name. Pendo Charles

Signature....

Postal Address. 14126 Dsm

Qualification.... Advocate

PENDO CHARLES ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS DAR ES SALAAM

Signed and Delivered at Dar es Salaam
by the said **DANIEL G NGADADA**
who is known to me personally/identified
by.....who is known
to me personally in my presence
this...day of.....2022

DONEE

IN MY PRESENCE

Name..Pende Charles.....

Signature: .....

Postal Address..14726 Dsm.....

Qualification..Advocate.....

PENDO CHARLES * ADVOCATE * NOTARY PUBLIC & COMMISSIONER FOR OATHS * P.O. Box 14726, DAR ES SALAAM

DRAWN AND SIGNED
Integrity Law Associates,
Advocates,
TSN Building,
Samora Avenue,
P O BOX 14726,
DAR ES SALAAM.

INTEGRITY FORM

ANTI-BRIBERY STATEMENT

Regulations 78 (2) of the Public Procurement Regulations, 2013-Government Notice No.446 of 2013

This company, Scania Tanzania Limited places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy / Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy /Code of Conduct and Compliance Program are attached.

Authorized Signature: .....

Scania Tanzania Ltd
P. O. Box 9324
Dar-es-Salaam
Tanzania

Name and Title of Signatory: Daniel G Ngadada-RAM

Name of Biddder: Scania Tanzania Limited
Address: Nyerere Road
Plot 8, Vingunguti
Dar es salaam

PERFORMANCE BOND

MANUFACTURER AUTHORIZATION LETTER