

NGORONGORO CONSERVATION AREA AUTHORITY



**CONTRACT NO. AE/055/2021 - 22/HQ/TCRP/G/02 LOT 2 SUPPLY OF
WATER BOWSER 18,000 LITERS**

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

JANUARY, 2022

FORM OF AGREEMENT

THIS AGREEMENT made the 28th day of JANUARY 20 22 between **NGORONGORO CONSERVATION AREA AUTHORITY, P.O BOX 1, NGORONGORO CRATER** of Tanzania of Tanzania (hereinafter called "the PE") of the one part and **M/S SCANIA TANZANIA LIMITED P.O. BOX 9324, DAR ES SALAAM** of Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., Supply of Water Bowser 18,000 Liters and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **United State Dollars One Hundred Seventy-Five Thousand Three Hundred Forty-Five Sixty-Four Cents Only (USD. 175,345.64) 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 (hereinafter called "the Contract Price").

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) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Letter of Acceptance,
 - (e) Schedule of requirements and price
 - (f) Negotiation Minutes
 - (g) Certificate of Contract Commencement
 - (h) Specifications
 - (i) Contractor's Tender,
 - (j) Power of Attorney,
 - (k) Integrity Form,
 - (l) Performance Bond and
 - (m) Manufacturer Authorization Letter
3. In consideration of the payments amounting to **United State Dollars One Hundred Seventy-Five Thousand Three Hundred Forty-Five Sixty-Four Cents Only (USD. 175,345.64) 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 or any sum that will arise under the clause 4 of this agreement or other conditions stipulated herein in this contract by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and

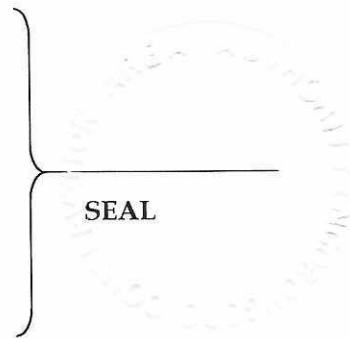
services and to remedy defects therein in conformity in all respects with the provisions of the Contract

- 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 caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed by, for and on behalf of the PE (NGORONGORO CONSERVATION AREA AUTHORITY)

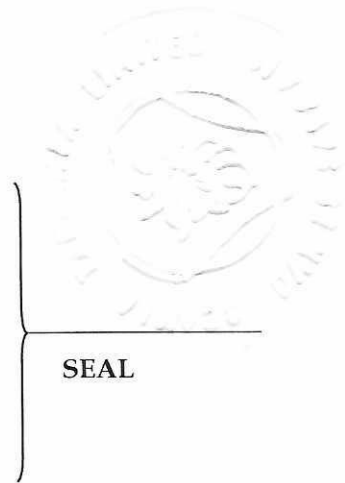
1. Name: Christopher D. Timbukwa
Qualification: AG CC
Signature: [Signature]
P. O. BOX 1, NGORONGORO CRATER



Witness to the signatures of the PE
2. Name: JUMANNE DEDE
Qualification: AG SACC - LS
Signature: [Signature]
P. O. BOX 1, NGORONGORO CRATER

For and on behalf of the Supplier M/S SCANIA TANZANIA LTD,

1. Name: Johanna Lind
Qualification: MD
Signature: [Signature]
P.O. Box 9324, DAR ES SALAAM



Witness to the signatures of the Supplier:

2. Name: MICHAEL CHOBLE
Qualification: FM
Signature: [Signature]
P.O. Box 9324, DAR ES SALAAM

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.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1(j)	The Purchaser is: Ngorongoro Conservation Area Authority (NCAA) P.O Box 1, Ngorongoro Crater, Arusha, Tanzania. TEL: +255 27 255 253 7006/19 +255 27 255 253 7046 FAX: +255 27 255 253 7007 Email: cc@ncaa.go.tz pmu@ncaa.go.tz
2.	1.1(p)	The Supplier is: SCANIA TANZANIA LIMITED P.O.BOX 9324 DAR ES SALAAM
3.	1.1(q)	The Project is: SUPPLY OF SUPPLY OF WATER BOWSER 18,000 LITERS TENDER NO. AE/055/2021 - 22/HQ/TCRP/G/02 LOT 2
		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: Europe and Brazil
		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)	
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: N/A</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;

		<ul style="list-style-type: none"> (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. <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 the United Republic of 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 DDP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

Incidental Services (GCC 16)		
14.	16.1	Incidental services to be provided are: Provision of after sales services for of 12 Months or 100,000Kilometres of the vehicles whichever comes first which shall include Dry parts including oil filters, diesel filters, Air filters, Water separator, Ac filters and lubricants, transport charge and labour charge also offer free Basic Training fee for vehicles and plants supplied by him. And training will be conducted at his premises.
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 three (3) 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 100,000 km or 24 months from date of acceptance of the Goods, whichever occurs earlier. 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: <ul style="list-style-type: none"> (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: Three (3) Months for the warrant period
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 for Goods supplied from abroad: N/A

	<p>Payment of foreign currency portion shall be made in: N/A.</p> <ul style="list-style-type: none"> (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 PE. (ii) On delivery: 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. NA (iii) On Acceptance: 100 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: <i>Tanzania shillings</i> 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 the United Republic of 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: 0 percent of the Contract Price shall be paid within Fourteen (14) 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. (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. N/A (iii) On Acceptance: 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 PE.
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be determined by bank of Tanzania on the date of contract signature.
	Prices (GCC 20)	
20.	20.1	Prices shall not be adjusted
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.10 per cent per day of undelivered/delayed good's value. Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	Arbitration institution shall be Tanzania institute of Arbitrators. Place for carrying out Arbitration: Arusha City, NCAA Njiro Office.
24.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators
	Notices (GCC 35)	
26.	35.1	<p>i) PE's address for notice purposes: Conservation Commissioner, Ngorongoro Conservation Area Authority, P.O Box 1, Ngorongoro Crater, Arusha, Tanzania, TEL: +255 27 255 253 7006/19 +255 27 255 253 7046 FAX: +255 27 255 253 7007 Email: cc@ncaa.go.tz pmu@ncaa.go.tz</p> <p>ii) Supplier's address for notice purposes: SCANIA TANZANIA LIMITED P.O.BOX 9324 DAR ES SALAAM Email: info@scania.com</p>

GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The Contract" means the agreement entered into between the Procuring Entity (PE) 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.</p> <p>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			e) " Completion " means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			<p>f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days</p> <p>g) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) "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 PE under Contract.</p> <p>i) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p>

		j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
		k)	"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.
		l)	"GCC" means the General Conditions of Contract contained in this section.
		m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
		n)	"SCC" means the Special Conditions of Contract.
		o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
		p)	"The Supplier " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	"The Project Name" means the name of the project stated in SCC.
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
		t)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
		u)	"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.
		v)	"Force Majeure" means an unforeseeable event which

			<p>is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "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), confiscation or any other action by Government agencies.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>w)</p> <p>The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>x)</p> <p>The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p> <p>y)</p>
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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.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Form of Contract, (b) Special Conditions of Contract, (c) General Conditions of Contract, (d) Letter of Acceptance, (e) Schedule of requirements and price (f) Negotiation Minutes (g) Certificate of Contract Commencement (h) Specifications (i) Contractor's Tender, (j) Power of Attorney, (k) Integrity Form, and (l) Performance Bond (m) Manufacturer Authorization Form

3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	<p>If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.2	<p>If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>
6.	Country of Origin	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>

7.	Standards	7.1	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.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the PE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PE in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	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.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE 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.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE 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.

10.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security 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 PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
			b) A cashier's or certified check.
		10.4	The performance security will be discharged by the PE 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.
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11.	Inspections and Test	11.1	The PE 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 PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	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 PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	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.
		12.2	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 PE.

13.	Delivery and Documents	13.1	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 as specified in SCC .
		13.2	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.
		13.3	Documents to be submitted by the Supplier are specified in SCC .
14.	Insurance	14.1	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 .
15.	Transportation	15.1	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 PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	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.
		15.3	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.
16.	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
			a) 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 PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	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.
17.	Spare Parts	17.1	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:
		a)	Such spare parts as the PE 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: (a) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and (b) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.

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 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 PE, 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.
		18.2	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.
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	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 PE 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.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE 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 PE may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.

		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE 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.
		19.4	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 Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	Prices	20.1	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.
		20.2	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 Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.
21.	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	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 PE's change order.

		21.3	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.
22.	Contract Amendments	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Subcontracts	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	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 Procuring Entity in writing or in electronic forms that provide record of the content of communication 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 Procuring Entity 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.
		25.3	Except as provided under GCC 28, 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 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26.	Liquidated Damages	26.1	Subject to GCC Clause 28, 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 Procuring Entity 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 performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	The Procuring Entity 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.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
			a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or
			b) the Supplier fails to perform any other obligation(s) under the Contract;
			c) Supplier's failure to submit performance security within the time stipulated in the SCC;
			d) the supplier has abandoned or repudiated the contract.
			e) The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f) a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
			g) the Procuring Entity 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 Procuring Entity; and
			h) if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

			For the purpose of this clause:
			<p>“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;</p> <p>“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;</p> <p>“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</p> <p>“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;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
		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	<p>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.</p> <p>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</p>
		28.2	<p>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.</p>
29.	Termination for Insolvency	29.1	<p>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.</p>
30.	Termination for Convenience	30.1	<p>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.</p>
		30.2	<p>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:</p>

			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/98

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 2 SUPPLY OF WATER BOWSER 18,000 LITERS

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 One Hundred Seventy Five Thousand Three Hundred Forty Five Sixty Four Cents Only (USD. 175,345.64) 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. Box 1, Ngorongoro Crater. 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. Box 776 Arusha Tel: +255-27-2503339
Information Office: Tel: +255-27-2544625

All official correspondence should be addressed to The Conservation Commissioner

NGORONGORO CONSERVATION AREA AUTHORITY

- 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

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

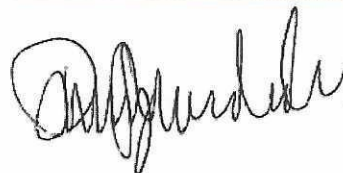
All official correspondence should be addressed to The Conservation Commissioner

SCHEDULE OF REQUIREMENTS AND PRICE

Item	Description of Goods	Units	QTY	RATE	AMOUNT (TZS)
1.	Supply of Water Bowser 18,000 Liters	Each	1	362,548,000	362,548,000
Total Amount for Supply of Goods excluding VAT					
Add VAT (18%)					65,258,640
Total Amount for Supply of Goods (including VAT) Goods to supplied to NCAA headquarters					427,806,640

Total Amount in TZS. (in words) FOUR HUNDRED MILLION TWENTY SEVEN EIGHT HUNDRED AND SIX THOUSANDS SIX HUNDRED AND FORTY ONLY	[insert Total Amount for Supply of Goods, excluding VAT] 427,806,640
The delivery period offered is:	4 months from date of signing the contract

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 WATER BOWSER 18,000 LITRES
TENDER NO: AE/055/2021-22/HQ/TCRP/G/02 LOT 2
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 2 Supply of Water Bowser 18,000 Litres
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 2 SUPPLY OF WATER BOWSER 18,000 LITRES**

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 Water Bowser 18,000 Litres 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 water bowser for Four (4) Months.

Response from the Bidder:

NGORONGORO CONSERVATION AREA AUTHORITY

The bidder responded that, can be able to delivery water bowser 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 Water Bowser 18,000 Litres 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 price quoted

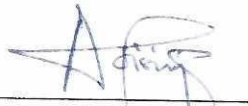
Agreed:

Both parties to the negotiation agreed that for the supply of Water Bowser 18,000 Litres being discounted is USD. 175,345.64: 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.

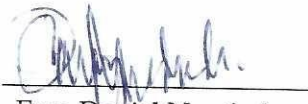
The Agreed Price for the Supply of Water Bowser 18,000 Litres to be USD. 175,345.64 VAT Inclusive instead of USD. 183.608.00 VAT Inclusive.

AGENDA NO.5: CLOSING OF THE MEETING

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



Eng. Amon Zabron
CHAIRPERSON (NCAA)



Eng. Daniel Ngadada
SCANIA LTD



CPSP. Elisther Ndyalusa
NCAA (SECRETARY)



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 2

SUBJECT OF PROCUREMENT: SUPPLY OF WATER BOWSER 18,000 LITRES


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 Water Bowser 18,000 Litres shall be delivered within Thirty-Two (32) Weeks after signing the contract.
3. Price Negotiation	The supply of Water Bowser 18,000 Litres discounted for 4.5% of the quoted Bidding price. Both parties to the negotiation agreed that for the supply of Water Bowser 18,000 Litres to be USD. 175,345.64 instead of USD. 183.608.00 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 Waterbowser. The Agreed price is USD. 175,345.64 VAT Inclusive.

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

For the Procuring Entity


Signature: 

Name: Eng. Amos Zabwa

Position: Chairperson

Date: 17.01.2022

For the Tenderer/Consultant

Signature: 

Name: DANICA G. NTANDAO

Position: KEY ACCOUNT MANAGER

Date: 17/01/2022

Document attached:
Minutes of the Negotiation meeting



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

RECORD OF NEGOTIATIONS



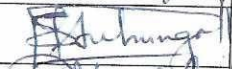
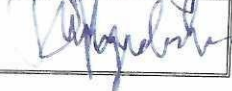
NAME OF THE PROCURING ENTITY: NCAA

TENDER ID NO: AE/055/2021-22/HQ/TCRP/G/02 LOT 2

SUBJECT OF PROCUREMENT: SUPPLY OF WATER BOWSER 18,000 LITRES

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 2
SUPPLY OF WATER BOWSER 18,000 LITERS**

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 water Bowser 18,000 Liters 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

STANDARD SPECIFICATIONS FOR WATER BOWSER 18,000 L

1.0 GENERAL

The vehicle shall be brand new, not more than 12 months from date of manufacture and with most recent improvements in design and materials, forward control type.

2.0 DIMENSION

- (a) Minimum ground clearance at least 250 mm
- (b) Overall length not less than 7,000 mm
- (c) Overall width not more than 2,500 mm
- (d) Loading capacity 18,000 litres

3.0 ENGINE

Diesel, 4 stroke, natural aspirated or turbo, water cooled developing not less than 240 HP.

Dual element air cleaner,

Replaceable element oil filter,

Fuel filter shall have water separator device.

4.0 COOLING SYSTEM

Heavy duty type, having capacity to provide safe margin of cooling when equipment is operated under conditions of extreme heat or other adverse conditions. The system shall be equipped with a coolant recovery system and a cooling fan made of steel.

5.0 ELECTRICAL

24-volt system with two maintenances free heavy-duty batteries. All electric circuits shall be protected by re-settable circuit breakers or fuses.

6.0 TRANSMISSION

6x4, Synchronesh on all forward gears, 6-14 gear change range with two crawler gears and build in retarded with oil cooler and filter.

7.0 SUSPENSION

Parabolic leaf springs front and rear with double acting telescopic shock absorbers front and rear with anti-roll bar.

8.0 STEERING

Right hand drive, ball mute type with integral hydraulic power booster.

9.0 BRAKE SYSTEM

Air/hydraulic operated. Parking brake mechanically operated on propeller shaft or actuating brake shoes in rear drums.

10.0 BODY

- (a) Rust protected steel construction cabin, tilt cab, forward control, heat insulated, and seat belts for driver and co-driver.
- (b) Chassis and under carriage shall be painted black

11.0 WATER TANK

- (a) Capacity 18,000 liters.
- (b) Constructed with steel plates > 3 mm by electric welding, elliptical cross sectioned cylindrical tank, fitted with at least 2 buffers for stability.
- (c) Tank must be provided with suitable top filler manhole to be sufficiently large to allow access for inspection and maintenance.
- (d) Caution plate in English.
- (e) Loading by pumping and by normal feeding from upper manhole.
- (f) Emptying by pump and by gravity.
- (g) Pump capacity at least 2,500 litres/min.
- (h) Tank level gauge at rear of the tank
- (i) With front and rear sprinkler

12.0 FUEL TANK CAPACITY

Not less than 100 litres with a lockable cap.

13.0 WHEEL AND TYRES

Heavy duty wheels, Tyres 11.00 x 20, or 12.00 x 20, 16 PR or equivalent, Front single Rear dual.

14.0 ACCESSORIES

(a) FOR THE WATER TANK

Self-sucking centrifugal pump, 2 pc Delivery hose with diameter 100 mm x 3 m length, 2 pc suction hose with diameter 75 mm x 10 m length, hose carrier on both sides of the tank.

(b) FOR THE VEHICLE

To include, but not limited to fire extinguishers, electronically tuned radio AM/FM with USB Port or CD/DVD player, spare tyre, jack, wheel spanner, 20 m tyre inflation hose with gauge and hose adopter on air reservoir, wheel chocks, 1 pc tool box mounted on frame to contain set of general maintenance ring and open-end spanners, hammer, adjustable spanner, pliers, oil can, operator's manual in English and a caution plate printed in English. Factory installed engine alarm system with warning light and buzzer to signal low oil pressure or excessive coolant temperature.

15.0 INSTRUMENTATION

- a) Engine oil pressure gauge
- b) Ammeter and voltmeter
- c) Coolant temperature gauge
- d) Altimeter

- e) Fuel gauge to show level of fuel in tank
- f) Speedometer/odometer/tachometer

16.0 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.



Tender Compliance

Date: 10th January 2022
Bid No.: AE/055/2021/2022/HQ/TRCRP//G/02 LOT2

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

Signed: 

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

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



SCANIA

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 Water Bowser 18,000L** conformity with the said Bidding documents for the sum of **USD 183,608.00 (United States Dollar – One Hundred Eighty Three Thousands Six Hundred and Eight 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


SCANIA

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

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**

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

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 2 FOR SUPPLY OF WATER BOWSER 18,000 LITERS)


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 ...10...day of ...January.....2022

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


for SCANIA TANZANIA LIMITED
(DONOR)

IN MY PRECENCE

Name...Pendo Charles.....

Signature...

Postal Address...14126 Dar-es-salaam

Qualification...Advocate




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 19 day of..... January..... 2022


DONEE

IN MY PRESENCE

Name... Perdo Charles

Signature: 

Postal Address... 14726 Dsm

Qualification... Advocate



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

INTEGRITY FORM

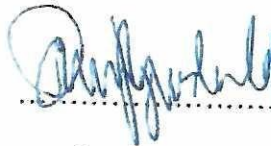
ANTI-BRIBERY STATEMENT

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 Ngadaa

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

PERFORMANCE BOND

MANUFACTURER AUTHORIZATION FORM



Handled by

KTAO Charlotte Laftman



Date

10th January 2022

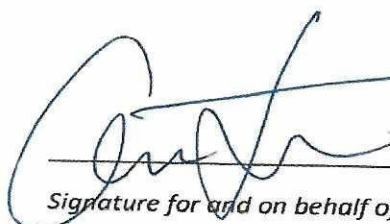
MANUFACTURER'S AUTHORIZATION

Date: 10th January 2022

The Conservator,
Ngorongoro Conservation
Area Authority,
P. O. BOX 1,
NGORONGORO.

WHEREAS **SCANIA CV AB**, who are established and reputable manufacturers of **SCANIA TRUCKS & BUSES**, having factories in Europe and Brazil, do hereby authorize **SCANIA TANZANIA LIMITED** to submit a tender, and subsequently negotiate and sign the contract with you against **Tender Number AE/055/2021-22/HQ/TCRP/G/02 LOT 2** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General conditions of contract for the goods offered for the supply by the above firm against this invitation for tenders.


SCANIA CV AB
Sales and Marketing
Trucks
Signature for and on behalf of manufacturer

SCANIA CV AB
Sales & Marketing
Africa, Middle East, South Asia

Scania CV AB
SE-151 87 Södertälje, Sweden
www.scania.com

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