NGORONGORO CONSERVATION AREA AUTHORITY

CONTRACT NO. AE/055/2021 - 22/HQ/TCRP/G/01 LOT 3

FOR

SUPPLY OF ONE (1) UNIT MOTOR GRADER 165-199 HP

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

JANUARY, 2022

FORM OF AGREEMENT

THIS AGREEMENT made the 20TH 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 MANTRAC TANZANIA LIMITED P.O. BOX 9262, 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 One (1) Unit Motor Grader 165-199 HP and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **Tanzania Shillings Nine Hundred Thirty Eight Million Eight Hundred Eight Thousand Only (938,808,000.00)** VAT inclusive for delivery period of four (4) months from the date of contract signing (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) Certificate of Contract Commencement
    (g) Specifications
    (h) Contractor's Tender,
    (i) Power of Attorney,
    (j) Integrity Form, and
    (k) Performance Bond
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have 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. Timbuka
   Qualification: Ag. Conservation Commissioner
   Signature: .....
   P. O. BOX 1, NGORONGORO CRATER

SEAL

Witness to the signatures of the PE

2. Name: Jumanne Dede
   Qualification: AG'SACC- Legal Services
   Signature: .....
   P. O. BOX 1, NGORONGORO CRATER

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

1. Name: BUTWA GODLUCK SANGA
   Qualification: GM MACHINE SALES
   Signature: .....
   P.O. Box 9262, DAR ES SALAAM

MANTRAC (T) LTD.
P. O. B x 9262
DAR ES SALAAM

SEAL

Witness to the signatures of the Supplier:

2. Name: WILLIAM KIKORICHO
   Qualification: USED AND RENTAL FLEET CORD.
   Signature: .....
   P.O. Box 9262, DAR ES SALAAM

THE 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	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(j)	The Supplier is: M/S MANTRAC TANZANIA LTD. P.O BOX 9262. DAR ES SALAAM Email: *mantrac@mantractanzania.com*
3.	1.1(q)	The Project is: SUPPLY OF ONE (1) UNIT MOTOR GRADER 165-199 HP
	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 the United Republic of Tanzania
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is: Tanzania.
	Performance Security (GCC 10)	
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price.
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own

		expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC 12)	
10.	12.2	The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	Delivery and Documents (GCC 13)	
11.	13.1	**For Goods supplied from abroad:** 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: (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.) Manufacturers or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.. The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
12.	13.3	**For Goods from within the United Republic of Tanzania:**

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

		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: N/A (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: 365
	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:** Payment of foreign currency portion shall be made in: N/A. (i) **Advance Payment:** 15 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:** The remaining 85 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. Payment of local currency portion shall be made in *:[insert the currency]* 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.
		Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) **Advance Payment:** 15 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:**.....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:** The remaining 85 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
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 be adjusted in accordance with provisions in the Attachment to SCC. The contract price is not subjected to price adjustment.
	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	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 i) Supplier's address for notice purposes:

THE 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:	
			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 Contact (GCC) 31 hereunder.
			b)	The **Arbitrator** is the person appointed by the appointing authority specified in the **SCC**, to resolve contractual disputes.
			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.
			d)	The Com[redacted]

			j)	"The Purchaser" means the person named as purchaser in the S[redacted]

			v)	"Force Majeure" means an unforeseeable event which 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. 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.
			w)	**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
			x)	The **Supplier** is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer
			y)	The **Supplier's Tender** is the completed Tender document submitted by the Supplier to the Employer

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	The documents forming the Contract shall be interpreted in the following order of priority: (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) Certificate of Contract Commencement (g) Specifications (h) Contractor's Tender, (i) Power of Attorney, (j) Integrity Form, and (k) Performance Bond

3.	**Conditions Precedent**	3.1 3.2 3.2	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- a) Submission of performance Security in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. 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; 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.
4.	**Governing Language**	4.1	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.
5.	**Applicable Law**	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in **SCC.**
6.	**Country of Origin**	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.

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: i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and ii) 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 Cont[illegible]

		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 Performanc e**	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:	
			"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

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.

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

17/01/2022

Your Reference number: **AF.158/570/01-C/82**

The Conservation Commissioner,
Ngorongoro Conservation Area Authority,
P.O.BOX 1,
Ngorongoro Crater.

Dear Sir/Madam

RE: LETTER OF ACCEPTANCE FOR TENDER NO. AE/055/2021-22/HQ/TCRP/G/01 LOT 3 SUPPLY OF ONE (1) UNIT MOTOR GRADER.

SUB: AKNOWLEDGING THE ACCEPTANCE

Please refer to your letter with reference number **AF.158/570/01-C/82** dated 13th January 2022.

We acknowledge receipt of the letter of acceptance to tender bid which was released online through TANePS. By this letter we also confirm the mentioned contract price of **Tanzania Shillings Nine Hundred Thirty-Eight Million Eight Hundred Eight Thousand Only (TZS. 938,808,000.00)** VAT Inclusive for the delivery period of four (4) months after contract signing.

Thanking you in advance,

Yours sincerely

For Mantrac Tanzania Limited

.....

Butwa Godluck Sanga

General Manger Machine Sales

MANTRAC
Plot 4A Nyerere Road
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Fax : +(255) 22 286 4294
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Fax : +(255) 25 250 0993
Email : mbeya@mantrac.co.tz

MANTRAC
Plot 122, Block J
P.O.Box 277
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Fax : +(255) 23 233 4894
Email : mlwaid@mantrac.co.tz

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/82

Date: 13th January, 2022

M/S MANTRAC TANZANIA LTD
P.O.BOX 9262,
DAR ES SALAAM.
Email: mantrac@mantractanzania.com

RE: **LETTER OF ACCEPTANCE FOR TENDER NO. AE/055/2021-22/HQ/TCRP/G/01 LOT 3 SUPPLY OF ONE (1) UNIT MOTOR GRADER**

Please make reference to the above subject.

2. This is to inform you that, the NCAA Tender Board in its extra ordinary meeting held on 11th January, 2022 approved your bid which you submitted online through TANePS and opened on 07th January, 2022 in regard to above mentioned tender for contract price of **Tanzania Shillings Nine Hundred Thirty Eight Million Eight Hundred Eight Thousand Only (938,808,000.00)** VAT Inclusive for delivery period of four (4) months after signing the contract.

3. The terms and

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 AND PRICE

MANTRAC CAT

Schedule of Requirement and Price

Item	Description of Goods	Units	QTY	RATE	AMOUNT (TZS)
1	Supply of one (1) unit Motor Grader 140GC	Lump sum	1	795,600,000.00	795,600,000.00
Total Amount for Supply of Goods excluding VAT					795,600,000.00
Add VAT (18%)					143,208,000.00
Total Amount for Supply of Goods (including VAT) Goods to supplied to NCAA headquarters					**938,808,000.00**

Total Amount in TZS (in words)	**Nine Hundred Thirty-Eight Million Eight Hundred Eight Thousand Vat inclusive.**
The delivery period offered is:	**Four (4) months from date of signing the supply agreement and receiving the advance payment**

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P. O. Box 9262
DAR ES SALAAM

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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/84 **Date:** 22th January,2022

M/S MANTRAC TANZANIA LTD,
P.O. Box 9262,
DAR ES SALAAM
Email: mantrac@mantractanzania.com

RE: COMMENCEMENT OF CONTRACT NO.AE/055/2021-22/HQ/TCRP/G/01 LOT 3 SUPPLY OF ONE (1) UNIT MOTOR GRADER 165-199 HP

Please make reference to the above subject.

Ngorongoro Conservation Area Authority (NCAA) entered into contract with your company on 20 January, 2022 for Supply of one (1) unit Motor Grader 165-199 Hp for delivery period of four (4) months 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 20th January, 2022 and is expected to elapse on Friday 20 May,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
ConservationCommissionerOffice:Tel:+255-27-2537046
E-Mail:cc@ncaa.go.tzWebsite: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

THE TECHNICAL SPECIFICATIONS

MOTOR GRADER 165-199 HP

TECHINICAL SPECIFICATIONS

1. GENERAL

The grader shall be new, unused, not more than 12 months from date of manufacture and incorporating recent technological development.

2. DIMENSIONS, WEIGHTS AND CAPACITIES

i. Total operating weight when grader is equipped with hydraulic side shift and tip, high profile ROPS cab and differential with lock/unlock is not less than 14,000 kg.
ii. Overall length with rear mounted ripper and front push plate is not less than 9,500 mm.
iii. Overall height with full height cab or canopy is not more than 3,200 mm
iv. Fuel tank capacity about 280 litres
v. Cooling system 40 litres
vi. Crankcase 27 litres
vii. Tandem housing 65 liters litres each
viii. Hydraulic tank 38 litres
ix. Circle drive housing 7litres
x. Front wheel spindle bearing housing 0.5litres

3. ENGINE

i. Diesel engine, four strokes, direct injection, water cooled, turbo charged, with engine power management.
ii. Flywheel power output not less than 148 KW (199 hp) at 1,900 rpm.

4. TRANSMISSION

i. Direct drive, power shift transmission with 8 speed forward and 6 reverse
ii. Electronic shift control with over speed protection
iii. Single lever to control direction, speed and parking brakes, inching pedal
iv. Internal parking brake serviceable without removing transmission
v. Diagnostic connector for easy troubleshooting
vi. Resiliently mounted to rear frame
vii. Low effort on shift lever and inching pedal

5. FRONT AXLE

i. Live spindle design
ii. Uses large outboard bearings bathed in oil for high load carrying capability of the wheel assembly
iii. Wheel spindle rotates inside sealed compartment
iv. Minimum ground clearance 625 mm

v. Minimum turning radius 7.4 m
vi. Oscillation angle 32°

6. TANDEM

i. Side wall thickness 16 mm inner, 18mm outer
ii. Height at least 500 mm
iii. Width at least 3200 mm
iv. Drive chain pitch 51 mm
v. Wheel axle spacing at least 1500 mm
vi. Tandem oscillation 15° forward and 25° reverse

7. HYDRAULIC SYSTEM

i. Output 155 litres per minute at 2100 rpm and 3500 psi
ii. Proportional priority pressure compensated system
iii. Maximum system pressure 3,500 psi
iv. Standby pressure 450 psi
v. Controls spaced to allow use of several controls at once
vi. Lock valves built into all control valves and line relief valves for the blade lift circuit shall be incorporated into the control valve
vii. Steering circuit shall be given priority over implement circuit
viii. Hydraulic hoses shall be made of heavy duty XT hoses and reliable couplings with O-ring face seals
ix. The hydraulic system shall have full flow filter

8. STEERING SYSTEM

i. Tilt adjustable steering wheel
ii. Two cylinder hydraulic steering with hand metering unit
iii. Minimum turning radius using front wheel steering, frame articulation and with optional differential unlock is 7.4m
iv. Steering range 50° left/right
v. Articulation angle 20° left/right
vi. Consistent steering response to the left and right
vii. Large steer stops and steering relief valve help prevent damage when an object is hit during full turn

9. FRAME

i. Flanged, box section design
ii. Top and bottom plates constructed from 305 mm and 25 mm thick
iii. Side plates with at least 240 m, 12 mm thick
iv. Single piece top and bottom plates run from bolster to articulation joint
v. Rear frame to have 2 box sectioned channels integral with fully welded differential case

10. DRAW BAR

i. Sold steel bars fabricated into Y-frame design
ii. Height at least 125 mm
iii. Thickness at least 75 mm
iv. Four shoes support circle

v. All shoes have vertical and horizontal adjustment
vi. To have 11 replaceable nylon composite wear strips between cycle and draw bar
vii. To have 4 replaceable nylon composite wear strips between cycle and support shoes

11. CIRCLE

i. Single piece, rolled ring forging
ii. Circle diameter 1530 mm
iii. Blade beam thickness 30 mm
iv. 64 mm uniformly spaced, flame cut teeth
v. Teeth surfaces hardened on front 240° circle
vi. Hydraulically driven, circle drive motor
vii. 360° circle rotation

12. MOLDBOARD

i. Fabricated from wear resistant, high carbon steel
ii. Length at least 3600 mm
iii. Height at least 600 mm
iv. Thickness at least 20 mm
v. Arc radius at least 410 mm
vi. Throat Clearance 120 mm
vii. Cutting edges are through-hardened curved steel with width at least 150 mm and 16 mm thickness
viii. End bits are through-hardened curved steel with width at least 150 mm, 16 mm thickness to be fixed with 16 mm diameter bolts
ix. 3 side shift mounting locations for optional mouldboard
x. Heat treated side shift rails replaceable metallic wear inserts as optional

ix. Maximum blade position angle 65° for 3-position link bar and 90° for 7-position link bar
x. Blade tip range (mechanical and hydraulic) 40° forward for 3-position link bar and 40° forward for 7-position link bar
xi. Blade tip range (mechanical and hydraulic) 5° backward for 3-position link bar and 5° backward for 7-position link bar

14. SCARIFIER

i. Type –V-type scarifier mid mounted
ii. Scarifying depth 1184 mm maximum
iii. Scarifier shank holders to be 11 with 116 mm spacing

15. RIPPER

i. Rear mounted
ii. Ripping depth 262 mm maximum
iii. Ripper shank holders to be 5 with 533 mm spacing

16. OPERATOR PLATFORM

i. Falling Objects projective Structure (FOPS-to meet SAE J 396 JAN8 or ISO 3449-1992)
ii. Rollover protective structure (ROPS to meet SAE J396,SAE, J1040 MAY94 or ISO 3471-1994)
iii. Adjustable control console
iv. Floor mat
v. Fuse panel in steering control console
vi. Gauges located on the front panel: articulation, brake air pressure(2) engine coolant temperature, engine oil pressure, and voltmeter
vii. Hand throttle
viii. Horn switch
ix. Hydraulic power steering
x. Hydraulic implement controls: articulation, centre shift, circle drive, left blade lift, right blade lift and wheel lean.
xi. Indicator lights: centre shift pin disengaged, parking brake engaged, service brake air pressure low, transmission diagnostics, transmission fault.
xii. Low-effort suspended foot pedals: accelerator, decelerator, inching pedal and service brakes
xiii. Seat, vinyl, static
xiv. Seat belt
xv. Service hour meter
xvi. Tilt adjustable steering wheel
xvii. Transmission control – single lever controls direction, speed and paring brake
xviii. Transmission diagnostic connector
xix. Platform guard front and rear

17. BRAKING SYSTEM

17.1 Service brakes

i. Shall be air actuated, oil disc brakes located in each of the four wheel spindle housings.
ii. Sealed and adjustment free
iii. Lubricated and cooled by tandem housing oil

17.2 Secondary brakes

i. Shall have separate circuits to left and right tandems so that malfunction of one circuit still leaves machine with at least half of original braking capacity.
ii. Dual chamber air tank to provide air to actuate brakes at least 5 times after engine and compressor stops.

17.3 Parking/emergency brakes

i. Multiple oil disc unit and located in the transmission on the output shaft
ii. Manually activated
iii. Spring engaged, air pressure released
iv. Engaged parking brake neutralises transmission
v. In the event of total braking loss the spring actuated parking/ emergency brake can be used to lock the wheels on any surface.

18. ELECTRICAL SYSTEM

i. Two maintenance free batteries in lockable box cover
ii. 35 A alternator
iii. Starting motor
iv. Electric horn
v. Lights-headlamps stop and tail
vi. Main disconnect switch

19. TYRES

i. 14.00 X 24 with 9" x24" single piece rim or 10" x24" multi piece rims or 17.5 x 25 with 13"x25" single piece rims or 15"x 25" multi piece rims.

20. WARRANTY

The manufacturer shall provide warranty certificate (booklet) which should cover 24 months or 6,000 hours whichever comes first. During this period any defects not caused by negligence of the operator on any component of the equipment shall be rectified by the supplier free of charge. Where repeated defects indicate a weakness in design, materials or workmanship, the supplier may be required to make replacement with genuine parts within the warranty period.

21. MANUALS AND PARTS CATALOGUE

The following manuals, all in English language and of current editions including any amendments shall be supplied together with the motor grader

i. 2 No. Illustrated workshop manuals for the motor grader
ii. 2 No. Illustrated Operator's manuals for the motor grader
iii. Spare Parts catalogue with exploded diagrams for parts identification
iv. Drawings, wiring and piping diagrams.

22. TRAINING

The supplier/manufacturer shall provide specialized training to operators on the correct usage of the motor grader.

06th January 2022

Conservation Commissioner,

Ngorongoro Conservation Area Authority,

P.O Box 1, Ngorongoro Crater,

Arusha, Tanzania.

Dear Sir/Madam

RE: COMMITMENT LETTER FOR OFFERED MACHINE SPECIFICATION

Refer to the heading above

By this letter we Mantrac Tanzania Limited, we commit that the specifications offered on **Supply of One (1) Unit of Motor Grader** in attached technical offer against tender number **AE/055/2021 - 22/HQ/TCRP/G/01 LOT-3**, will be delivered the same with no alterations.

Yours Sincerely

Supply of

For Mantrac Tanzania Limited

MANTRAC (T) LTD.
P. O. Box 9262
DAR ES SALAAM

Butwa Godluck Sanga

General Manager Machine Sales

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MOTOR GRADER 140GC				
SN		SPECIFICATION REQUIRED	Motor Grader 140GC	Compliance
1	GENERAL The grader shall be new, unused, not more than 12 months from date of manufacture and corporation recent technological development			COMPLY
2	DIMENSIONS WEIGHT AND CAPACITIES			
	i	Total operating weight when grader is equipped with hydraulic side shift and tip, profile ROPS cab and differential with lock/unlock is not less than 14,000kg	14,768Kg	COMPLY
	ii	Overall length with rear mounted ripper and front push plate is not less than 9,500 mm	10,013mm	COMPLY
	iii	Overall height with full height cab or canopy is not more than 3,200 mm	3,324mm	COMPLY
	iv	Fuel tank capacity about about 280 litres		COMPLY
	v	Coooling system 40 litres		COMPLY
	vi	Crankcase 27 litres		COMPLY
	vii	Tandem housing 65 litres each		COMPLY
	viii	Hydraulic tank 38 litres		COMPLY
	ix	Circle drive housong 7 litres		COMPLY
	x	Front wheel spindle bearing housing 0.5 litres		COMPLY
3	ENGINE			
	i	Diesel engine, four strokes , direct injection, water cooled , turbo changed, with engine power management		COMPLY
	ii	Flywheel power output not less than 148kw (199hp)at 1,900 rpm		COMPLY
4	TRANSMISSION			
	i	Direct drive , power shift transmission with 8 speed forward and 6		COMPLY
	ii	Electronic shift control direction, speed proection		COMPLY
	iii	Single level to control direction, speed and parking brakes, inching pedal		COMPLY
	iv	Internal parking brake serviceable without removing transmission		COMPLY
	v	Diagnostic connector for easy troubleshooting		COMPLY
	vi	Resiliently mounted to read frame		COMPLY
	vii	Low effort o9n shift lever and inching pedal		COMPLY
5	FRONT AXLE			
	i	Live spindle design		COMPLY
	ii	Uses large outboard bearings bathed in oil for high load carrying capability of the wheel assembly		COMPLY
	iii	Wheel spindle rotates inside sealed compartment		COMPLY
	iv	Minimum ground clearance 625 mm		COMPLY
	v	Minimum turning radius 7.4 m		COMPLY
	vi	Oscillation angle 32°	Oscillation angle 32°	COMPLY
6	TANDEM			
	i	Side wall trickness 16 mm inner, 18 mm outer	16mm, 18mm	COMPLY
	ii	Hieght at least 500 mm	506mm	COMPLY
	iii	Width at least 3200 mm		COMPLY
	iv	Drive chain pitch 51 mm		COMPLY

	v	Wheel axle spacing at least 1500 mm		COMPLY
	vi	Tandem oscillation 15° forward and 25° reverse	15° forward and 25° reverse	COMPLY
7	HYDRAULIC SYSTEM			
	i	Output 155litres per minute at 2100 rpm and 3500 psi	210.5L/min	COMPLY
	ii	Proportional priorities pressure compensated system		COMPLY
	iii	Maximum system pressure 3,500 psi		COMPLY
	iv	Standby pressure 450 psi		COMPLY
	v	Control spaced to allow use of several conrol at once		COMPLY
	vi	Lock valves built into all control vcalves and line releif valves for the blade lift circuit shall be incorporated into the control valve		COMPLY
	vii	Steering circuit shall be given priorty over implement circuit		COMPLY
	viii	Hydraulic hoses shall be made of heavy duty XT hoses and reliable		COMPLY
	ix	The hydraulic system shall have full flow filter		COMPLY
8	STEERING SYSTEM			
	i	Tilt adjustable steering wheel		
	ii	Two cylinder hydraulic steering with hand meeting unit		COMPLY
	iii	Minimum turning radius using front wheel steering, frame articulation and with optional differential unlock is 7.4 m		COMPLY
	iv	Steering range 50° left/right		COMPLY
	v	Articulation angle 20° left/right		COMPLY
	vi	Consistent steering response to the left and right		COMPLY
	vii	Large steer stops and steering relief valve hyelp prevent damage when an object is hit during full turn		COMPLY
9	FRAME			
	i	Flanged, box section design		COMPLY
	ii	Top and bottom plates constructed with width of 305 mm and 25 mm thick		COMPLY
	iii	Side plates with of at least 240 mm, 12 mm thick		COMPLY
	iv	Single piece top and bottom plates run from bolster to articulation joint		COMPLY
	v	Rear frame to have 2 box sectioned channels integral with fully weided differential case		COMPLY
10	DRAW BAR			
	i	Solid steel bars fabricated into Y-frame design		COMPLY
	ii	Height at least 125 mm		COMPLY
	iii	Width of at least 75 mm		COMPLY
	iv	Four shoes support circle		COMPLY
	v	All shoes have vertical and horizontal adjustment		COMPLY
	vi	To have 11 replaceable nylon composite wear strips between cycle and draw bar		COMPLY
	vii	To have 4 replaceable nylon composite wear strips between cycle and support		COMPLY
11	CIRCLE			
	i	Single piece ,rolled ring forging		COMPLY
	ii	Circle diameter 1530 mm		COMPLY
	iii	Blade beam thickness of at least 30 mm		COMPLY
	iv	64 mm uniformly spaced, flame cut teeth		COMPLY

	v	Teeth surface hardened on front 240 circle		COMPLY
	vi	Hydraulic Driven, circle drive motor		COMPLY
	vii	360^0 Circle rotation		COMPLY
12	MOLDBOARD			
	i	Fabricated from wear resistant , highy carbon steel		COMPLY
	ii	Length at least 3600 mm		COMPLY
	iii	Heght at least 600 mm		COMPLY
	iv	Thickness at least 20 mm		COMPLY
	v	Arc radius at least 410 mm		COMPLY
	vi	Throat clearance 120 mm		COMPLY
	vii	Cutting edges through - hardened curved steel with width at least 150 mm and 16 mm thickness		COMPLY
	viii	End bits are through - hardened curved stel with width aqt least 150 mm, 16 mm thickness to be fixed with 16 mm diameter bolts		COMPLY
	ix	3 side shift mountang locations for optional moundboard		COMPLY
	x	Heat treat side shift rails and replaceable metallic wear insert as optional		COMPLY
	BLADE RANGE			
13	.	Circle centre shift, 3 position link bar at le[redacted]		

	ii	Ripping depth at least 460 mm maximum			COMPLY
	iii	Ripper shank holders to be 5 with 533 mm spacing			COMPLY
16	OPERATION PLATFORM				
	i	Falling objects protective structure (FOPS- To meet SAE J396 JAN8 or ISO 3449- 1992)			COMPLY
	ii	Rollover protective structure (ROPS To meet SAE J396, SAE, J1040 MAY94 Or ISO 3471-1994)			COMPLY
	iii	Adjustable control console			COMPLY
	iv	Floor mat			COMPLY
	v	Fuse panel in steering control console			COMPLY
	vi	Gauges located on the front panel : articulation, brake air pressure (2) engine coolant temperature, engine oil pressure and voltmeter			COMPLY
	vii	Hand throttle			COMPLY
	viii	Horn switch			COMPLY
	xi	Hydraulic power steering			COMPLY
	x	Hydraulic implement conrols: articulation, centre shift, circle drive, left blade lift, right blade lift and wheel lean			COMPLY
	xi	Low- effect suspended foot pedals: accelerator, decelerator, inching pedal and service brakes			COMPLY
	xii	Seat, vinyl, static			COMPLY
	xiii	Seat belt			COMPLY
	xv	Service hour meter			COMPLY
	xvi	Tilt adjustsble steering wheel			COMPLY
	xvii	Transmission controls direction, speed and paring brake			COMPLY
	xviii	Proportional priorities pressure compensated system			COMPLY
	xix	Platform guard front and rear			COMPLY
17		BREAKING SYSTEM			
	17.1	Service Brakes			
		i	Shall be air actuated, oil disc brake located in each of the four wheel spindle housing		COMPLY
		ii	Sealed and adjustment free		COMPLY
		iii	Lubricated and cooled by tandem housing oil		COMPLY
	17.2	Secondary brake			
		i	Shall have separete circuits to left and right tandems so that malfunction of one circuit still leaves machine with at least half of originaaaaal braking capacity		COMPLY
		ii	Dual chamber air tank to provide air to actuate brakes at least 5 times affer engine and compressor stops		COMPLY
	17.3	Parking / emergency brakes			
		i	Multiple oil disc unit and located in the transmission on the output		COMPLY
		ii	Manually activated		COMPLY
		iii	Spring engaged, air pressure released		COMPLY
		iv	Engaged parking brake neutralises transmission		COMPLY
		v	In the event of total braking loss thye spring actuaqted parking/ emergency brake can be used to look wheels on any surface		COMPLY

18	ELECTRICAL SYSTEM			
	i	Two maintenance free batteries in lockable box cover		COMPLY
	ii	35 A alternator		COMPLY
	iii	Starting motor		COMPLY
	iv	Electric Horn		COMPLY
	v	Lights- headlamps stop and tail		COMPLY
	vi	Main disconnect switch		COMPLY
19	TYRES 14.00 X 24 with 9" X 24" Single piece rim or 10" X 24 " multi piece rims or 17.5X 25 with 13" X 25" single piece rims or 15" X 25 " multi rims			COMPLY
20	WARRANTY The manufacturer shall provide warranty certificate (booklet) which should			COMPLY
21	MANUALS AND PARTS CATALOGUE The following manuals, in English language and of current editions including			
	i	2 No. Illustrated workshop manuals for the motor grader		COMPLY
	ii	2.No. Illustrated operator's manuals for the motor grader		COMPLY
	iii	Spared parts catalogue with exploded diagrams for parts identification		COMPLY
	iv	Drawings, wiring and piping diagram		COMPLY
22	TRAINING The supplier/manufacturer shall provide specialised traing to operators on the correct usage of the motor grader			COMPLY

LOW COST-PER-HOUR OPERATION

Extended maintenance cycles, demand fan, and optional reversing fan keep your overall costs down.

CAB DESIGNED FOR COMFORT

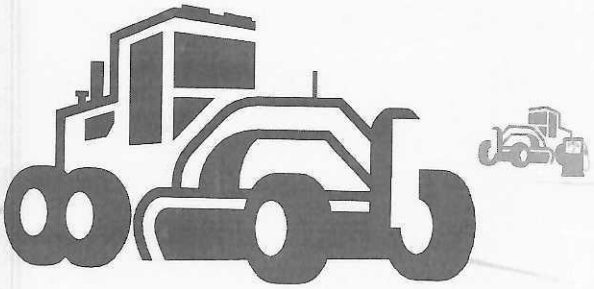
Boost productivity and efficiency with cab comfort options.

RELIABLE PERFORMANCE

Get precise, consistent blade movement with the Cat C7.1 engine and controls along with added traction with the AWD option.

WORK MORE... FUEL LESS

Get up to 5% fuel savings using Eco mode



SCENARIO:

COMPARED TO NOT USING ECO MODE

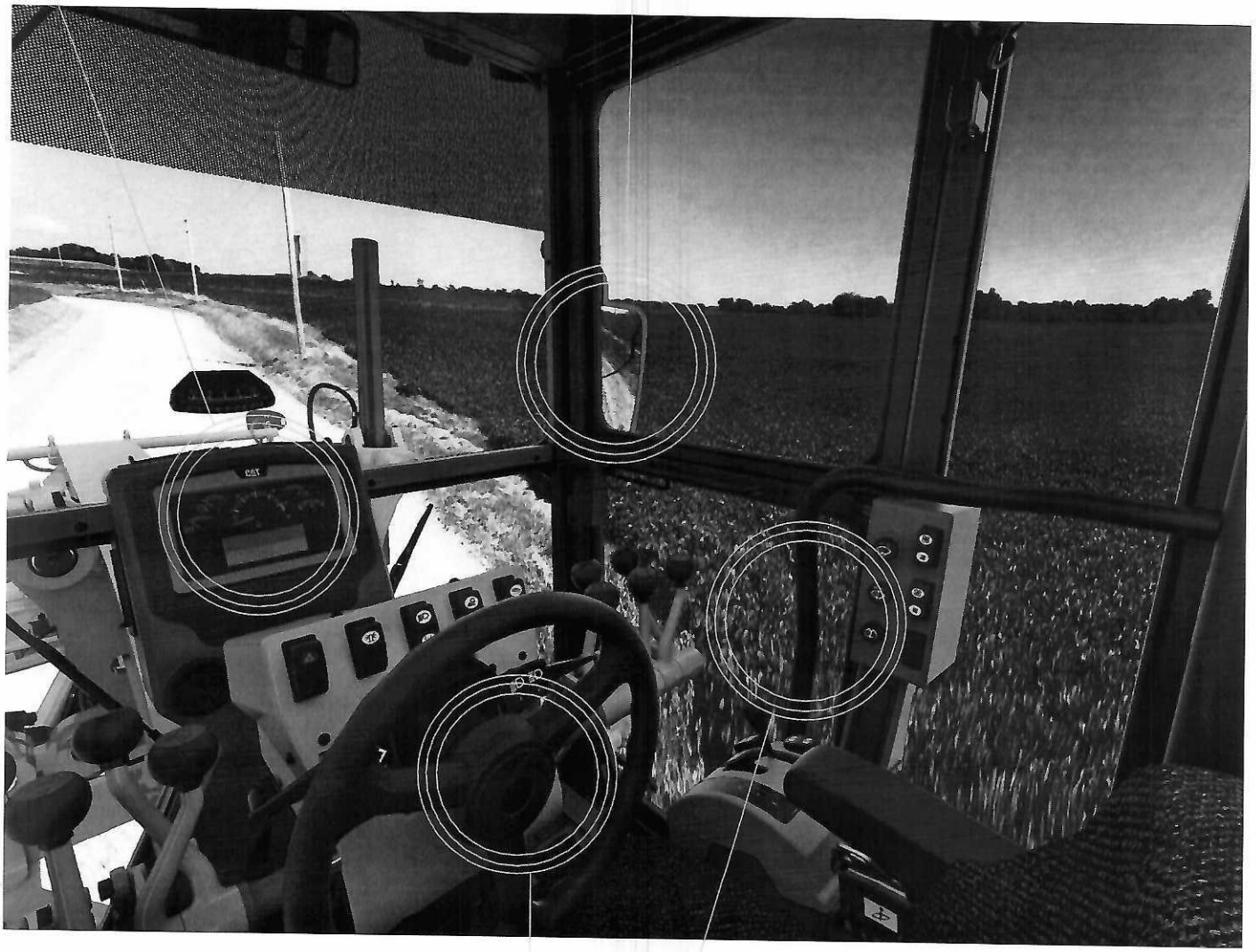


CONVENIENT SETTINGS

Get all the necessary settings information on the easy-to-read information display screen.

EXTRAORDINARY VISIBILITY

Side and rearview mirrors give you a broad view of the jobsite. The rearview camera option provides a wide view behind the machine for better visibility.



PRECISE CONTROLS

Become one with your machine using fast, accurate hydraulic controls to power through the job. The powershift transmission changes on the go to minimize shifting gear. AWD gives you more traction to handle rough terrain.

EASY ON AND OFF

Work safely using three points of contact when entering and exiting the machine with strategically placed walkways and grab rails.

THE NEW CAT® 140 GC

GO THE DISTANCE

The new **Cat 140 GC** motor grader combines performance with cost-efficient owning and operating. Servicing the machine is easy with grouped filter locations. Comfort options, including a heating/cooling system or air suspension seat, keep you productive throughout the day.



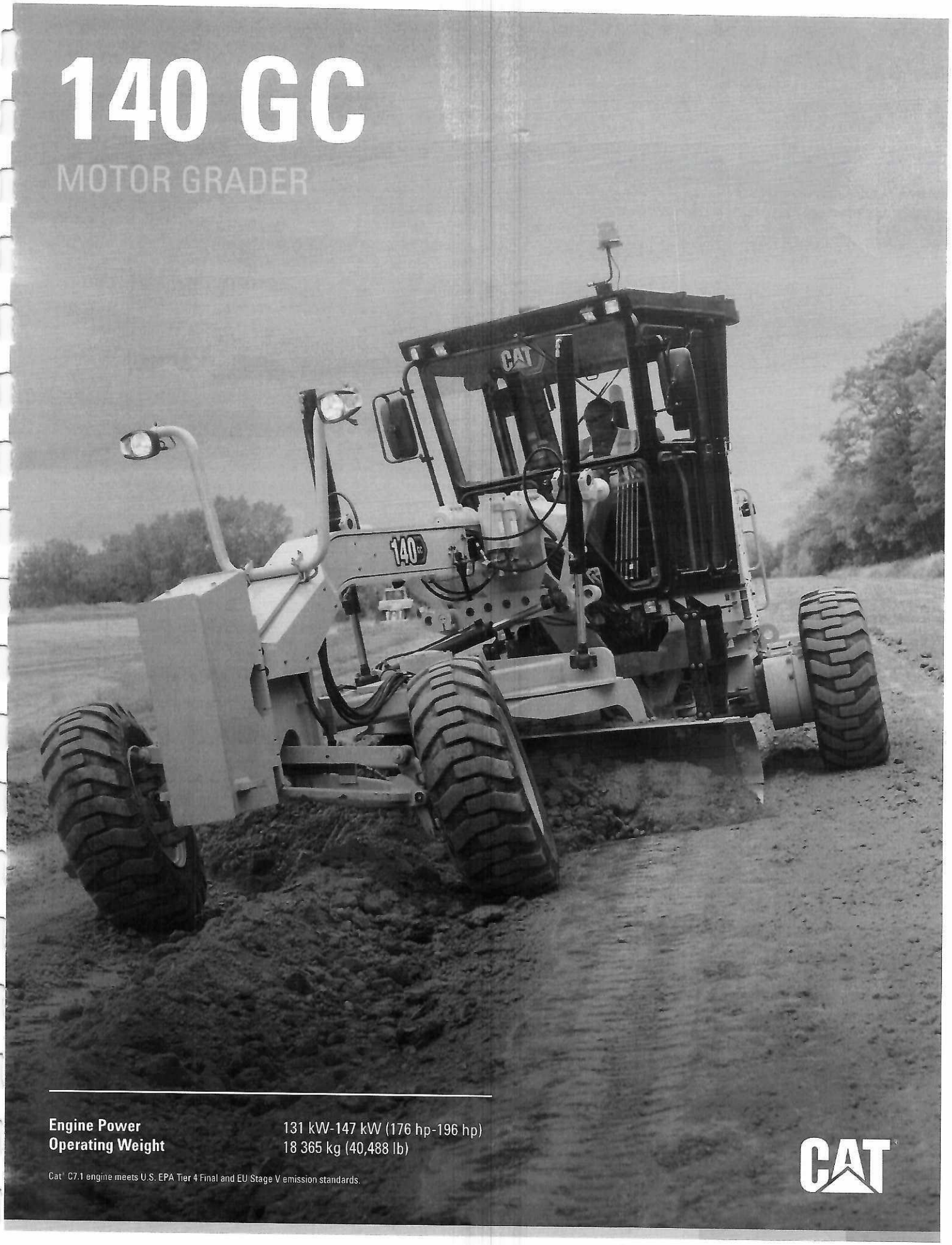
GRADING THE ROAD AHEAD

The new Cat 140 GC motor grader gets you to the ideal grade with simple-to-operate, quick, and accurate hydraulic controls.

+ GET THE PERFORMANCE YOU NEED IN THE CAT C7.1 ENGINE AND ALL-WHEEL DRIVE (AWD) OPTION
+ CAB OPTIONS FOR IDEAL COMFORT
+ EASILY MAINTAIN AND SERVICE

140 GC

MOTOR GRADER



Engine Power	131 kW-147 kW (176 hp-196 hp)
Operating Weight	18 365 kg (40,488 lb)

Cat® C7.1 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.

CAT

SEE YOUR INVESTMENT GO FURTHER

DESIGNED TO LAST

MAXIMIZE COMPONENT LIFE

Reduce daily greasing requirements and repairs to your circle and pinion with the Circle Saver option. The grease fitting is easy to access and maintain.

PRESERVE YOUR MACHINE

The circle drive slip clutch option protects your pinion drive and circle teeth from damage.

REDUCE DAMAGE

Keep your machine running smoothly in demanding applications with guarding. The standard transmission guard defends against damage from underneath the machine.





Hydraulic System

Type	Closed – Center	
Type (AWD)	Closed – Center	
Type Circuit	Parallel	
Pump Type	Variable Piston	
Output	24 150 kPa at 2,200 rpm	3,503 psi at 2,200 rpm
	0-155 L/min	0-40.9 gal/min
System Flow	0-155 L/min	0-40.9 gal/min

Transmission Hydraulic System

Type	Countershaft Torque Converter Powershift	
Lube Oil Pressure	20-90 kPa	3-13 psi
Pump Type	Gear	
Clutch Supply	78 L/min at 1600-1800 kPa	20.6 gal/min at 232-261 psi

Steering

Rated Metering Capacity	159 cc/rev	
Rated Metering Capacity (AWD)	231 cc/rev	
Front Steering Maximum Angle	47.5°	
Frame Steering Angle Left or Right	20°	

Front Axle

Lean Angle	18° Left and Right	
Oscillation	32° Total	
Ground Clearance at Center	610 mm	24.1 in
Ground Clearance at Center (AWD)	616 mm	24.3 in

Operating Specifications

Top Speed Forward	41.7 km/h	25.9 mph
Top Speed Reverse	24.0 km/h	14.9 mph
Turning Radius, Outside Front Tires	7.8 m	25.6 ft
Steering Range	47.5° Left and Right	
Articulation Range	20° Left and Right	
Forward		
1st	4.7 km/h	2.9 mph
2nd	8.2 km/h	5.1 mph
3rd	10.9 km/h	6.8 mph
4th	18.9 km/h	11.7 mph
5th	24.0 km/h	14.9 mph
6th	41.7 km/h	25.9 mph
Reverse		
1st	4.7 km/h	2.9 mph
2nd	10.9 km/h	6.8 mph
3rd	24.0 km/h	14.9 mph

• Machine speed measured at 2,250 rpm with 14.00R24 radial tires, no slip.

Base Machine Weight – Tier 3/Stage IIIA Equivalent

Weight*	14 310 kg	31,548 lb
Front Axle	4007 kg	8,834 lb
Rear Axle	10 303 kg	22,714 lb

*Base operating weight on standard machine configuration is calculated with full fuel tank, coolant, lubricants, operator open canopy and 14.0R24 tires on single-piece rims.

Base Machine Weight – India CEV Stage V

Weight*	14 570 kg	32,121 lb
Front Axle	4080 kg	8,995 lb
Rear Axle	10 490 kg	23,126 lb

*Base operating weight on standard machine configuration is calculated with full fuel tank, coolant, lubricants, operator open canopy and 14.0R24 tires on single-piece rims.

140 GC Motor Grader Specifications

Typically Equipped Machine Weight – Non-ROPS[1] – Tier 3/Stage IIIA Equivalent

Weight	16 620 kg	36,640 lb
Front Axle	4670 kg	10,295 lb
Rear Axle	11 950 kg	26,345 lb
Weight (AWD)	17 420 kg	38,405 lb
Front Axle (AWD)	5226 kg	11,521 lb
Rear Axle (AWD)	12 194 kg	26,883 lb

Typically Equipped Machine Weight – ROPS[2] – Tier 3/Stage IIIA Equivalent

Weight	17 390 kg	38,338 lb
Front Axle	5217 kg	11,502 lb
Rear Axle	12 173 kg	26,836 lb
Weight (AWD)	18 190 kg	40,102 lb
Front Axle (AWD)	5457 kg	12,031 lb
Rear Axle (AWD)	12 733 kg	28,071 lb

[1] Typically equipped operating weight is calculated with full fuel tank, coolant, lubricants, operator, push block, non-ROPS closed cab, rear ripper/scarifier, 3.7 m (12 ft) blade, 14.0R24 tires on multi-piece rims and other equipment.

[2] Typically equipped operating weight is calculated with full fuel tank, coolant, lubricants, operator, push block, ROPS closed cab, rear ripper/scarifier, 4.3 m (14 ft) blade, 17.5-25 MP tires on multi-piece rims and other equipment.

Typically Equipped Machine Weight – India CEV Stage V

Weight (Stage V)	17 650 kg	38,912 lb
Front Axle	4942 kg	10,895 lb
Rear Axle	12 708 kg	28,016 lb

Typically equipped operating weight is calculated with full fuel tank, coolant, lubricants, operator, push block, rear ripper, 4.3 m (14 ft) blade, tires on multi-piece rims (17.4-25 bias), ROPS cab with HVAC and other equipment.

Major Component Weights

Moldboard (with cutting edge)		
3669 mm × 610 mm × 20 mm (12 ft × 24 in × 7/8 in)	660 kg	1,455 lb
3669 mm × 689 mm × 20 mm (12 ft × 24 in × 7/8 in)	701 kg	1,545 lb
4279 mm × 659 mm × 20 mm (14 ft × 24 in × 7/8 in)	819 kg	1,806 lb
Guards		
Transmission	86 kg	190 lb
Fender	245 kg	540 lb
Push Plate	1005 kg	2,216 lb
Rear Ripper	983 kg	2,167 lb

Service Refill Capacities

Fuel Tank	297 L	78.5 gal
Diesel Exhaust Fluid (DEF)	16 L	4.2 gal
Circle Drive		
STD	2 L	0.5 gal
Slip Clutch	7.5 L	2 gal
Engine Crankcase	21 L	5.6 gal
Cooling System	40 L	10.6 gal
Hydraulic System	45 L	11.9 gal
Transmission	18 L	4.8 gal
Differential Group	33 L	8.7 gal
Tandem Box (Each)	62 L	16.4 gal
Front Axle Housing STD Only (Each)	0.5 L	0.1 gal

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 2.0 kg of refrigerant which has a CO_2 equivalent of 2.86 metric tonnes.

Tandems

Oscillation Front Up	15°
Oscillation Rear Up	25°

Service Brakes

Type System	Dual Circuit Hydraulic	
Type Brake	Multiple Oil Disc	
Number of Brakes	4	
Number of Disc Assemblies (each)	6	
Size (outer diameter)	355 mm	14 in
Size (inner diameter)	255 mm	10 in
Lining Area Per Brake	5749 cm²	226.3 in²

Parking Brake

Type System	Hydraulic Actuated
Type Brake	Disc Type
Slope Holding Ability	30% Grade
Meets ISO 3450:2011	
Secondary Brakes	Dual Circuit Control System, Applies Two Service Brakes

Moldboard

	Standard		Option 1		Option 2	
Width	3.7 m	12 ft	3.7 m	12 ft	4.3 m	14 ft
Height	509 mm	20 in	509 mm	20 in	543 mm	21.4 in
End Bit	152 mm	6 in	152 mm	6 in	152 mm	6 in
Cutting Edge	152 mm	6 in	200.7 mm	7.9 in	200.2 mm	7.9 in
Arc Radius	413 mm	16.3 in	413 mm	16.3 in	413 mm	16.3 in
Throat Clearance	112 mm	4.7 in	112 mm	4.7 in	112 mm	4.7 in

Drawbar Circle Moldboard

Range of Motion	Standard	
Lift Cylinders	2	
Maximum Depth of Cut	735 mm	28.9 in
Maximum Lift Above Ground	480 mm	18.9 in
Throat Clearance	112 mm	4.4 in
Circle Center Shift Cylinder		
Center Shift Right	728 mm	28.7 in
Center Shift Left	752 mm	29.6 in
Moldboard Side Shift Cylinder		
Side Shift Left	663 mm	26.1 in
Side Shift Right	512 mm	20.2 in
Blade Tip Cylinder		
Maximum Blade Tip Forward	40°	
Maximum Blade Tip Backward	5°	
Circle Drive	360° of Blade Rotation	
Link Bar	7 Positions to adjust the drawbar circle moldboard range of motion	
Drawbar Shoes	4 with replaceable wear strips	

Circle

Section	Rolled Ring Forging
Number of Teeth	64
Rotation	360°

Sound

Sound	ISO 6395:2008 ISO 6396:2008
Spectator Sound Level	106 dB(A)
Operator Sound Level	79 dB(A)

- The dynamic spectator sound power level measurements are performed according to the test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed.
- The dynamic operator sound pressure level measurements are performed according to the test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained.

Standards

ROPS FOPS	ISO 3471:2008 ISO 3449:2005 Level II
Steering	ISO 5010:2007
Brakes	ISO 3450:2011

Maximum Shoulder Reach Outside of Tires

Blade	3.7 m (12 ft)		4.3 m (14 ft)	
Right	1928 mm	75.9 in	2233 mm	87.9 in
Left	1764 mm	69.4 in	2201 mm	86.7 in

- An additional 300 mm (11.8 in) of reach can be achieved to the right or left by changing the side shift mounting bracket on the 4.3 m (14 ft) blade.

Ripper

Ripping Depth Maximum	410 mm	16.1 in
Ripper Shank Holder	5	
Ripper Shank Holder Spacing	500 mm	19.7 in
Machine Length Increase, Beam Raised	1170 mm	46.1 in

Rear Scarifier

Working Width	2137 mm	84.1 in
Number of Shanks	9	
Shank Spacing	250 mm	9.8 in
Scarifying Depth, Maximum	281 mm	11.1 in

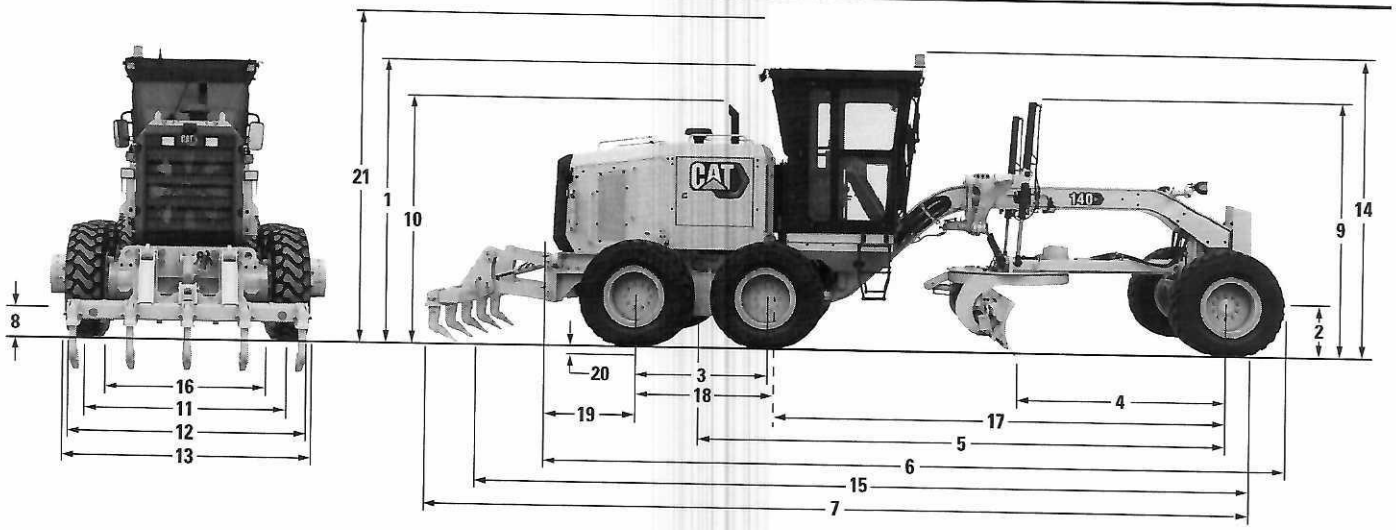
Electrical

Starting System Type	Direct Electric
Heavy Duty Battery	
CCA at –18°	1,400 amp
Volts	12V
Quantity	2
Standard Battery	
CCA at –18°	900 amp
Volts	12V
Quantity	2
Standard Alternator	115 amps at 24V

140 GC Motor Grader Specifications

Dimensions

All dimensions are approximate.



1	Height – Top of Cab	3315 mm	130.5 in
2	Height – Front Axle Center		
	STD	610 mm	24.0 in
	AWD	616 mm	24.3 in
3	Length – Between Tandem Axles	1523 mm	60 in
4	Length – Front Axle to Moldboard		
	STD	2535 mm	99.8 in
	AWD	2500 mm	98.4 in
5	Length – Front Axle to Mid Tandem		
	STD	6137 mm	241.7 in
	AWD	6102 mm	240 in
6	Length – Front Tire to Rear of Machine		
	STD	8788 mm	346 in
	AWD	8735 mm	344 in
7	Length – Push Plate to Ripper	10 332 mm	406.8 in
8	Ground Clearance at Rear Axle	377 mm	13.3 in
9	Height to Top of Cylinders	3001 mm	118.1 in
10	Height to Exhaust Stack	3184 mm	125.3 in
11	Width – Tire Center Lines	2222 mm	87.5 in
12	Width – Outside Rear Tires	2493 mm	98.1 in
13	Width – Outside Front Tires		
	STD	2493 mm	98.1 in
	AWD	2638 mm	103.9 in
14	Maximum Height – with Attachments (Beacon and Antenna in Shipment Position)	3798 mm	149.5 in
15	Length – Push Plate to Raised Ripper	10 181 mm	400.8 in
16	Width – Inside Rear Tires	1777 mm	70.0 in
17	Length – Front Axle to Articulation Hitch		
	STD	5327 mm	209.7 in
	AWD	5292 mm	208.3 in
18	Length – Rear Axle to Articulation Hitch	810 mm	31.9 in
19	Length – Rear Axle to Rear of Frame	1215 mm	47.8 in
20	Height – Tire Deflection at Performance Weight	65 mm	2.6 in
21	Maximum Height – with Attachments (Beacon and Antenna in Operating Position)	4139 mm	163.0 in

Optional Tire Arrangements

Rim Size	Wheel Group	Tires
9 x 24	Single-Piece	14.00-24
10 x 24	Multi-Piece	14.00-24
14 x 25	Multi-Piece	17.5R25
14 x 25	Multi-Piece	17.5-25

Note: Consult your dealer for individual tire width, size and brand.

MANTRAC CAT

Schedule of Requirements

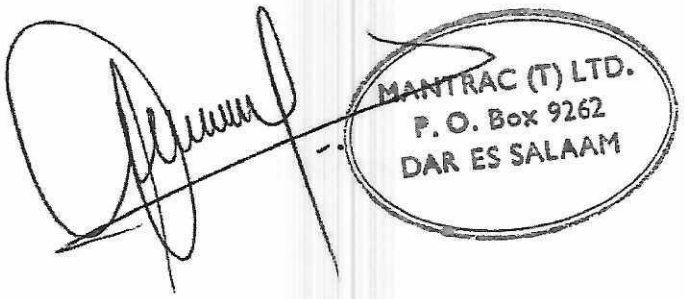
The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

I. at EXW premises, or
II. to the carrier at the port of shipment when the contract is placed on DDP terms,

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

Number	Description	Quantity	Delivery schedule (shipment) in months
1	Supply of One (1) Unit Motor Grader Caterpillar Model 140GC	1	4

Delivery is four months counting from the date of signing the agreement and receiving the advance payment.



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

SUPPLIER'S TENDER

MANTRAC CAT

Form of Tender

Date: 6th January 2022

To: Conservation Commissioner,
Ngorongoro Conservation Area Authority,
P.O Box 1, Ngorongoro Crater,
Arusha, Tanzania.

Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: **N/A**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Supply of One (1) Unit Motor Grader 165-199 Hp** in conformity with the said Tendering Documents for the sum of **Tanzania shilling Seven Hundred Ninety Five Million Six Hundred Thousand Only (TZS 795,600,000.00) VAT Exclusive**, 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 tenderers for the purpose of tender suppression.

We are hereby confirm **Tanzania Institute of Arbitrators,** to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes 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 tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender 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 Tenderers, 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 subcontractors 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.

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

MANTRAC
Plot 4A Nyerere Road
P.O. Box 9262
Dar es Salaam
Tel : +(255) 22 286 0160/1/2
Fax : +(255) 22 286 4294
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MANTRAC
Plot 122, Block J
P.O Box 277
Mtwara
Tel : + (255) 23 233 4685
Fax : + (255) 23 233 4684
Email : mtwara@mantrac.co.tz

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

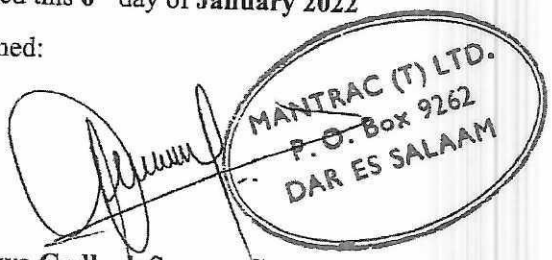
Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. 36

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

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 6th day of **January 2022**

Signed:



Butwa Godluck Sanga - General Manager Machine Sales

Duly authorized to sign Tender for and on behalf of **MANTRAC TANZANIA LIMITED**

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Fax : + (255) 23 233 4684
Email : mtwara@mantrac.co.tz

POWER OF ATTORNEY

POWER OF ATTORNEY
TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 4th January 2022,
WE the undersigned **MANTRAC TANZANIA LIMITED** of P. O. Box 9262 Dar es Salaam, by virtue of authority conferred to us by the Board Resolution No 1 of 4th day of January 2022, do hereby ordain nominate and appoint **BUTWA GODLUCK SANGA** of P. O. Box 9262 Dar es Salaam to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of **Tender No. AE/055/2021 – 22/HQ/TCRP/G/01 LOT 3** that is to say;

> To act for the company and do any other thing or things incidental for **Tender No. AE/055/2021 – 22/HQ/TCRP/G/01 LOT 3 – SUPPLY OF ONE (1) MOTOR GRADER 165 – 199 NGORONGORO CONSERVATION AREA AUTHORITY.**

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **MANTRAC TANZANIA LIMITED** and delivered in the presence of us this **4th Day of January 2022.**

IN WITNESS whereof we have signed this deed on this **4th day of January 2022** at Dar es salaam for and on behalf of **MANTRAC TANZANIA LIMITED**

SEALED and **DELIVERED** by the
Common Seal of **MANTRAC TANZANIA LIMITED**
This 4th Day of January 2022

MANTRAC (T) LTD.
P. O. Box 9262
DAR ES SALAAM

.....
DONOR

VELENA ANIPENDA CLEMENCE
Advocate, Notary Public & Commissioner for Oaths
P.O. Box 25934, Dar es Salaam

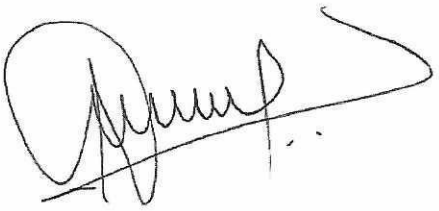
BEFORE ME
.....
COMMISSIONER FOR OATHS

In the Presence of Mr. Cyril Bonifacio
Signature: .....
Position: Business Planning and Operations Director – Finance
Mantrac Tanzania Limited, P. O. Box 9262 Dar es Salaam.

ACKNOWLEDGEMENT

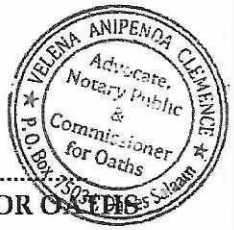
I **BUTWA GODLUCK SANGA** doth hereby acknowledge and accept to be Attorney of the said MANTRAC TANZANIA LIMITED under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
BUTWA GODLUCK SANGA Identified
to me by MR. CYRIL BONIFACIO



.....
DONEE

BEFORE ME



.....
COMMISSIONER FOR OATHS

INTEGRITY FORM

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

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

This Company MANTRAC 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 tender, 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:_____

Name and Title of Signatory: BUTWA GODLUCK SANGA, GM MACHINE SALES

Name of Tenderer: MANTRAC TANZANIA LTD

Address: P.O. BOX 9262, DAR ES SALAAM

3 Policy

3.1 Key principles

3.1.1 Staff must not give, offer, promise, accept, request or authorise a bribe (or omit to take any other step that might amount to an offence under any applicable anti-bribery and corruption laws). Staff must also be aware that, under the UK Bribery Act 2010, it is an offence for a commercial organisation (such as the Group) to fail to prevent bribery by a person associated with it. All payments or gifts which might amount to bribery are forbidden under the terms of this policy and may result in the immediate dismissal of any staff involved in their payment or receipt and/or the termination of a business relationship.

3.1.2 Recklessness or "wilful blindness" in respect of any such incident is also likely to be in contravention of applicable laws and/or regulations and will amount to a breach of this policy.

3.1.3 A more detailed explanation of what constitutes a bribe is set out in paragraph 3.2 of this policy.

3.1.4 Bribery and corruption are also wholly incompatible with the Group's *Code of Business Ethics* attached and the general standards of probity expected of all of the Group's staff.

3.1.5 The Chief Executive Officer has primary responsibility for ensuring that the Group applies this policy appropriately.

3.2 What is a bribe?

3.2.1 A bribe is anything of value which is given, offered, promised, accepted, requested or authorised (directly or indirectly) for the purpose of inducing or rewarding a person to perform a relevant function or activity improperly, in breach of an expectation that a person will act in good faith, impartially or in accordance with a position of trust.

3.2.2 A bribe can take many (direct and indirect) forms, including cash, hospitality, expenses, reciprocal favours, gifts or employment or business opportunities.

3.2.3 An indirect benefit may also constitute a bribe, for example a benefit or advantage given or offered to an associate of a person, such as their relative or business partner, or channelled through an agent or other intermediary.

3.3 **What is corruption?**

3.3.1 Corruption or corrupt behaviour is any form of unethical business practice. Such behaviour may include the giving or receiving of bribes.

3.4 **Records and controls**

3.4.1 The Group maintains appropriate internal records and controls to evidence the legitimate business reasons for granting gifts or benefits to third parties and the frequency and nature of such gifts or benefits. Such internal records are maintained by the Finance Manager in each territory detailed in the organisational chart annexed hereto. Through maintaining accurate and transparent books, records and financial reporting, the Group intends to create a more difficult environment for anyone trying to implement or hide a bribe.

3.4.2 It is not permitted to establish accounts or internal budgets for the purpose of facilitating bribes or influencing transactions.

3.5 **Gifts and hospitality**

3.5.1 The Group's detailed policy on gifts and business entertainment is set out in the *Gifts, Rewards and Hospitality Policy* attached. As a general rule:

3.5.1.1 reasonable and appropriate hospitality (given and received); or

3.5.1.2 the giving of a ceremonial gift on a festival or at another special time or as token of thanks

will be acceptable where it is: (i) proportionate; (ii) in keeping with usual business practice; (iii) in furtherance of an identifiable and legitimate business purpose; (iv) in compliance with all applicable laws and regulations; and (v) properly recorded. Factors such as timing, relative value and effect on the recipient must also be considered.

3.5.2 Where the recipient of a gift or hospitality is a public official (or an associate of a public official), a stricter standard of behaviour is required. The term "**public official**" should be interpreted widely and should be taken to encompass, for example, members of local or national governments and officials or agents of international organisations. All staff should seek clearance from the relevant Territory Manager before offering, giving, accepting, promising, requesting or authorising gifts or hospitality in relation to a public official.

3.6 **Facilitation payments**

3.6.1 Facilitation payments are payments (usually small) made directly to public officials in order to facilitate routine government action.

3.6.2 Facilitation payments, whether they be large, repeated, planned or otherwise made, are not permitted under this policy and the Group will not condone them. If a facilitation payment is demanded, it should not be made and the relevant Territory Manager must be consulted in the first instance. Where a facilitation payment has been demanded, the relevant Territory Manager may consider such demand on a case-by-case basis, including having regard to whether there may be any element of duress involved in such demand.

3.6.3 Payments made through official government agency channels which are not for the direct personal benefit of an individual public official or employee are not prohibited for the purposes of this policy.

3.7 **Risk assessment**

3.7.1 The Group and each of its businesses must perform a risk assessment exercise to identify and address bribery and corruption risk. Risk assessments should be comprehensive, conducted on a periodic basis and identify staff and third parties who are considered to be higher risk (for example, those who operate in a high-risk jurisdiction, operate in a market sector that is perceived to be high-risk or who otherwise perform activities in connection with which there is perceived to be a high risk of bribery).

3.7.2 The Group must apply controls tailored to manage the risks identified through the risk assessment process and the appropriateness of such controls should also be considered and reviewed periodically. These controls should, amongst other things, include the taking of steps to ensure that all staff have received and understood the Group's policies in respect of bribery and corruption and where appropriate, should consider whether any training should be provided to staff in order to ensure that they fully understand the particular risks inherent within their business areas.

3.8 **Due diligence**

3.8.1 It is important that any company in the Group engaging a third party to act for, or on behalf of, the Group takes appropriate steps to ensure that the third party's actions and behaviour will not reflect poorly on the Group or expose the Group to potential criminal liability. Amongst other things, this means the Group must perform sufficient due diligence on third parties to ensure it is appropriate that they represent the Group.

3.8.2 A proportionate approach to such due diligence procedures should be followed, with particular care taken with respect to arrangements with consultants, agents or third parties who assist in securing business, arrange introductions to key business and government decision-makers, act according to local customs which are incompatible with this policy, or provide services in higher-risk jurisdictions. Each potential arrangement should be considered on a case by case basis.

3.8.3 Under circumstances where it is demonstrable that a third party has in place robust anti-bribery and corruption procedures, it would clearly be appropriate to place reliance on this, although the existence of such procedures of themselves alone should not be taken to obviate the need for any other due diligence to be undertaken.

4 Expectations of the Group

4.1 The prevention, detection and reporting of bribery and corruption is the responsibility of all employees throughout the Group.

4.2 It is vital that the Group's staff report suspected or actual instances of bribery or other corrupt practices, on a confidential basis, by contacting the relevant Territory Manager or Group HR Directors as set out in the organisational chart annexed hereto.

4.3 Any such reports will be received and handled in the strictest confidence and in accordance with the *Whistleblowing policy* set out in paragraph **Error! Reference source not found.** of the *Code of Business Ethics* attached.

5 Further guidance

5.1 Inevitably, decisions as to what is acceptable may not always be easy, particularly in the absence of minimum legal standards or where such standards are poorly enforced. If anyone is in doubt as to the propriety of an act or whether a potential act constitutes bribery or corruption, the matter should be referred to their immediate manager or supervisor or Compliance Officer.

5.2 The Group recognises that the risks it faces will change over time, which will in part be due to the changing nature and scale of the Group's activities and to the jurisdictions and market sectors in which it operates. The Group and its directors are committed to monitoring external and internal developments and changes and reviewing this policy periodically in the light of such changes.

5.3 Further guidance regarding what the Group regards as unethical can be found in the *Code of Business Ethics* attached.

6 **Review**

This policy is to be reviewed annually. The next review will be conducted in July 2015.

End...

PERFORMANCE BOND