

4. Form of Contract

THIS AGREEMENT made the 18th day of February, 2022 between THE TRUSTEES OF THE TANZANIA NATIONAL PARKS of P.O. BOX 3134 ARUSHA OF TANZANIA (hereinafter called "the PE") of the one part and MANTRAC (T) LIMITED OF P.O. BOX 9262 DAR ES SALAAM (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **PROCUREMENT OF 4 MOTOR GRADER, 4 EXCAVATOR AND 4 VIBRATOR SOIL COMPACTOR, CONTRACT NO. PA/037/TCRP/2021-2022/HQ/G/01** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **TANZANIA SHILLINGS EIGHT BILLION TWO HUNDRED FORTY FIVE MILLION SEVEN HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED ONLY (TSH. 8,245,792,800.00) VAT INCLUSIVE** (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) This form of agreement;
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiation
 - (d) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (e) the Schedule of Requirements;
 - (f) the Special Conditions of Contract;
 - (g) the General Conditions of Contract;
 - (h) the Technical Specifications;
 - (i) Forms of Securities
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 **TANZANIA SHILLINGS EIGHT BILLION TWO HUNDRED FORTY FIVE MILLION SEVEN HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED ONLY (TSH. 8,245,792,800.00) VAT INCLUSIVE** 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.

Sealed with the Common Seal of **THE TRUSTEES OF THE TANZANIA NATIONAL PARKS** and delivered in our presence this 18th day of FEBRUARY 2022.

Full Name: WILLIAM SIMON MWAKILEMA

Signature: 

Address: P.O Box 3134

ARUSHA

Designation: CONSERVATION COMMISSIONER

Full Name: Theophilo A. Mwanuzi

Signature: 

Address: 3134 Arusha

Designation: Asst. Conservation Commissioner

Sealed with the Common Seal of MANTRAC (T) LTD OF P.O. BOX

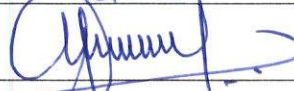
9262, DAR ES SALAAM and delivered in our presence this

18th day of February, 2022.

Full Name:

BUTWA GODLUCK SANGA

Signature:



Address:

Box 9262,

DAR ES SALAAM

MANTRAC (T) LTD.

P. O. Box 9262

DAR ES SALAAM

Designation:

General Manager Machine Sales

Full Name:

YOABU KAVYINZA

Signature:



Address:

BOX 9262

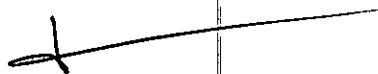
DAR ES SALAAM

Designation:

Parts Counter Analyst (PCA)



I.LETTER OF ACCEPTANCE

A handwritten signature or mark consisting of a horizontal line with a small vertical stroke at the left end, crossing the vertical line.



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM
TANZANIA NATIONAL PARKS



In reply please quote:

FA. 34/347/01

Ref. No:.....

26.01.2022

Date:.....

Mantrac (T) Limited,
P.O. Box 9262,
DAR ES SALAAM.

Re: AWARD NOTIFICATION FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/G/01

This is to notify you that your Tender dated 3rd January, 2022 for execution of the **Procurement of 4 Motor Grader, 4 Excavator and 4 Vibrator Soil Compactor** for the Contract Price of the equivalent of **Tanzanian Shillings Eight Billion Two Hundred Forty-Five Million Seven Hundred Ninety-Two Thousand Eight Hundred Only (Tzs. 8,245,792,800.00) VAT Inclusive**, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirm **National Construction Council**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 44.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

Authorized Signature:

Name and Title of Signatory: WILLIAM S. MWAKILEMA
CONSERVATION COMMISSIONER

Name of Agency: TANZANIA NATIONAL PARKS.

Copy: Appointing Authority, PPRA, TAU, CAG & Attorney General

II. MINUTES OF NEGOTIATION

TANZANIA NATIONAL PARKS



CONTRACT NEGOTIATION MEETING REPORT

BETWEEN

TANZANIA NATIONAL PARKS

AND

Mantrac (T) Limited,

DAR ES SALAAM

TANZANIA

**FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/G/01 for Procurement 4
motor grader, 4 excavator and 4 vibrator soil compactors**

JANUARY, 2022

MEETING:	Tuesday 10 th January, 2022
VENUE:	Virtual Meeting via Google meet
TIME:	13:25- 16:15 Local Hours

AGENDA OF THE MEETING

1. Opening of the meeting
2. Confirmation of Consultant's Representative(s) with written Power of Attorney
3. Adoption of the agenda.
4. Confirmation of Time Period (Duration)
5. Confirmation on quoted Price Scheduled
6. Discussion on payment mode and payment currency
7. Discussion on cost reduction
8. Confirmation on Related services to be provided and Warranty period
9. Any other business
10. Closing

ATTENDANCE

Members from the Client: TANZANIA NATIONAL PARKS

Name of Negotiators	Title in Organisation	Position
(i). Michael Joseph	SC- Civil Engineer	Chairperson
(ii). Faustine Sabatho	SC- Accounts	Member
(iii). Juma Nchakwi	PCA- Technician	Member
(iv). Asha Mvungi	SCA-Procurement	Member

Members from Supplier: M/s Mantrac (T) Limited

Name of Representative of the Consultant	Position in Assignment	Consultant
(i). Butwa Sanga	Sales Manager	Mantrac (T) Ltd

1. OPENING OF NEGOTIATION MEETING

The Chairperson Mr. Michael Joseph opened the meeting at 13:25hrs. He welcomed all members to the negotiation meeting (virtual) and all members introduced themselves. The chairperson explained that the purpose of the meeting was to negotiate on specific items as stipulated in the meeting agenda.

2. CONFIRMATION OF SUPPLIER'S REPRESENTATIVE(S) WHO HAVE WRITTEN POWER OF ATTORNEY TO NEGOTIATE AND SIGN CONTRACT ON BEHALF OF THE SUPPLIER.

The Chairperson requested leading member from M/s **Mantrac (T) LTD** to confirm if he had Power of Attorney (POA) to proceed with negotiation. **Mr Butwa Sanga** the Sales Manager of the firm confirmed he had been Authorized with POA to proceed with negotiation from the supplier and he has submitted evidence. After verification of Power of Attorney, the chairperson proceeded by asking each member to confirm if they had the Contract Negotiation Plan with the agenda for the meeting. All members confirmed to have the said document.

3. ADOPTION OF THE AGENDA

All Agenda were adopted as stipulated in the negotiation meeting plan submitted

4. CONFIRMATION OF TIME PERIOD (DURATION)

Description	Agreement
<p>MEMBERS requested supplier to confirm the contract time period (duration).</p> <p>SUPPLIER confirmed to deliver the said goods within the contract period.</p>	<p>The duration of the contract was agreed and confirmed to be Four (4) months from date of signed contract</p>

5. CONFIRMATION ON QUOTED PRICE SCHEDULED

<p>MEMBERS informed the supplier that the contract price will be as stipulated in the submitted price quote for the supply of goods.</p> <p>SUPPLIER confirmed that the total quoted price is Tsh. 8,685,036,000/- VAT Inclusive</p>	<p>The quoted price agreed: 8,685,036,000/- VAT Inclusive</p>
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6. DISCUSSION ON PAYMENT MODE AND PAYMENT CURRENCY

MEMBERS requested supplier to agree on the payment mode in percentage and payment currency

SUPPLIER agreed on the mode of payment to be as proposed below;

The payment was agreed based on the reported percentage and payment currency was agreed to be **TSH.**

Payment stages	Percentage Payment
<p>[1] Advance payment</p> <p>➤ After submission of Advance Payment bank Guarantee</p>	15%
<p>[3] Final payment</p> <p>➤ Immediately After delivery of all good,</p>	85%

	<p>certificate of acceptance will be issued to supplier in Seven (7) days.</p> <p>➤ Final payment will be made within Thirty (30) days</p>			
	Total		100%	

7. DISCUSSION ON COST REDUCTION

<p>MEMBERS informed the supplier to offer discount on the quoted price due to budget seal.</p> <p>SUPPLIER offered a discount of Tsh 439,243,200.00 VAT inclusive to be reduced from the Total quoted price of Tsh. 8,685,036,000/-</p> <p>Therefore, the new quotation price after discount was agreed to be Tsh. 8,245,792,800.00</p>	<p>All members agreed the discount offered</p> <p>Total fixed contract price will be Tsh. 8,245,792,800.00 VAT Inclusive</p>
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8. Confirmation on Related services to be provided and Warranty period

<p>MEMBERS requested the bidder to confirm on related services and warrant period to the goods to be supplied.</p> <p>SUPPLIER confirmed that the warrant period will be Two (2) years and the related services will be as follows;</p> <ul style="list-style-type: none"> ➤ Six (6) month or 4,000km services whichever comes first to all goods supplied ➤ Training to Tanapa drivers and Technicians immediately after delivery of all goods and before set into use. ➤ Supply of related filters at free cost to all goods within 4,000km 	<p>All members of the negotiation meeting agreed</p>
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9. ANY OTHER BUSINESS (AOB)

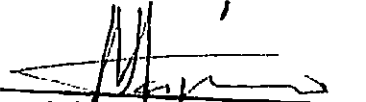
The chairperson asked if there were any AOB to be discussed

There were no any other Business to be discussed.

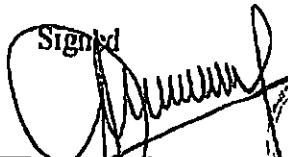
10. CLOSING OF THE NEGOTIATION MEETING

The Chairperson closed the negotiation meeting at 16:20hrs on Monday 10th January, 2022 by thanking all members for effective and successful negotiation and for being committed to finalize negotiation meeting.

Signed


Michael Joseph
Chairperson of Negotiation Meeting

Signed


Butwa SANCA
Supplier's Authorized Representative

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

Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported after discount

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid in accordance with ITT 15.6(c)(i) [TZS]	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6(c)(ii), [to be supported by documents] [TZS]	Unit Price net of custom duties and import taxes in accordance with ITT 15 (c)(iii) (Col. 6 minus Col.7) [TZS]	Price per line item net of Custom Duties and Import Taxes paid in accordance with ITT 15.6(c)(i) (Col. 5x8) [TZS]	Price per line item for inland transportation and other services required in the Procuring Entity's country to convey the goods to their final destination, as specified in BDS in accordance with ITT 15.6(c)(v) [TZS]	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6(c)(iv) [TZS]	Total Price per line item (Col. 9+10) [TZS]
1	CAT Motor Grader Model 140K	CHINA	5months	4	882,190,000.00	INCLUDED	882,190,000.00	INCLUDED	INCLUDED	1,040,984,200.00	4,163,936,800.00
2	CAT Hydraulic Excavator Model 320	CHINA	5months	4	507,600,000.00	INCLUDED	507,600,000.00	INCLUDED	INCLUDED	598,968,000.00	2,395,872,000.00
3	CAT Soil Compactor Model CS68B	CHINA	5months	4	357,200,000.00	INCLUDED	357,200,000.00	INCLUDED	INCLUDED	1,579,200,000.00	1,685,984,000.00
Grand Total Amount including VAT (18%)											8,245,792,800.00

Name: **BUTWA GODLUCK SANGA** in the capacity of **GENERAL MANAGER MACHINE SALES**

Signature of Tenderer: _____



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

Dated on **14th** day of **January 2022**

Note: In case of discrepancy between unit price and total, the unit price shall prevail.



The Offered price includes the followings for each machine:

1. Machines each as specified
2. 24 Months or 4000Hrs whichever comes first
3. Including Preventive maintenance service parts without oil for 4000hrs
4. 1 Year standard warranty and premier extended warranty of 24 months
5. Transportation to the final destination
6. Operators training for one week
7. One workshop manual per set of 4 units
8. One operation manual per set of 4 units
9. Grease Gun
10. Fire extinguisher
11. Basic tool set
12. 12months Vision Link Subscription



**III. THE FORM OF TENDER AND THE PRICE
SCHEDULE SUBMITTED BY THE
TENDERER**



1. Form of Tender

Date: 03rd January 2022

To: Conservation Commissioner,
Tanzania National Parks,
P.O. Box 3134,
Arusha, Tanzania.

Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos. PA/037/TCRP/2021 -2022/HQ/G/01 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **4 Motor Grader, 4 Excavator and 4 Vibrator Soil Compactor** in conformity with the said Tendering Documents for the sum of **TZS Eight Billion One Hundred Nineteen Million Three Hundred Forty Four Hundred Only (TZS 8,119,344,000.00) VAT inclusive** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We are hereby confirm National Construction Council, 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

MANTRAC

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MANTRAC

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MANTRAC

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Email : mhaya@mantrac.co.tz

MANTRAC

Plot 122, Block J
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Mtwara
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Fax : + (255) 23 233 4684
Email : mtwara@mantrac.co.tz



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:-

Name and address of agent Amount and currency Purpose of Commission or recipient or gratuities

NONE

NONE

NONE

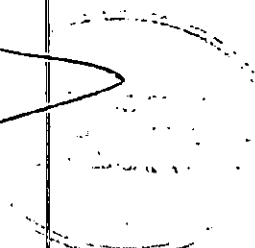
Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 03rd day of January 2022.

BUTWA GODLUCK SANGA



GENERAL MANAGER MACHINE SALES

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

MANTRAC

Plot 4A Nyerere Road
P.O. Box 9262
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Tel : + (255) 22 286 0160/1/2
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MANTRAC

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MANTRAC

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MANTRAC

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MANTRAC

Plot 122, Block J
P.O Box 277
Mtwara
Tel : + (255) 23 233 4605
Fax : + (255) 23 233 4684
Email : mtwara@mantrac.co.tz

Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid in accordance with ITT 15.6(c)(i) [TZS]	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6(c)(ii), [to be supported by documents] [TZS]	Unit Price net of custom duties and import taxes in accordance with ITT 15 (c)(iii) (Col. 6 minus Col.7) [TZS]	Price per line item net of Custom Duties and Import Taxes paid in accordance with ITT 15.6(c)(i) (Col. 5x8) [TZS]	Price per line item for inland transportation and other services required in the Procuring Entity's country to convey the goods to their final destination, as specified in BDS in accordance with ITT 15.6(c)(v) [TZS]	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6(c)(iv)) [TZS]	Total Price per line item (Col. 9+10) [TZS]
1	CAT Motor Grader Model 140K	CHINA	5months	4	916,500,000.00	INCLUDED	916,500,000.00	INCLUDED	INCLUDED	3,666,000,000.00	3,666,000,000.00
2	CAT Hydraulic Excavator Model 320	CHINA	5months	4	528,750,000.00	INCLUDED	528,750,000.00	INCLUDED	INCLUDED	2,115,000,000.00	2,115,000,000.00
3	CAT Soil Compactor Model CS68B	CHINA	5months	4	394,800,000.00	INCLUDED	394,800,000.00	INCLUDED	INCLUDED	1,579,200,000.00	1,579,200,000.00
Grand Total Amount without VAT (18%)											7,360,200,000.00

Name: BUTWA GODLUCK SANGA in the capacity of GENERAL MANAGER MACHINE SALES

Signature of Tenderer: _____

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

Dated on 03rd day of January 2022

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

The Offered price includes the followings for each machine:

1. Machines each as specified
 2. 24 Months or 4000Hrs whichever comes first Preventive maintenance service
 3. 1 Year standard warranty and premier extended warranty of 24 months
 4. Transportation to the final destination
 5. Operators training for one week
-
6. Workshop manuals per set of 4 units
 7. Operation manuals per set of 4 units
 8. Grease Gun
 9. Fire extinguisher
 10. Basic tool set
 11. 12 months Vision Link Subscription

PAYMENT TERMS:

Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:

1. Advance Payment: 15 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.
2. On Delivery: 80 percent of the Contract Price shall be paid within 30 days upon receipt of the Goods and upon submission of tax invoice and delivery note
3. On Acceptance: The remaining 5 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.

Partial payment on partial delivery is allowed, due to the larger variation of consignment arrival period to Tanzania.

IV. THE SCHEDULE OF REQUIREMENTS

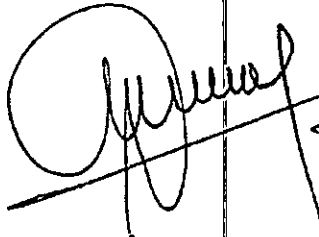
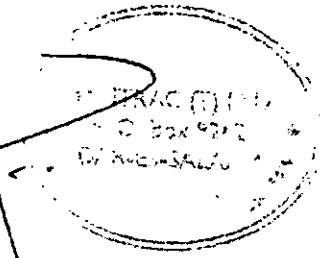


Schedule of Requirements

Below is the delivery period for all units listed below goods:

Number	Description	Quantity	Delivery schedule (shipment) in weeks
1.	Motor Grader model 140K	4	21 weeks
2.	Excavator model 320	4	21 weeks
3.	Vibrator Soil Compactor, model CS68B	4	21 weeks

Note: The given timeline is counting from the agreement signing date and upon receiving the advance payment, this timeline also covers all offered related items and services.

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 Email : mbeya@mantrac.co.tz

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SCHEDULE OF DELIVERY

Weeks		Activity
0 - 1		Securing factory order
2 - 12		Factory Production
13 - 21		Shipping
22		Clearing, Inspection and Delivering
23 - 24		Assembly, Commissioning and Training

Note: Counting starts after signing the agreement and receiving the advance payment

V. 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: The Trustees Of The Tanzania National Parks P.O. Box 3134 Arusha.
2.	1.1(j)	The Supplier is: Mantrac (T) Limited OF P.O. Box 9262 Dar Es Salaam
3.	1.1(q)	The Project is: Procurement of 4 Motor Grader, 4 Excavator and 4 Vibrator Soil Compactor Tender No.: PA/037/TCRP/2021-2022/HQ/G/01
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Tanzania.
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is: As specified by the dealer.
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be 10% of the contract sum and shall be in a form of Surety Bond from reputable insurance company
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
		Inspections and Tests (GCC 11)

9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC 12)		
10.	12.2	<p>The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
Delivery and Documents (GCC 13)		
11.	13.1	<p>For Goods supplied from abroad: Applicable</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii) One original plus four copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

		<p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Insurance (GCC 14)	
13.	14.1	The Insurance shall be in an amount equal to 10 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. Applicable
	Incidental Services (GCC 16)	
14.	16.1	Incidental services to be provided are: None.
	Spare Parts (GCC 17)	
15.	17.1	Additional spare parts requirements are:

		Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. Not Applicable
	Warranty (GCC 18)	
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be 6,000 hours of operation or 24 months from date of acceptance of the Goods or 14 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(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,</p> <p>or</p> <p>(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.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 14 days after reporting the defects.
	Payment (GCC 19)	
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in Tanzania Shillings in the following manner:</p> <p>(i) Advance Payment: 15 percent of the Contract Price shall</p>

		<p>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.</p> <p>(ii) On Shipment: percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10. Not Applicable</p> <p>(iii) On Acceptance: 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.</p> <p>Payment of local currency portion shall be made in Tanzania Shillings within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 15 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(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. Not Applicable</p> <p>(iii) On Acceptance: The remaining 85 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>

19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be in accordance with the rate published by the BOT prevailing on a date of signing this Contract. Not Applicable
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.1% of the contract sum per day of undelivered materials/goods value. Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	Arbitration institution shall be the National Construction Council. Place for carrying out Arbitration Arusha.
24.	33.1	Appointing Authority for the Adjudicator National Construction Council
	Notices (GCC 35)	
26.	35.1	<p>– PE's address for notice purposes: CONSERVATION COMMISSIONER, TANZANIA NATIONAL PARKS, P.O. BOX 3134 ARUSHA E-mail: cc@tanzaniaparks.go.tz psm@tanzaniaparks.go.tz</p> <p>– Supplier's address for notice purposes: MANTRAC (T) LIMITED P.O. BOX 9262 DAR ES SALAAM mantrac@mantrac.co.tz</p>

VI. THE GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The Contract" means the agreement entered into between the Procuring Entity (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			e) " Completion " means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			<p>f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days</p> <p>g) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.</p> <p>i) "Effective Contract date" is the date shown in the</p>

				Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.
			j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
			k)	"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			l)	"GCC" means the General Conditions of Contract contained in this section.
			m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
			n)	"SCC" means the Special Conditions of Contract.
			o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
			p)	"The Supplier " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			q)	"The Project Name" means the name of the project stated in SCC.
			r)	"Day" means calendar day.
			s)	'Eligible Country' means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
			u)	"Origin" means the place where the Goods were mined

			<p>grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
		<p>v)</p> <p>"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.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>w)</p> <p>The Supplier is the person, whether natural or legal, whose Tender to deliver goods or services has been,</p> <p>x)</p> <p>accepted by the Employer</p> <p>The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p> <p>y)</p>	

2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Tender, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

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

7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the PE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PE in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

10.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security shall be in one of the following forms:
			a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE; in the form provided in the Tendering Documents or another form acceptable to the PE; or
			b) A cashier's or certified check.
		10.4	The performance security will be discharged by the PE and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11.	Inspections and Test	11.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract; including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PE.

13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16.	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:
			a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e) Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the PE may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts: 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 Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.
21.	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
		b)	The method of shipment or packing;

			c) The place of delivery; and/or
			d) The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the PE's change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Subcontracts	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.

25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or

			b)	the Supplier fails to perform any other obligation(s) under the Contract;
			c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
			d)	the supplier has abandoned or repudiated the contract.
			e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
			g)	the Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; and
			For the purpose of this clause:	

		<p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.4	<p>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.</p>

28.	Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		28.2	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

29.	Termination for Insolvency	29.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
30.	Termination for Convenience	30.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.

		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
32.	Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	Replacement of Adjudicator	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a)	The supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
		b)	The aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement..

35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

VII. THE TECHNICAL SPECIFICATIONS

MOTOR GRADER 165-199 HP

TECHNICAL 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 less than 3,200 mm.
- iv. Fuel tank capacity about 280 litres
- v. Cooling system 40 litres
- vi. Crankcase 27 litres
- vii. Tandem housing 65 litres each
- viii. Hydraulic tank 38 litres
- ix. Circle drive housing 7 litres
- x. Front wheel spindle bearing housing 0.5 litres

3. ENGINE

- i. Diesel engine, four strokes, direct injection, water cooled, turbo charged, with engine power management.
- ii. Flywheel power output not less than 123 kW (165 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, 18 mm outer
- ii. Height at least 500 mm
- iii. Width at least 200 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 7.4 m
- 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 with width of 305 mm and 25 mm thick
- iii. Side plates with width of at least 240 mm, 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. Solid steel bars fabricated into Y-frame design
- ii. Height at least 125 mm
- iii. Width of 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 of at least 30 mm
- iv. Hydraulically driven, circle drive motor
- v. 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 and replaceable metallic wear inserts as optional

13. BLADE RANGE

- i. Circle centre shift, at least 725 mm right and at least 750 mm left.
- ii. Moldboard side shift: at least 660 mm right and at least 510 mm left.
Mouldboard side shift : hydraulic 7-position link-bar at least 1790 mm right and at least 1980 mm left
- iii. Maximum lift above ground 480 mm.
- iv. Maximum depth of cut 735 mm.
- v. Maximum blade position angle 65° for 3-position link bar and 90° for 7-position link bar
- vi. Blade tip range 40° forward and 5° backward.

14. SCARIFIER

- i. Type- V-type scarifier mid-mounted with working width at least 1180 mm.
- ii. Scarifying depth at least 230 mm maximum
- iii. Scarifier shank holders to be with at least 11 with 116 mm spacing.
- iv. Rear scarifier working width of 230 mm.
- v. Scarifying depth at least 260 mm.
- vi. Scarifier shank holders to be with at least 9 with 267 mm spacing.

15. RIPPER

- i. Rear mounted.
- ii. Ripping depth at least 460 mm maximum.
- iii. Ripper shank holders to be 5 with 533 mm spacing.

16. OPERATOR PLATFORM

- i. Falling Objects protective Structure (FOPS – to meet SAE J396 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 parking 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" x 24" single piece rim or 10" x 24" multi piece rims or 17.5 x 25 with 13"x 25" single piece rims or 15" x 25" multi piece rims

20. ACCESSORIES

To include, but not limited to tool box with standard set of spanners for minor repairs, service wrench kits, wheel spanners for front and rear wheels, hand grease pump, hydraulic jack heavy duty.

Consumable spare parts for at least 5 years must be provided together with service schedule indicating type of oil and other lubricants.

Details of after sales service facilities in Tanzania including availability of spare parts must be given.

21. 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.

22. 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.

23. TRAINING

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

PREPARED BY: A. M. MINGWENDA Signature..... *A. M. Mingwenda* Date 17.12.2021

CHECKED BY: ELIAS KAFUKU Signature..... *E. Kafuku* Date 17/12/2021

HYDRAULIC EXCAVATOR

Technical specifications

1.0 GENERAL:

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

2.0 DIMENSIONS AND WEIGHTS

2.1	Track width	2800 - 4000 mm
2.2	Track length	4000 - 5000 mm
2.3	Ground clearance	not less than 400 mm
2.4	Cab height	2800 - 3200 mm
2.5	Track gauge	2000 - 2600 mm
2.6	Digging depth	5000 - 7500 mm
2.7	Cutting height	8,500 - 10,300 mm
2.8	Loading height	5000 - 7000 mm
2.9	Minimum loading height	not less than 2000 mm
2.10	Bucket capacity	not less than 0.80 m ³
2.11	Operating weight	not less than 20,000 kg
2.12	Shipping height	not more than 3,500 mm
2.13	Shipping length (with bucket)	not more than 9,500 mm

3.0 ENGINE:

- 3.1 Diesel engine.
- 3.2 4-strokes, turbo charged, with displacement not less than 7.0 L.
- 3.3 Water cooled developing not less than 150 HP (110kW).
- 3.4 Automatic engine speed control.

4.0 DRIVE:

- 4.1 Planetary power shift transmission with two speed travel.
- 4.2 Variable shift control to be provided to match various machine applications.

5.0 ELECTRICAL

- 5.1 Heavy duty batteries.
- 5.2 All electric circuits shall be protected by re-settable circuit breakers or fuses.
- 5.3 Alternator: Brushless.
- 5.4 Alarm/Warning horn.

6.0 UNDERCARRIAGE

To include but not limited to Grease lubricated track GLT2, resin seal, Idler and centre section track guiding.

7.0 BRAKE SYSTEM

Meet criterion ISO 10265:2008.

Automatic swing parking brake.

8.0 SERVICE REFILL CAPACITIES

Fuel Tank not less than 300 L with a lockable cap.

9.0 HYDRAULICS

- 9.1 Hydraulic system with variable displacement pumps for a minimum of flow not less than 200L/Min.
- 9.2 Auxiliary valve section shall be standard.
- 9.3 Pilot operated controls for the boom, stick, bucket, swing and travel.
- 9.4 Externally hydraulic oil cooler.
- 9.5 Hydraulic reservoir sight gauge level indicator.

10.0 DRIVING PLACE

- 10.1 Air conditioner Cab.
- 10.2 Total view, easy access and lateral type levers, seat with adjustable dumping displacement and height control, adjustable armrest, interior lighting, Neutral lever(lock out) for all controls.

11.0 OTHER FEATURES

- 11.1 Seat belt.
- 11.2 Flashing beacon and work lights.
- 11.3 Reverse bleeper's, roads light and interlocking seat belt.
- 11.4 AM/FM radio with auxiliary in port for MP3/USB, antenna and two speakers.
- 11.5 One cab window that can also be an emergency exit.
- 11.6 Windshield wiper with washer.
- 11.7 FOGS (Falling object guiding structure), bolt-on Guard.

MSA/SA/OP/2021

PREPARED BY: A.M. MNGWENDA Signature [Signature] Date 17.12.2021

CHECKED BY: ELIAS KAFUKU Signature [Signature] Date 17/12/2021

VIBRATORY SOIL COMPACTOR

Technical Specifications

1. GENERAL

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

2. DIMENSIONS, WEIGHTS AND CAPACITIES

- i. Total operating weight shall be 14,300 – 15700 kg
- ii. Overall length: 6,000 – 6,600mm
- iii. Overall width : 2,300 – 2,500mm
- iv. Height at ROPS/FOPS Canopy, cab: 3,000 – 3,110mm
- v. Wheelbase: about 2,900mm
- vi. Inside turning radius: 3,600 – 3,680mm
- vii. Outside turning radius: 5,800 – 5,810mm
- viii. Fuel tank not less than 200 liters
- ix. Hydraulic tank not less than 50 liters
- x. Oil in axle and final drives not less than 15 liters
- xi. Eccentric weight housings not less than 25 liters

3. ENGINE

- i. Diesel engine, four stroke, four cylinders, turbocharged, displacement 4,400 CC.
- ii. Flywheel power output not less than 97kW (130 HP) at 2200 rpm

4. TRANSMISSION

- i. Two variable displacement piston pumps supply pressurized flow to two dual displacement motors, one pump and motor drives the drum propel system while the other pump and motor drives the real wheel.
- ii. Speeds (forward and reverse)
 - a. Low range about 8.0km/h
 - b. High range about 12.0km/h

5. STEERING

- i. Hydraulic power assisted.
- ii. Steering angle (each direction) $\pm 34^\circ$
- iii. Oscillation angle (each direction) $\pm 15^\circ$

6. FINAL DRIVES AND AXLE

- i. Hydrostatic with gear reducer to the drum, hydrostatic with differential and planetary gear reduction to each wheel.
- ii. Heavy duty fixed rear axle with a limited slip differential for smooth and quiet torque transfer.
- iii. Tires size: 587mm x 660mm (23.1"x26") or its equivalent.

7. VIBRATORY SYSTEM

- i. Drum width: 2100 – 2140mm
- ii. Drum shell thickness: about 30mm
- iii. Drum diameter: 1,500 – 1,540mm
- iv. Number of pads: about 120
- v. Eccentric weight drive: hydrostatic
- vi. Frequency high/low amplitude: 31 – 31.9/34Hz
- vii. Nominal amplitude high/low: 1.7 – 1.8/0.85mm
- viii. Centrifugal force maximum/minimum: 234 – 266/133 kN

8. FRAME

Fabricated from heavy gauge steel plate, rolled sections, and joined to the drum yoke at the articulation pivot.

9. BRAKING SYSTEM

9.1 Service Brakes

- i. To be closed loop
- ii. Hydrostatic drive system
- iii. Shall provide dynamic braking during operation

9.2 Secondary Brakes

- i. Shall be spring applied hydraulically released.
- ii. Multiple disc type mounted on the drum gear reducer.
- iii. Shall be activated by a button on the operator's causal.

10. ELECTRICAL SYSTEM

- i. Heavy-duty maintenance free batteries.
- ii. 100A alternator.
- iii. Starting motor.
- iv. Forward warning electric horn.
- v. Backup alarm – about 107dB.

PREPARED BY: A. M. MNGWENDA Signature: *[Signature]* Date: 17.12.2021
CHECKED BY: Elias Kasulya Signature: *[Signature]* Date: 17.12.2021

VIII. FORMS OF SECURITIES

1. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

2. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 18 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]