

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 AL MANSOUR AUTO, EA (TANZANIA) LTD of P.O. BOX 40557 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 12 DUMPING TRUCK 15 CUBIC MTRS, 4 LOW BED COMPLETE (TRAILER AND HORSE) AND 4 WATER BOWSER 15,000 LTRS. CONTRACT NO. PA/037/TCRP/2021-2022/HQ/G/02 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of TANZANIA SHILLINGS SIX BILLION THREE HUNDRED FORTY FIVE MILLION THREE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY ONLY (TSHS. 6,345,340,260.00) 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) Form of Contract,
 - b) Special Conditions of Contract,
 - c) General Conditions of Contract,
 - d) Letter of Acceptance,
 - e) Certificate of Contract Commencement
 - f) Specifications
 - g) Contractor's Tender,
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 SIX BILLION THREE HUNDRED FORTY FIVE MILLION THREE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY ONLY (TSHS. 6,345,340,260.00) 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

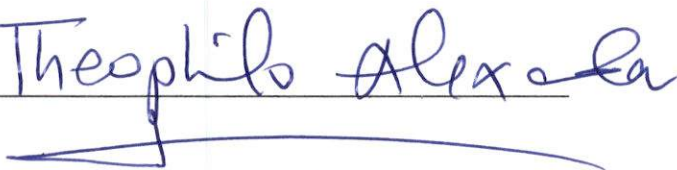
Signature: 

Address: P.O Box 3134

ARUSHA

Designation: CONSERVATION COMMISSIONER

Full Name: Theophilo Alexanda

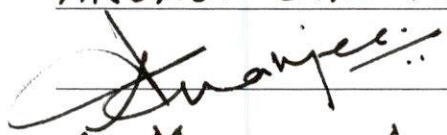
Signature: 

Address: 3134 Arusha

Designation: Asst. P. Conservation Commissioner

Sealed with the Common Seal of AL MANSOUR AUTO, EA
(TANZANIA) LTD of P.O. BOX 40557 DAR ES SALAAM and
delivered in our presence this 18th day of February
2022.

Full Name: ANURUP CHATTERJEE

Signature: 

Address: AL MANSOUR AUTO EA Tanzania. Ltd
DAR ES SALAAM

Designation: Country General Manager.

Full Name: SUKVINDER. S. SIAN

Signature: 

Address: Box 16355 ARUSHA

Designation: DIRECTOR (Dealer Arusha (vsn))



I.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.
	1.1(d)	The Start Date shall be within Fourteen (14) Days after Signing Certificate of Contract Commencement
	1.1(m)	The Intended Delivery Date shall be Ninety (90) days after the start date
2.	1.1(p)	The Supplier is: Al Mansour Auto, EA (Tanzania) Ltd P.O. Box 40557 Dar es Salaam
3.	1.1(q)	The Project is: Procurement of 12 Dumping Truck, 4 Low Bed Complete and 4 Water Bowser Tender No.: PA/037/TCRP/2021-2022/HQ/G/02
	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:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.</p>
	Delivery and Documents (GCC 13)	
11.	13.1	<p>For Goods supplied from abroad: 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;

		<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <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> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(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> <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.
	Incidental Services (GCC 16)	
14.	16.1	Incidental services to be provided are: None.

	Spare Parts (GCC 17)	
15.	17.1	<p>Additional spare parts requirements are:</p> <p>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</p>
	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> <ul style="list-style-type: none"> (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 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 (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>Payment of local currency portion shall be made in Tanzanian 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> <ul style="list-style-type: none"> (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. (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

		(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 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: AL MANSOUR AUTO, EA (TANZANIA) LTD P.O. BOX 40557 DAR ES SALAAM MACISUZU@mactanzania.com</p>

II. 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:	
			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.
			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 Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC
			e)	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			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
			g)	A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.
			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.
			i)	"Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.

		j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
		k)	"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		l)	"GCC" means the General Conditions of Contract contained in this section.
		m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
		n)	"SCC" means the Special Conditions of Contract.
		o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
		p)	"The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	"The Project Name" means the name of the project stated in SCC.
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
		t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
		u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

			<p>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.</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>w) 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>x) The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>y) The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p>
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2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <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> <ul style="list-style-type: none"> a) Submission of performance Security in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		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 waived 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: <ul style="list-style-type: none"> 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.

III. LETTER OF ACCEPTANCE



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



In reply please quote:

Ref. No: **FA.34/347/01**

Date: **02.02.2022**

Al Mansour Auto, EA (Tanzania) Ltd,
P.O. Box 40557,
DAR ES SALAAM.

Re: **AWARD NOTIFICATION FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/G/02**

This is to notify you that your Tender dated 3rd January 2022 for execution of the **Procurement of 12 Dumping Truck, 4 Low Bed Complete (Trailer and Horse) and 4 Water Bowser; Tender No. PA/037/TCRP/2021-2022/HQ/G/02** for the Contract Price of the equivalent of **Tshs. 6,345,340,260.00 (Tanzania Shillings Six Billion Three Hundred Forty Five Million Three Hundred Forty Thousand Two Hundred Sixty Only) 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.

TANZANIA NATIONAL PARKS



MINUTES OF NEGOTIATIONS FOR TENDER NO. PA/037/TCRP/2021-2022/HQ/G/02 FOR PROCUREMENT OF 12 DUMPING TRUCKS, 4 LOW BEDS COMPLETE AND 4 WATER BOWSERS

DATE: 11th January, 2022

TIME: 11:00 Am

VENUE: Virtual

1. ATTENDANCE

Name of Negotiators	Organisation	Position
(i). Michael Tarimo	TANAPA	Chairman
(ii). Juma R. Nchakwi	TANAPA	Secretary
(iii). Faustine Sabatho	TANAPA	Member
(iv). Asha Mvungi	TANAPA	Member
(v). Anurup Chatterjee	AL Mansour Auto EA (Tanzania) LTD	Member

2. OPENING

The Chairman called the meeting to order at 11:00 Am on 11th January 2022. He welcomed all members to the negotiation meeting (virtual) and all members introduced themselves. The Chairman explained that the purpose of the meeting was to negotiate on specific items as stipulated in the meeting agenda. He reminded members of the negotiation meeting that this negotiation was a crucial step in the procurement process in fulfilling procurement proceedings according to the law of Tanzania, and then declared the meeting Open.

After verification of Power of Attorney, the Chairman 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. ADOPTING THE AGENDA

The negotiation committee adopted the agenda as follows.

- Confirmation of Bidders Representative(s) who have written Power of Attorney to Negotiate and Sign Contract on behalf of the Bidder.
- Adoption of agenda.

- c) Confirmation of Time Period (Duration) of the assignment
- d) Discussion on payment mode and payment currency
- e) Discussion on the discount
- f) Confirmation on quoted Price Scheduled
- g) Confirmation on Related services to be provided and Warranty period
- h) Any Other Business

4. DISCUSSION ON THE AGENDA

i. CONFIRMATION OF TIME PERIOD (DELIVERY) OF THE ASSIGNMENT

The negotiation committee discussed and agreed with the supplier delivery time to be 90 days after signing of the contract between January 2022 up to April 18th 2022. As indicated in the price schedule table the goods are expected to be delivery at Tanzania National Parks before 18th April, 2022.

ii. CONFIRMATION ON QUOTED PRICE SCHEDULED

The supplier presented the quoted prices as stipulated in the submitted price schedule in a bid (shown in the attachment).

iii. DISCUSSION ON PAYMENT MODE AND PAYMENT CURRENCY

Agreed Payment mode

- **Advance Payment:** Fifteen percent (15%) of the Contract Price after contract signature
- **On Acceptance:** The remaining Eighty five percent (85%) of the Contract Price after acceptance of goods as indicated in the contract.

Payment currency

The payment currency was agreed to be in Tanzanian Shilling

iv. DISCUSSION ON DISCOUNT

The supplier offered a total discount of TZS 38,491,600.00 i.e. from TZS 6,383,831,860.00 to TZS 6,345,340,260.00 VAT inclusive. This means that the total contract price will be TZS 6,345,340,260.00 VAT inclusive

The supplier shall resubmit a revised price schedule to reflect this change.

v. CONFIRMATION ON RELATED SERVICES TO BE PROVIDED AND WARRANTY PERIOD

The following After sales services were discussed by the committee agreed by both parties to be supplied with no additional cost.

- a) Warranty services for 36 months or 100,000 km for chassis and 12 month or 50,000 km on the body (whichever comes first)
- b) Free normal services for the first 15,000 km. The supplier will visit the parks to discuss service arrangements with the client as each park may have different arrangements
- c) Provision of Operation and maintenance manual for the trucks
- d) Provision of 10% discounts for the labour charges for the technical support trucks maintenance
- e) Training of trucks supervisors, drivers as well as Mechanics (The training plan/schedules will be discussed between the supplier and the client after the delivery of the trucks). This will include normal refresher training on regularly bases for supervisors, technical mechanics and drivers
- f) Provision of 15% discount for spare parts for the whole life of the truck's operations, this will include existing old trucks
- g) Provision of 10% discount for any truck which will repaired by the supplier
- h) Sponsoring goodwill visit trip to Kenya to visit the trucks assembling areas for 3-5 people

ANY OTHER BUSINESS

The chairperson asked if there were any AOB to be discussed, however, there were no any other business to be discussed.

5. CLOSURE

The Chairman closed the meeting at 13:02 pm on 11th January, 2022 by thanking the members for their active participation and valuable contributions

TANZANIA NATIONAL PARKS

Name: ALUS
 Signature: Asim Mures
 Designation: SCOP

AL MANSOUR AUTO EA (TANZANIA) LTD

Name: ANURUP CHATTERJEE

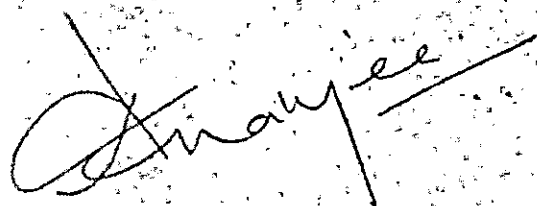
Signature: [Signature]

Designation: Country General Manager



Tender No. PA/037/TCRP/2021-2022/HQ/G/02

Model	Unit Price Quoted	UNIT Discount	Unit new price	Tot Units	Tot Value w/o VAT	Unit VAT	Tot VAT	Tot. Price
FVZ 16 T TIPPER	233869090	1165000	232704090	12	2792449080	41886736.2	502640834.4	3295089914
FVZ 15KL WATER BOWSER	295791170	1165000	294626170	4	1178504680	53032710.6	212130842.4	1390635522
GXZ TRACTOR & LB TRAILER	355108310	3495000	351613310	4	1406453240	63290395.8	253161583.2	1659614823
TOTAL	884768570	5825000	878943570	20	5377407000	158209843	967933260	6345340260


 ANURUP CHATTERJEE
 COUNTRY GENERAL MANAGER
 AL MANSOUR AUTO EA (TANZANIA) LTD



**IV.CERTIFICATE OF CONTRACT
COMMENCEMENT**

V.SPECIFICATIONS

DUMP TRUCK 15 TON

Technical Specifications

1. **General**
Brand New Dump Truck, maximum 12 months from date of manufacture.
2. **Main Dimensions and Capacity**
 - i. Gross Weight not more than 25,000 kg.
 - ii. Payload 15,000 kg.
 - iii. Ground Clearance 300 - 450 mm.
 - iv. Overall length 7,000 mm – 8,000 mm.
 - v. Overall width 2,400 mm.
3. **Engine**
Diesel engine, 4 strokes, Six cylinder, water-cooled, turbo charged, intercooled, developing 300 - 360 HP.
4. **Transmission**
6 x4 Wheel Drive, Synchromesh on all forward gears, 6-14 gear change range with two crawler gears and build in retarder with oil cooler and filter
5. **Suspension**
Parabolic leaf springs, front and rear with double acting telescopic shock absorber with ant roll bar.
6. **Steering**
Right hand drive, power assisted.
7. **Brake System**
Hydraulically operated or compressed air operated, Drum front and rear with ABS, parking brake mechanically operated on front and rear axles.
8. **Body**
Rust protected steel cabin with off-road cab package, heat insulated driver compartment, hydraulically operated steel tipping body and an automatic opening mechanism during tipping, Tipper material should be of Deep quarry tipper for heavy duty works,
9. **Fuel Tank capacity**
200 - 300 litres

10.

Tyres

Front 2x385/80x22.5 or equivalent.

Rear and Spare 9x315/80x22.5 or equivalent

11.

Accessories

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

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

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

WATER BOWSER 15,000 L

Standard Specifications

1.0 GENERAL

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

2.0 DIMENSIONS

i)	Minimum ground clearance	at least 250 mm
ii)	Overall length	not less than 7,000 mm
iii)	Overall width	not more than 2,500 mm
iv)	Loading capacity	15,000 litres

3.0 ENGINE

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

Dual element air cleaner,

Replaceable element oil filter.

Fuel filter shall have water separator device.

4.0 COOLING SYSTEM

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

5.0 ELECTRICAL

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

6.0 TRANSMISSION

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

7.0 SUSPENSION

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

8.0 STEERING

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

9.0 BRAKE SYSTEM

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

10.0 BODY

10.1 Rust protected steel construction cabin, tilt cab, forward control, heat insulated, and seat belts for driver and co-driver.

10.2 Chassis and under carriage shall be painted black.

11.0 WATER TANK

11.1 Capacity 15,000 litres.

11.2 Constructed with steel plates ≥ 3 mm by electric welding, elliptical cross-sectioned cylindrical tank, fitted with at least 2 buffers for stability.

11.3 Tank must be provided with suitable top filler manhole to be sufficiently large to allow access for inspection and maintenance.

10.4 Caution plate in English.

11.5 Loading by pumping and by normal feeding from upper manhole.

11.6 Emptying by pump and by gravity.

11.7 Pump capacity at least 2,500 litres/min.

11.8 Tank level gauge at rear of the tank.

11.9 With front and rear sprinkler.

12.0 FUEL TANK CAPACITY

Not less than 100 litres with a lockable cap.

13.0 WHEELS AND TYRES

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

14.0 ACCESSORIES

14.1 FOR THE WATER TANK

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

14.2 FOR THE VEHICLE

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

14.3 INSTRUMENTATION

- i. Engine oil pressure gauge
- ii. Ammeter and voltmeter
- iii. Coolant temperature gauge
- iv. Altimeter
- v. Fuel gauge to show level of fuel in tank
- vi. Speedometer/odometer/tachometer

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

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

TRUCK TRACTOR

Technical Specifications

1 General

The vehicle shall be new, unused, not more than 12 months from date of manufacture.

2 Weight and Main Dimensions

- | | | |
|-----|--------------------------|-----------------------|
| i) | Gross combination weight | 50,000 kg. |
| ii) | iii) Ground clearance | not less than 200 mm. |
| iv) | Seating capacity | 1 passenger. |

3 Engine

Diesel engine, 4 stroke, six-cylinder, in-line direct-injection diesel engine, developing not less than 290kW.

4 Transmission

6x4 wheel Drive.

Splitter & Range gearbox with crawler gear.

Semi Auto/Auto transmission with 12-14 speed forward and at least 2 reverse.

5 Steering

Right Hand Drive. Power steering with adjustable steering wheel provided with steering lock.

6 Brake system

Front/Rear

- Disc / drum brakes.
- Electro-pneumatic system.

Service

- Dual circuit air, automatic brake adjustment, heated air dryer, anti-lock brakes, ASR traction control, hill hold feature.

Secondary Parking

- Front, rear and trailer.
- Spring type brakes.
- Hand control operation.
- The parking brake indication should be provided in the cabin.

Trailer Exhaust brake

- Two lines, linked to accelerator with override.

7 Front Suspension

- Conventional multi-leaf spring with spring bolts and shackle.
- Double acting shock absorbers.

8 Rear Suspension

- Conventional multi-leaf spring with spring bolts and shackle.
- Double acting shock absorbers.

9 Chassis Frame

'C' channel section side members made of high-strength steel.

10 Body

- Air – conditioned.
- Cushioned driver seat.
- Driver seat adjustment-longitudinal and height-wise.
- The seat and steering wheel adjustments to enable short and tall drivers to adjust to their ideal driving position.
- Air inlets provided on cab to give effective and draught-free ventilation.
- Noise-insulated cab 67 to 70dB (A) while cruising.
- Wide-angle construction rear view mirrors.
- Convenient and safe boarding, wide antislip entry/exit footsteps
- Seat belt for driver & co-driver/Passenger.
- Fire extinguisher.
- Cab shell made of high-strength steel. External panels hot-dip galvanized and treated with anti-rust protection.
- Cab interior and upholstery provided with vinyl layer.

11 Electrical System

Voltage 24 volt
Negative insulated return.

Batteries 2x12 volt.

Electrical Distribution System

- Circuit breaker protection.
- 7 pin plug to be provided from the vehicle.
- Remote operated elevating system for front axle shaft in cabin.

Road lights

- Halogen headlamps, reversing lights, front fog lamp, side lights, and direction indicators.

Warning lights

- Emergency stop, main beam/flasher, parking brake light, hazard lights, engine brake light, differential lock light, reverse horn should be provided

12 Fuel Tank capacity

- Not less than 200 litres.

13 Wheels and Tyres

Wheels 9.00" x 22.5" or equivalent.

Tyres 315/80R 22.5 or equivalent.

14 Accessories

- Wheel nut spanner.
- Set of tools for minor repairs.
- Tyre inflation hoses with inflation gauge and adaptor on air reservoir.
- Hydraulic jack-30-tonne capacity.
- One front towing anchorage with bayonets-fitting.
- Electronically tuned radio SW/FM with CD player or USB port.
- Operator's manual in English.

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

CHECKED BY: ELIAS KAFUBA Signature..... Date 17/12/2021

3 AXLES LOW BED SEMI TRAILER

Technical Specifications

1 General

The Low bed semi trailer shall be new, unused, not more than 12 months from date of manufacture.

2 Dimensions and clearances

- Length
The maximum length of the semi-trailer shall not exceed 14 meters and the maximum length of the tractor semi-trailer combination shall be 18 meters.
- Width
The maximum width of the semi-trailer or full-trailer shall be 3 m.
- Height
The maximum height of the semi-trailer or full-trailer shall not exceed 3.1 m (laden or unladen).
- Gross Combination Weight
With suitable axles trailer to be not more than 56,000kg
- Slope
The semi-trailer should have a slope of about 0.5° to 1° in unladen condition.
- Clearances
When the tractor is coupled with the trailer, the following clearances should be maintained:
 - Vertical Swing Clearance
The tractor and trailer must be able to articulate at least ± 7 degrees in a vertical plane without any interference.
 - King pin height
The king pin height shall be less than a fifth of the wheel height of the prime mover.

3 Chassis

"I" Section of heavy duty and extra durability designed and welded by automatic submerged-arc processes.

4 Brakes

- The trailer shall have 2-line pneumatic braking system with palm

couplings, emergency valve (for applying brakes automatically in case leakage), automatic slack adjusters and quick release valves. All axles shall have ABS brakes.

- **Parking Brakes**

Trailers shall have mechanical parking brake on one axle.

5 Electrical System

The trailer shall have 24-volt electrical system. The electrical system shall have the following equipment:

- 7-pin connector with 7-core cable going all the way to water-sealed junction box at the rear end.
- Wiring covered in safety conduit and properly terminated so that no exposed loose wires are visible.
- Rear lights including turn, brake, and taillights.
- Side lights, at least 3 nos. on each side in amber color.
- Number plate light.
- Side and rear reflectors.
- Reverse horn shall be provided.

6 Suspension

The trailer shall have mechanical leaf spring suspension of suitable capacity on each axle. The suspension shall have adjustable tie-rods required for alignment of axles. Alternatively the trailer may have air suspension of suitable capacity.

- **Kingpin**

Semi-trailer shall have king pin of suitable size of SAE standard.

- **Landing Leg**

Semi-trailers shall have landing legs in the front. The landing legs should be of suitable capacity with gear mechanism to lift the loaded trailer when required. In the behind should be with manual support legs.

- **Loading ramp**

Back leg with air-hydraulic piston.

7

Tires

315/80 R 22.5 or its equivalent

8 Trailer Attachments and Accessories

- Side Protection/side bumper
- Spare Wheel Carrier

The trailer must have two spare wheel carriers. The spare wheel carriers may be of winch type or cage type and may be mounted above the deck.

- **Toolbox and Accessories**

The trailer must have a toolbox. The trailer should have at least the following tools:

- a) Hub nut spanner.
- b) Wheel nut spanner.
- c) Jack of sufficient capacity (30 tones).
- d) Traffic cones (at least 4).

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

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

VI.CONTRACTOR'S TENDER

ISUZU



**AL MANSOUR AUTO
EA (TANZANIA) LTD**

Plot No.137 Kipawa, Industrial Area, Ilala P.O Box 40557,
Dar-Es-Salam, Tanzania. Tel: +255 (0)22843997.
Email: MACISUZU@mactanzania.com
www.almansour.com.eg

11th January 2022

Form of Tender

Tanzania National Parks,
P.O. Box 3134
Arusha, Tanzania

Subject: Procurement of 12 Dumping Trucks, 4 Low Bed Complete and 4 Water Bowser.

REF: Tender No PA/037/ TCRP/2021-2022 /HQ/G/02

To: Dear Sir/Madam,

Having examined the Tendering Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

- (1) **12 Units of FVZ34N Tipper Chassis (Dump Truck)– priced per unit at 275,965,526.20 TZS Inclusive of VAT - Total Sum – 3,311,586,314.40 TZS (Total Sum for 12 units)**
- (2) **4 Units of FVZ 34 T Water Bowser (15,000 L) – priced per unit at 349,033,580.60 TZS Inclusive of VAT – Total Sum – 1,396,134,322.40 TZS (Total Sum for 4 units)**
- (3) **and 4 units GXZ 60 N Tractor Head with Lowbed Semi Trailer – priced at per unit at 419,027,805.80 TZS Inclusive of VAT – Total Sum – 1,676,111,223.20 TZS (Total Sum for 4 units)**

Total Sum for all UNITS is **6,383,831,860 TZS** (Six Billion, Three Hundred Eighty Three Million Eight Hundred and Sixty Tanzanian Shillings.)

in conformity with the said Tendering Documents for the sum of **6,383,831,860 TZS** (Six Billion, Three Hundred Eighty Three Million Eight Hundred and Sixty Tanzanian Shillings.) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We are hereby confirm **Anurup Chatterjee** 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

ISUZU



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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:-

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

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 Tuesday, 11th January 2022

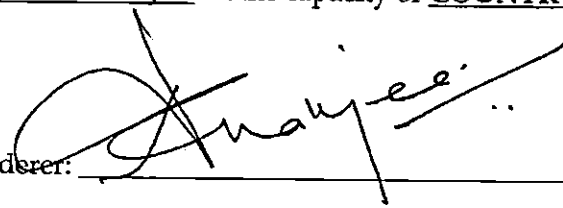

Anurup Chatterjee



Duly authorized to sign Tender for and on behalf of AL MANSOUR AUTO EA (TANZANIA) LTD

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)	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the PE's country to convey the goods to their final destination, as specified in BDS in accordance with ITT 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6(c)(iv)	Total Price per line item (Col. 9+11)
1	FVZ 34N TIPPER (DUMP TRUCK)	KIT FROM JAPAN ASSEMBLED IN KENYA	120 DAYS	12 UNITS FVZ 34N TIPPER	233,869,090 IN TZS	NIL	233,869,090 IN TZS	2,806,429,080 IN TZS	2,806,429,080 IN TZS	505,157,234.40 IN TZS VAT	3,311,586,314.40 IN TZS - TOTAL SUM FOR 12 UNITS INCLUSIVE OF VAT
2	FVZ 34T Water Bowser	KIT FROM JAPAN ASSEMBLED IN KENYA	120 DAYS	4 UNITS FVZ 34N TIPPER	295,791,170 IN TZS	NIL	295,791,170 IN TZS	1,183,164,680 IN TZS	1,183,164,680 IN TZS	212,969,642.40 IN TZS VAT	1,396,134,322.40 IN TZS - TOTAL SUM FOR 4 UNITS INCLUSIVE OF VAT
1	GXZ60N with Low Bed Trailer	KIT FROM JAPAN ASSEMBLED IN KENYA	120 DAYS	4 UNITS FVZ 34N TIPPER	355,108,310 IN TZS	NIL	355,108,310 IN TZS	1,420,433,240 IN TZS	1,420,433,240 IN TZS	256,677,983.20 IN TZS VAT	1,676,111,223.20 IN TZS - TOTAL SUM FOR 4 UNITS INCLUSIVE OF VAT
										20 UNITS	6,383,831,860 IN TZS

Name ANURUP CHATTERJEE in the capacity of COUNTRY GENERAL MANAGER

Signature of Tenderer: 

Duly authorized to sign the Tender for and on behalf of AL MANSOUR AUTO EA (TANZANIA)

Dated: TUESDAY, 11TH JANUARY, 2022



ISUZU



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11th January 2022

Schedule of Requirements

Tanzania National Parks,
P.O. Box 3134
Arusha, Tanzania

Subject: Procurement of 12 Dumping Trucks, 4 Low Bed Complete and 4 Water Bowser.

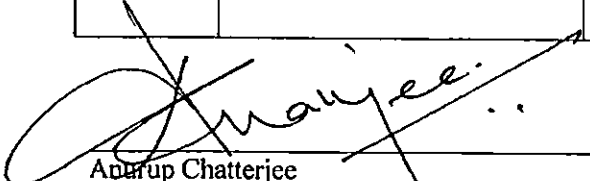
REF: Tender No PA/037/ TCRP/2021-2022 /HQ/G/02

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 FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP 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 weeks
1.	Dumping Truck	12	120 days / 17 weeks
2.	Low Bed Complete (Trailer and Horse)	4	120 days / 17 weeks
3.	Water Bowser	4	120 days / 17 weeks


Anurup Chatterjee
AL Mansour Auto EA (Tanzania) Ltd
Country General Manager
Anurup_Chatterjee@mactanzania.com / +255 688 780 286

