



Purchase Order

Dispatch via Print

Tanzania

6th Floor
International House
Shaaban Robert St./Garden Avenue
P.O.Box 9182
Dar es Salaam
Tanzania
Tel: 22 2112576
Fax: 22 21111668

PO Number TZA10-0000012567	Date 10/09/2013	Revision	Page 1
Payment Terms Immediate	Freight / INCOTERMS DES	Ship Via Common	
Buyer Alphonse Kisesebe alphonse.kisesebe@undp.org	Phone Tel: Fax:	Currency USD	
Approver Titus OSUNDINA			

Vendor: 0000001466
MANTRAC
PLOT 4A NYERERE ROAD
PO BOX 9262
DAR ES SALAAM
Tanzania

Ship To: 6th Floor
International House
Shaaban Robert St./Garden Avenue
P.O.Box 9182
Dar es Salaam
Tanzania
Tel: 22 2112576
Fax: 22 21111668

Bill To: 6th Floor
International House
Shaaban Robert St./Garden Avenue
P.O.Box 9182
Dar es Salaam
Tanzania
Tel: 22 2112576
Fax: 22 21111668

Ln-Sch Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
1-1 22101501E	Construction Equipment (Motor Grader - CAT 140K).	1.00	EA	10/09/2013	358,000.00	358,000.00

As per your offer in respect of ITB/TZA/2013/004 27 June 2013.

The Price stated in this Purchase Order (PO) excludes Duties and Import Taxes.

Arrange delivery of the equipment to Ruaha National Park - Iringa at your earliest.

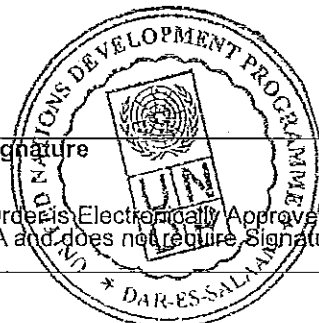
Upon receiving this PO, kindly submit dully signed and stamped ORIGINAL Proforma Invoice including Shipping Documents for UNDP Tanzania to initiate the process Duties and Import Taxes clearance.

Total PO Amount USD 358,000.00

This PO is subject to UNDP General terms and conditions.

Authorized Signature

This Purchase Order is Electronically Approved by Titus OSUNDINA and does not require Signature.





TAX INVOICE

Distribution
 WHITE - CUSTOMER
 PINK - ACCOUNTS
 BLUE - INTERNAL
 YELLOW - SECURITY
 GREEN - W/HOUSE

MANTRAC TANZANIA LIMITED
 Plot 4A, Nyerere Road,
 P. O. Box 9262, Dar es Salaam, Tanzania
 Tel: +255 22 2860160 - 2
 Fax: +255 22 2864284
 Email: mantrac@mantractanzania.com
 Website: www.mantractanzania.com

VRN: 10-006803-Y
TIN NO: 100-146-193

BRANCHES
 Moshi
 Tanga

MANTRAC TANZANIA LTD.

MPTZEPSM
 29/10/13 13:07:32

Customer Number: CT003954
 Customer Name : UNDP TANZANIA
 Customer Add. : BCK 9182
 DAR ES SALAAM
 TELL: 2668000

Invoice No: G001041-01
 Inv. Date : 2013/10/29
 VRN NO: 10-006803-Y

Customer PO: TZA10-0000012567
 Document NO: 0
 TIN NO: 100-146-193

INV LINE	TYPE	MODEL	ID NO	SERIAL NO	PART NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
001	P	140K	GN0008881	SZL01700	CA	1	358000.00	358000.00
Total Before Dis. :							358000.00	
Discount .00% :								
Total Before VAT:							358000.00	
VAT .00% :								
T O T A L:							358000.00	USD
Total in Local Currency:							590700000.00	

AACF538A6AFDC1F97F9C3ECCAFAB50855F5A0609/2910130710/03TZ740000314#590700000.00

0002_00001157

APPROVAL (Dept. Manager)	SECURITY OFFICER	GOODS DELIVERED BY	GOODS COLLECTED BY
VICE: <i>[Signature]</i> NAME: SIGN: DATE: 29-10-2013	NAME: SIGN: DATE:	NAME: SIGN: DATE:	NAME: SIGN: DATE: VEHICLE No.

TERMS: NET MONTHLY EXCEPT WHERE OTHERWISE STATED, ALL GOODS ARE CARRIED OR FORWARDED AT THE PURCHASERS RISK. THESE GOODS ARE NOT RETURNABLE EXCEPT BY PREVIOUS SPECIAL ARRANGEMENTS.

SEE TERMS OF TRADE OVERLEAF



GOODS DELIVERY NOTE

GDN^o 110326

RECEIVED TO	UNDP TANZANIA				
ADDRESS	BOX 9182 DAR-ES-SALAAM				
INVOICE No.	G00104101	VEHICLE OR TRUCK No.		DATED	29/10/2013
		Quantity Required	Quantity Supplied	Remarks	
	ONE NEW CATERPILLAR MOTOR GRADER MODEL 140K IS NO. GN0008881 S/N SZL01700	01	01	Machery as received as per delivery note and see attached report.	
	ONE IGNITION KEY	01	01		
				<p>FORMER PARTS WAREHOUSE GENERAL MANAGER P. O. Box 10000</p>	

Pendosarah Mswa 04/11/2013

JUMA HUSSEN

STOREKEEPER
[Signature]

DATE
07/11/2013

COLLECTED BY
[Signature]

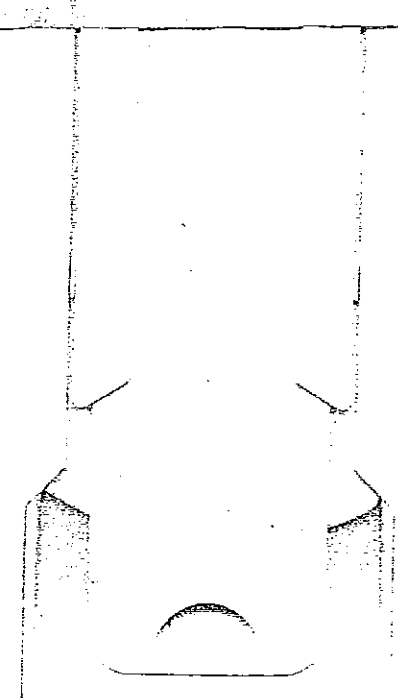
AUTHORISED

DATE

SIGNATURE DATE

Form G.D.1

White:- Customer Copy Pink:- Stores Coy Blue:- Accounts Green:-Security Copy Yellow:- Book Copy



THE PROJECT COORDINATOR,
SPANEST
P.O BOX 2404,
IRINGA.

Date: 21/11/2013.

PROJECT COORDINATOR
TANAPA / RUAHA NATIONAL PARK
P.O BOX 2404
IRINGA

Dear Sir,

RE: REPORT ON DELIVERY AND INSPECTION OF NEW MOTOR GRADER CAT 140K FOR USE IN RUAHA NATIONAL PARK.

The above heading is concerned.

A new motor grader has been supplied by MANTRAC TANZANIA LTD and delivery has been done in RUAHA NATIONAL PARK on 21/11/2013. The basic identification of this machine is as follows:-

MACHINE TYPE: CATERPILLAR 140K

MACHINE MODEL: MOTOR GRADER

PRODUCT IDENTIFICATION NUMBER: SZL01700

MACHINE CAPACITY: VHP 190

Upon thorough inspection of the specifications of this machine, we have realized that it has met all basic, important and necessary specifications which are similar to those set as standard specifications for our requirement here in Ruaha National Park. These specifications which we refer from as presented in the tender document are attached. The inspection report as per TEMESA Standards is also attached.

Therefore we are advising that the machine has been delivered in good condition and that it is good for the intended use in roads and other construction works in Ruaha National Park and TANAPA in general.

Your's faithfully,

Eng. E.N.S. MASAYANYIKA
PRINCIPAL ENGINEER
MIKUMI NAT. PARK
CHAIRMAN

Eng. Z. BAYONA
MECH. ENGINEER
TEMESA IRINGA
SECRETARY

J. R. NCHAKWI
TECHNICIAN
RUAHA NAT. PARK
MEMBER

S. P. SAMAMBA
ASSIST. TECHNICIAN
RUAHA NAT. PARK
MEMBER

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgment copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or alternative provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be accessed except by express written agreement of UNDP.

3. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoices any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately substantiated.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERMS 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order, payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

Inspection prior to shipment does not release the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trademark or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any claims or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trademark or trademark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export license, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- Secure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby;
- Refuse to accept delivery of all or part of the goods;
- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedient means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects (1980).

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through consultation, the consultation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred to either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award and released as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2. UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.



FELIX CLEMENCE

10/09/2015

Rept No 15302



Purchase Order

Dispatch via Print

Tanzania

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Shaaban Robert St./Garden Avenue
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Tel: 22 2112576
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Vendor: 0000001466
MANTRAC
PLOT 4A NYERERE ROAD
PO BOX 9262
DAR ES SALAAM
Tanzania

PO Number TZA10-0000012567	Date 10/09/2013	Revision	Page 1
Payment Terms Immediate	Freight / INCOTERMS DES	Ship Via Common	
Buyer Alphonse Kisesenebe alphonse.kisesenebe@undp.org	Phone Tel:	Currency USD	
Approver Titus OSUNDINA			

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Tanzania
Tel: 22 2112576
Fax: 22 2111668

Ln-Sch	Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
1-1	22101501E	Construction Equipment (Motor Grader - CAT 140K)	1.00	EA	10/09/2013	358,000.00	358,000.00

As per your offer in respect of ITB/TZA/2013/004 27 June 2013.

The Price stated in this Purchase Order (PO) excludes Duties and Import Taxes.

Arrange delivery of the equipment to Ruaha National Park - Iringa at your earliest.

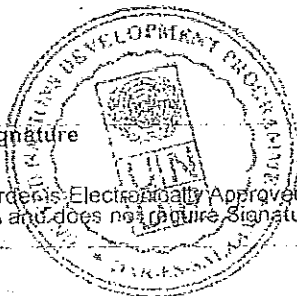
Upon receiving this PO, kindly submit duly signed and stamped ORIGINAL Proforma Invoice including Shipping Documents for UNDP Tanzania to initiate the process Duties and Import Taxes clearance.

Total PO Amount USD 358,000.00

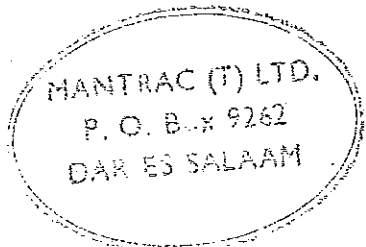
This PO is subject to UNDP General terms and conditions.

Authorized Signature

This Purchase Order is Electronically Approved by Titus OSUNDINA and does not require Signature.



FELIX CLEMENCE
Flomena U
10/09/2013





Ref: ITB/TZA/2013/004

Date: 12th September 2013

Dear Sir/Madam,

Subject: Debriefing - ITB/TZA/2013/004: Procurement of Construction Equipment (Motor Grader).

Thank you for participating in the bidding process for the above reference.

However, we regret to inform you that your offer was not successful. The tender has been awarded to the most competitive bidder.

Thank you for your interest in working with us and we look forward to your participation in future business opportunities.

Yours sincerely,



Hughes Motors (T) Limited,
P.O.Box 711,
ARUSHA.

E-mail: info@hughesmotorstz.com

Tel: +255 27 2553682 |3



Ref: ITB/TZA/2013/004

Date: 12th September 2013

Dear Sir/Madam,

Subject: Debriefing - ITB/TZA/2013/004: Procurement of Construction Equipment (Motor Grader).

Thank you for participating in the bidding process for the above reference.

However, we regret to inform you that your offer was not successful. The tender has been awarded to the most competitive bidder.

Thank you for your interest in working with us and we look forward to your participation in future business opportunities.

Yours sincerely,



Comprint International Limited,
P.O.Box 23401,
DAR ES SALAAM.

E-mail: comprinti@yahoo.com

Tel: +255 23 2402231 | 23 2402273 | 23 2402209



Requisition

Ship To: 6th Floor
International House
Shaaban Robert St./Garden Avenue
P.O.Box 9182
Dar es Salaam
Tanzania

Business Unit:	TZA10	APPROVED
REQ Number	Date	Page
0000010746	20/04/2013	1
Requester		
Leticia Kweba		
Tel:		
Fax:		
leticia.kweba@undp.org		
Approver		
Gloria Kiondo		

Line-Schd	Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
1-1	22101501E	E) Heavy construction machinery	1.0000	EA	20/04/13	350,000.00	350,000.00

Acc No	OU	GL Unit	Fund	Dept	Imp Agent	Donor	Project	Activity	Res Type	Percent	Amount
72210	TZA	UNDP1	62000	38205	001459	10003	00077042	ACTIVITY2		100	350,000.00

Buyer: Alphonce Kisesebe
<< Being procurement and supplying of motor grader for Ruaha >>

Please note: The amount is for budget purpose.

Line Total: 350,000.00

PO No. 0000012567

Total Requisition Amount: USD 350,000.00

Alphonce Kisesebe

Alphonce
10/04/2013

This order is subject to UN General Terms and Conditions available at WWW.UNDP.ORG, which can also be provided upon request.

Approval Signature

General

Submission history

Date/Time	Status	
10 Sep 2013 01:48:54	RCPO approved the case	Gerd Trogemann
09 Sep 2013 17:16:22	RACP Chairperson forwarded to RCPO to approve/reject	Blessed Chirimuta
09 Sep 2013 17:09:11	RACP Secretary added recommendation - Chairperson to finalize recommendation	Blessed Chirimuta
08 Sep 2013 15:44:50	Requester provided clarifications - RACP to review	Alphonse Kisesebe
08 Sep 2013 15:29:54	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
06 Sep 2013 14:37:03	Requester provided clarifications - RACP to review	Alphonse Kisesebe
06 Sep 2013 11:40:48	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
06 Sep 2013 01:59:27	Requester provided clarifications - RACP to review	Alphonse Kisesebe
05 Sep 2013 01:59:51	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
04 Sep 2013 09:41:14	Requester provided clarifications - RACP to review	Alphonse Kisesebe
04 Sep 2013 05:22:55	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
04 Sep 2013 04:37:53	Requester provided clarifications - RACP to review	Alphonse Kisesebe
04 Sep 2013 03:19:15	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
04 Sep 2013 02:38:45	Requester provided clarifications - RACP to review	Alphonse Kisesebe
03 Sep 2013 11:55:19	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
03 Sep 2013 02:38:35	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
03 Sep 2013 02:37:28	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
02 Sep 2013 09:37:36	Requester provided clarifications - RACP to review	Alphonse Kisesebe
30 Aug 2013 10:43:22	RACP Chairperson/RACP Secretary required clarifications - Requester to respond	Blessed Chirimuta
30 Aug 2013 05:16:55	RACP Secretary assigned to a meeting	UNDP/COlyeneabet
29 Aug 2013 18:16:25	RR/Head of BU endorsed and submitted to RACP for review	Alberic Kacou
28 Aug 2013 05:55:55	CAP Chairperson forwarded to RR/Head of BU for endorsement	Titus Osundina
26 Aug 2013 07:05:30	Requester submitted to CAP Chairperson for comments	Alphonse Kisesebe
Aug 2013 10:01:42	Requester saved as draft	Alphonse Kisesebe

Status

Case ID	Case tag	Status
0000003662	RACP-CRC-2013-TZA-RBA	RCPO approved the case
Selection process	Requester	Alternate requester
Competitive	Alphonse Kisesebe	

Other staff members to be notified

Basic information

Committee selection	Track selection	Selection process
RACP	Contract Review	Competitive
Type of review	Fast Track Process?	Region
Committee	No	RBA
Requesting unit	Head of organizational unit	
United Republic of Tanzania	Alberic Kacou	
Funding Source/Project ID	Funds available (In USD)	
TZA10-00077042	400,000	

Proposed Contract Or Amendment Information

Short Description of Requirement	
Construction Equipment - Motor Grader	
Category of Procurement	Type of contract
Goods	Purchase Order/Contract for Goods
Related previous cases	

Is this an amendment request?	Number of Previous Amendments
No	
Amount of this contract or amendment (In USD)	Currency of Payment(if different from USD)
358,000	US Dollar

Proposed Vendor(s)

Vendor Set ID	Vendor ID	Vendor Name	Country Of Origin	Contract Amount in USD
TZA10		Mantrac Tanzania Limited	Tanzania	358,000

Screening against UN Sanctions and Eligibility

Not listed in Screening against UN Sanctions and Eligibility

Is this an LTA?

No

Purpose of proposed contract or amendment (brief scope)

Procurement of Construction Equipment (Motor Grader) for SPANEST Project in Iringa Tanzania which is supported technically and financially by UNDP Tanzania under Na

Project Information

Modality of project execution

NIM

Name of Direct Beneficiary/End-user

Tanzania National Parks - SPANEST Project

Requirement generated from an Approved Procurement Plan for the project?

Yes

Project background

Tanzania National Parks (TANAPA) through the project 'Strengthening the Protected Areas Network in Southern Tanzania (SPANEST) has requested UNDP Tanzania to purchase a contract for the establishment of a National Park and other protected areas in Southern Tanzania. This project is being implemented through National Implementation Modality (NIM). The respective focal point in UNDP Tanzania reviewed the request from Tanzania National Parks (TANAPA), cleared and submitted to Procurement Services Unit for further processing. Essential documents such as Procurement Request, Request for Proposal (RFP) duly completed, authorized and submitted to Procurement Services Unit for the aim of undertaking procurement of the item. The respective Government Request (letter) and clear/need

Other relevant information

NA

Procurement Process Information

Procurement method (proposed submission resulted from)

ITB

Type of Competition

Open International Competition

Was prequalification/short-listing followed or vendors invited from pre-established roster?

Were all prequalified/short-listed bidders invited to submit bids?

No

As already mentioned above method of solicitation of bids was through open international competitive bidding.

Advertisement Method(s)

- UNDP Website
- UNDP CO Website
- Other National and Regional Newspapers

Issue date of bidding documents

03-Jun-2013

Deadline for submission (final date if there were extensions)

27-Jun-2013

Date of expiry of bids or expiry of original contract (in case of amendment)

04-Oct-2013

Was there a pre-bid meeting or site visit?

No

Evaluation Process

No. of bids received (Inc. late bids)

3

No. of Late bids received and returned unopened (if any)

Was there a public bid opening?

Yes

The public bid opening session was supposed to be held on the same day i.e. Thursday, 27 June 2013 immediately after closing time for receipt of bids, however, due to the Country Office and security restriction followed the upcoming of the US President to the United Republic of Tanzania, The opening session was postponed until Thursday, 27 June 2013. All bidders were informed accordingly.

Evaluation procedure employed

ITB - Lowest priced technically responsive

Details of evaluation process

The evaluation of bids was conducted following two stage process i.e. Preliminary and Detailed technical evaluation. UNDP officials (Procurement and Programme Team) in UNDP Tanzania and TANAPA participated in the evaluation process. As may be noted in the detailed evaluation report (attached) a total of three bids were received. All passed the preliminary evaluation process, however, in the detailed technical evaluation one bidder (Mantrac Tanzania Ltd) was determined responsive. Please refer detailed evaluation report for details.

No. of bids rejected during preliminary examination

0

No. of technically responsive bids after evaluation Date of opening of financial bids (for RFP).

1

04-Jul-2013

Overall Results of Evaluation, include all bids including those deemed technically non-compliant

Bidder Name	Country of Origin	Technical Score for RFP (Yes/No if ITB)	Original Bid Price	Final/corrected Bid Price	Combined Weighted Score for RFP (N/A if ITB)	Ranking
Comprint International	Tanzania	NO	130,000	130,000	N/A	3
Hughes Motors	Tanzania	NO	275,850	275,850	N/A	

Tanzania Limited					2
Mantrac Tanzania Limited	Tanzania	NO	358,000	358,000/IVA	1

Details of Technical and Financial Evaluation

Evaluation of bids

The bids were assessed at UNDP Offices on 10th July 2013 by the following Evaluation Team appointed by UNDP Management.

1. Fina Masaro - Procurement Associate (UNDP)
2. Alphonse Kisesebe - Procurement Assistant (UNDP)
3. Gemma Alliti - Programme Associate (UNDP)
4. Juma R. Nchakwi - Mechanical Technical Engineer for Ruaha National Park
5. Sadock Majabe - Procurement Officer for Ruaha National Park
6. Godwell Ole Meing'ataki - Project Coordinator for SPANEST project

Methodology

The two evaluation stage methods were employed as follows:

- a. Technical evaluation of offers to verify if they meet specification requirements.
- b. Prices of offers considered technically compliant.

Preliminary evaluation

Bids were examined to ensure compliance with administrative requirements stipulated in the bidding document without major deviations such as submission of Bid Security, proper sig persons, compliance with validity period and completeness of bid itself.

Results of the preliminary evaluation of offers are indicated as follows:

Table No. 1: Compliance of bidders versus Instruction to bidders

Particulars	Hughes Motors (T) Ltd	Mantrac (T) Ltd	Comprint Int'l Ltd
Compliance with pricing conditions set in the ITB	YES	YES	YES
Compliance with requirements relating to technical specifications, design/ features or the product's ability to satisfy functional requirements	YES	YES	YES
Compliance with Special and General Conditions specified by these Solicitation Documents	YES	YES	YES
Compliance with start-up, delivery or installation deadlines set by the procuring entity	YES	YES	YES
Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN	YES	YES	YES
Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc)	YES	YES	YES

Note that all bidders complied with all administrative requirement stated in the ITB.

Detailed technical evaluation

Having passed through the preliminary assessment, the offers were subjected to the comprehensive and detailed technical evaluation to determine substantive responsiveness in r specifications set forth in the tender document. The result of the detailed technical assessment is summarized as per below table 2.

Table No. 2

Particulars	TECHNICAL COMPLIANCE					
	BIDDER 1 Hughes Motors Ltd		BIDDER 2 Mantrac (T) Ltd		BIDDER 3 Comprint Int'l Ltd	
	Compliance	Specifications offered and bidder's statement of deviation (if any)	Compliance	Specifications offered and bidder's statement of deviation (if any)	Compliance	Specifications offered and bidder's statement of deviation (if any)
ENGINE	YES	Included	YES	Included	YES	Included
1) At least 80 BHP	YES	Included	YES	Included	YES	Included
2) Diesel used as fuel	YES	Included	YES	Included	YES	Included
3) ACERT technology with automatic engine derate & idle, control,	YES	Included	YES	Included	YES	Included
4) Engine Meets U.S. EPA & Tier 2 & EU Stage II emission standards,	YES	Included	YES	Included	YES	Included
5) Prescreened, Priming pump, resiliently mounted, Sediment drain.						
POWER TRAIN	YES	Included	YES	Included	YES	Included
1) Air cleaner, Dry type radial seal with, service Indicator and automatic, dust ejector,	YES	Included	YES	Included	YES	Included
2) Air to air after cooler,	YES	Included	YES	Included	YES	Included
3) Blower fan, Brakes, Oil disc, Four-wheel air, actuated, Differential with lock/unlock,	YES	Included	YES	Included	YES	Included
4) Multi-disc, Sealed, Oil-cooled,	YES	Included	YES	Included	YES	Included
5) Tandem drive Transmission						

6)	Power shift, Direct drive, with electronic shift control and Over speed protection, VHP (Variable Horsepower)						
	ELECTRICAL	NO	Alternator 30amp	YES	Included	NO	Alternator 30amp
1)	Alternator 95 ampere,	YES	Included	YES	Included	YES	Included
2)	Reversing lights,	YES	Included	YES	Included	YES	Included
3)	Batteries Maintenance free, 750 CCA Electrical system, 24 volt, Horn,	YES	Included	YES	Included	YES	Included
4)	Electric Lights, Stop, tail and Working & High beam light						
	OPERATOR CABIN	YES	Included	YES	Included	YES	Included
1)	Operator cab fitted with lockable doors,	YES	Included	YES	Included	YES	Included
2)	Accelerator, Control console, adjustable, Gauges cluster, Voltage gauge,	YES	Included	YES	Included	YES	Included
3)	Articulation gauge,	YES	Included	YES	Included	YES	Included
4)	Engine coolant temperature gauge,	YES	Included	YES	Included	YES	Included
5)	Air brake pressure gauges,	YES	Included	YES	Included	YES	Included
6)	Dual, Fuel level gauge,	YES	Included	YES	Included	YES	Included
7)	Guard rails,	YES	Included	YES	Included	YES	Included
8)	Operator station Load sensing hydraulic controls, Right/left blade lift,	YES	Included	YES	Included	YES	Included
9)	Circle drive, Center shift, Side shift, Blade tip,	YES	Included	YES	Included	YES	Included
10)	Front wheel lean, Articulation, Indicator lights,	YES	Included	YES	Included	YES	Included
11)	LH & RH turn lights,	YES	Included	YES	Included	YES	Included
12)	Low engine oil pressure light,	YES	Included	YES	Included	YES	Included
13)	Throttle lock light,	YES	Included	YES	Included	YES	Included
14)	Check engine light,	YES	Included	YES	Included	YES	Included
15)	Transmission filter bypass and check light,	YES	Included	YES	Included	YES	Included
16)	Center shift pin light,	YES	Included	YES	Included	YES	Included
17)	Brake air pressure light,	YES	Included	YES	Included	YES	Included
18)	Parking brake engaged light,	YES	Included	YES	Included	YES	Included
19)	Accurate fault light,	YES	Included	YES	Included	YES	Included
20)	Auto shift light,	YES	Included	YES	Included	YES	Included
21)	Key start/stop switch,	YES	Included	YES	Included	YES	Included
22)	Meter Hour,	YES	Included	YES	Included	YES	Included
23)	Power steering, Hydraulic,	YES	Included	YES	Included	YES	Included
24)	Seat Vinyl-covered,	YES	Included	YES	Included	YES	Included
25)	Static Seat belt						
26)	Steering wheel, Tilt & Adjustable,						
27)	Storage area Cooler/Lunch box,	YES YES	Included	YES	Included	YES	Included
28)	Throttle, Electronic control		Included	YES	Included	YES	Included
	TIRES, RIMS, AND WHEELS	YES	Included	YES	Included	YES	Included
	Tires on 229 mm (9") single piece rims are included in the base machine price and weight. Tyre size 14.00 - 24						
	FLUIDS	YES	Included	YES	Included	YES	Included
	Extended life coolant to -35C (-30F)						
	OTHER STANDARD EQUIPMENT	YES	Included	YES	Included	YES	Included
1)	CD ROM parts book.	YES	Included	YES	Included	YES	Included
2)	CD ROM workshop manual	YES	Included	YES	Included	YES	Included
3)	Circle drive slip clutch,	YES	Included	YES	Included	YES	Included
4)	Cutting edges, 6" x 5/8" (152mm x 16mm)	YES	Included	YES	Included	YES	Included
5)	Drawbar, 6 shoe with replaceable, nylon composite wear strips, Endbits, 5/8" (16mm),	YES	Included	YES	Included	YES	Included
6)	Frame, Articulated with safety lock,	YES	Included	YES	Included	YES	Included
7)	Fuel tank, 300 Lts or above (80. Gallon or above),	YES	Included	YES	Included	YES	Included
8)	Ground level engine shutdown, Unk bar, 7 position, Moldboard, 12' x 24" x 7/8", (3658mm x 610mm x 22mm) blade with	YES	Included	YES	Included	YES	Included
9)	Hydraulic side shift and tip,	YES	Included	YES	Included	YES	Included
10)	SOS port, Engine, Hydraulic, Transmission, and Cooling	YES	Included	YES	Included	NO	Not locked
11)	Tool box with padlock	YES	Included	YES	Included	YES	Included
12)	Vandalism protection Cap locks for hydraulic tank, Fuel tank, Engine and Transmission, oil check/fill	YES	Included	YES	Included	YES	Included
13)	Lockable battery boxes,						
14)	Radiator access cover						
15)	Mounted with Ripper						
15)	Machine selected should be familiar to African						

Environment especially Tanzania.

Outcome

In view of compliance assessment as per table 2 above, it was observed that:

Hughes Motors Tanzania Ltd (bidder No.1) has quoted for CASE Brand, Model: 845B VHP Motor Grader hence does not comply fully with technical specification especially alternator intended for use in rather remote areas of Tanzania and this deviation is considered substantive since if the electrical part of the equipment fails, there will be no quick solutions and money would be compromised.

MANTRAC Tanzania Ltd (bidder No.2) quoted for CAT Brand, Model: 140K Motor Grader. This model complied with technical specifications included in the tender document. Fortunately agency is currently using same brand which was acquired more than 10 years ago and has been functioning properly without problem. Mantrac Tanzania Ltd has various service centres in the region which is adjacent to Ruaha National Park.

COMPRINT International Ltd (bidder No.3) quoted for an unnamed Brand and Model. The evaluation Team took time to review other technical specifications and also noted that they do not match completely with the one specified in the tender document. This bidder was considered non-responsive and dropped from further consideration.

In view of the above observations, it is obvious that only Mantrac Tanzania Ltd responded positively to all specifications provided in the tender document by quoting the most appropriate equipment for the environment. However, in order to further assess its appropriateness with other aspects, further analysis between Mantrac Tanzania Ltd and Hughes Motors Tanzania Ltd offers was indicated in table 3 and 4.

After sales services

Table No. 3: Provision of Services after Sales

Particulars	BIDDER 1 Hughes Motors (T) Ltd		BIDDER 2 Mantrac (T) Ltd	
	Compliance	Specifications offered and bidder's statement of deviation (if any)	Compliance	Specifications offered and bidder's statement of deviation (if any)
Availability of parts must be easy.	NO	Limited availability of spare parts in Tanzania.	YES	Wide network in five Regions and local dealers
Technical assistance must not be a problem when needed.	NO	Is centralized in Arusha, has no branches country wide	YES	Complied
Proof of after-sales service capacity and appropriateness of service network	NO	Limited, only in Arusha and Morogoro	YES	Complied

Technical observations of the machines from submitted bidding documents

Table No. 4: Performance Output

Observation	CASE 845B Motor Grader	CAT 140K Motor Grader	REMARKS
Maximum output torque	758nm	996nm	The higher the torque the better the performance
Ground clearance	380mm	362mm	Higher ground clearance performs better in areas with rough terrain
Maximum driving speed	37.6km/p	46.8km/p	Higher speed will enable machine to move from one site to another easily

As may be noted, Mantrac Tanzania offered equipment with maximum output torque and maximum driving speed. More importantly with wide distribution centres country-wide for access parts. It is the view of Evaluation Team that the evaluation exercise has ended up with only one responsive bidder i.e. Mantrac Tanzania Ltd.

In line with the current streamlined procurement processes, although the process has ended with only one responsive bidder the outcome is still competitive since the opportunity is posted on the corporate Website as well. In this case only financial offer from responsive bidder i.e. Mantrac Tanzania Ltd was analysed.

Financial Evaluation

Table No. 5: Price

Prices in USD		Mantrac (T) Ltd P.O.BOX 9262 DAR ES SALAAM
Item description	Qty	Total Amount
Construction Equipment (Motor Grader)	1	358,000.00
Grand Total		358,000.00
Delivery Period		5 Weeks

Assessment of best value for money

In order to determine whether or not the price offered by Mantrac Tanzania Ltd provides best value for money, the following actions were undertaken.

- Mantrac Headquarters in United States of America was contacted to provide factory price of the equipment excluding shipping and other costs. Unfortunately, they could not provide a quotation nearby branch i.e. Mantrac Tanzania Ltd for provision of quotation. The same e-mail was also copied to Mantrac Tanzania Ltd.
- Search for recommendation and best price from have purchased similar equipment from Mantrac Tanzania Ltd was also undertaken. Fortunately, Iringa Municipal Council recently purchased similar equipment for TShs. 581,570,676.11 (equivalent to US\$ 363,482.00). In this case we are buying the same equipment for less than US\$ 5,482.00 as compared to the one month ago.
This price is inclusive of delivery of equipment to the respective site (about 600 kilometers from Dar es Salaam), onsite training and 12 months warranty period.
- Due to the fact that TANAPA is currently using more or less the same equipment from the same source, compatibility in terms of usage and serviceability is assured.

Recommendations

It is the opinion of Evaluation Team that it would be cost effective and value for money if Mantrac Tanzania Ltd could be awarded the contract for the supply 140K Motor Grader for exclusive use.

The specifications of this equipment fully conform to the requirements specified by the end user who also was represented in this evaluation process.

Qualifications Assessment of the proposed contractor

Mantrac Tanzania Limited is a sole dealer of Cartapilar equipments representing manufacturer based in United States of America whose Africa Regional Headquarters base been operating successfully in Tanzania for number of years and has been supplying Cartapilar Equipments to Government Institutions and Private Construction Company network of service centres countrywide where aftersales services including spareparts are available. This is among highly reputable company in Tanzania.

Mantrac Tanzania Limited are financially sound that is why they have categorically mentioned that payment will be done after delivery. The Current Financial Statements Include the above statement. Both Financial Statements and Company Profile are attached herewith for perusal.

Value for Money Analysis

- i. Mantrac Headquarters in United States of America was contacted to provide factory price of the equipment excluding shipping and other costs. Unfortunately, they could not nearby branch i.e. Mantrac Tanzania Ltd for provision of quotation. The same e-mail was also copied to Mantrac Tanzania Ltd.
- ii. Search for recommendation and best price from have purchased similar equipment from Mantrac Tanzania Ltd was also undertaken. Fortunately, Iringa Municipal Council received same specifications for TShs. 581,570,676.11 (equivalent to US\$ 363,482.00). In this case we are buying the same equipment for less than US\$ 5,482.00 as compared to the 6 months ago. This price is inclusive of delivery of equipment to the respective site (about 600 kilometers from Dar es Salaam), onsite training and 12 months warranty period.
- iii. Due to the fact that TANAPA is currently using more or less the same equipment from the same source, compatibility in terms of usage and serviceability is assured.

Quality Assurance and Contract Management Mechanism

The equipment will be delivered to the site 5 weeks after receipt of Purchase Order. The Company has provided Bid Security which among other things protect the Organization (UNDP No.130618GG2771TZ). The contract will be managed by Procurement and Programme Team in close liaison with end user.

The road construction equipment (CAT 140K Motor Grader) is internationally recognized and ISO certified. It is covered by 12 months warranty terms. The price include delivery to the

Risk Management

Payment will be done after delivery and acceptance by the end user. The equipment is covered by 12 months warranty period and is ISO certified. Mantrac Tanzania Limited has provided

Any other information concerning this case

NA

Attachments

Document Type	Document Title	C
Other Documentation (Confidential)	Bid Security for recommended vendor	Alphc
Other Documentation (Confidential)	E-mail Clarifications - ComPrint int'l	Alphc
Other Documentation (Confidential)	E-mail Clarifications - Hughes Motors	Alphc
Other Documentation (Confidential)	The evidence that the other bidders were in a position to quote for a grader with a 95 Amp alternator	Alphc
Other Documentation (Confidential)	Report from independent engineer	Alphc
Solicitation Document (Non-Confidential)	page 15, Annex VI	Alphc
Evaluation Reports (Technical and Financial) (Confidential)	Corrected last page of evaluation report	Alphc
Other Documentation (Confidential)	Note to the File	Alphc
Other Bids (As Necessary) (Confidential)	Technical Specifications - Hughes Motors Ltd	Alphc
Other Documentation (Confidential)	After Sales Services - Hughes Motors Ltd	Alphc
Other Documentation (Confidential)	Declaration of impartiality and Confidentiality (Fina Masaro)	Alphc
Advertisement Document (Non-Confidential)	Advert (UNDP Corporate Websites and UNGM)	Alphc
Other Documentation (Confidential)	2010 Audit Financial Statement for Mantrac Tanzania Ltd	Alphc
Other Documentation (Confidential)	2009 Audit Financial Statement for Mantrac Tanzania Ltd	Alphc
Other Documentation (Non-Confidential)	Request from Government including generic specifications	Alphc
Other Documentation (Non-Confidential)	Picture - 140K Motor Grader	Alphc
Other Documentation (Confidential)	Bid Security - 130618GG2771TZ	Alphc
Other Documentation (Confidential)	Letter from Iringa Municipal Council - Confirming price and suitability of equipment	Alphc
Recommended Vendor's Bid (Confidential)	Offer - Mantrac (T) Ltd	Alphc
Evaluation Reports (Technical and Financial) (Confidential)	Evaluation Report	Alphc
Other Documentation (Confidential)	Declaration of impartiality and Confidentiality Forms	Alphc
Bid Opening Record (Confidential)	Bid Opening Record	Alphc
Other Documentation (Non-Confidential)	Attendance Sheet for Bid Opening session	Alphc
Other Documentation (Confidential)	Bids Submission Record - Controlled by Registry	Alphc
Solicitation Document (Non-Confidential)	ITB (Procurement of Construction Equipment - Motor Grader)	Alphc
Advertisement Document (Non-Confidential)	Advertisements in local daily Newspapers	Alphc

Committee Review Report

Type of review	Meeting No.	Purpose
Committee	2013-0000002047	Construction Equipment - Motor

Case background

UNDP Tanzania requests into enter a contract with Mantrac Tanzania Limited (Tanzania) for the procurement of construction equipment (Motor Grader) for an amount of U\$ 5,482.00 through the project 'Strengthening the Protected Areas Network in Southern Tanzania (SPANEST) has requested UNDP Tanzania to purchase construction equipment for National Park and other protected areas in Southern Tanzania. This project is being implemented through National Implementation Modality (NIM).

Scope definition (TOR/Specifications/Statement of works)

Procurement of construction equipment (140 K Motor Grader) for SPANEST Project in Iringa, Tanzania.

Assessment of Procurement process

ITB was widely advertised on UNDP CO website, UNGM and local print medias from 27 June 2013 to 04 July 2013. Due to official visit of UNDP administrator to the country by the coming of the US President to the United Republic of Tanzania, public bid opening session was postponed for 4 September 2013. All bidders were informed accordingly. Membership consisted of 3 UNDP staff members and 2 technical experts from TANAPA and project coordinator of SPANEST, participated in the evaluation process. 3 bids

Assessment of Evaluation Process

The evaluation procedure consisted of a preliminary examination, followed by technical and financial evaluation. No bids were rejected during preliminary evaluation. During rejected at technical evaluation stage because the equipment offered did not comply with the requirement of a 95 Amp Alternator. The only responsive bidder Mantrac Tanzania was recommended for award.

Value for money

Effort to contact Mantrac Headquarters located in United States of America and obtain factory price of the equipment was undertaken, even if provision of quotation was not by Iringa Municipal Council recently purchased similar equipment with the same specifications for USD 363,482.00. The same equipment is bought for less than USD 5,482.00 by Iringa Municipal Council 6 months ago. The price is inclusive of delivery of equipment to the respective site (about 600 kilometers from Dares Salaam), onsite training and to contact Mantrac Headquarters to benchmark the price were futile as the company referred the CO to the local firm Mantrac.

Assessment of Quality Assurance Mechanism

TANAPA who is the project's executing agency is currently using same brand for 10 years. Delivery period is 5 weeks after receipt of Purchase Order. Bid Security has been provided to the Organization (UNDP) for non delivery. The road construction equipment (CA internationally recognized and ISO certified. It is covered by 12 months warranty terms. The price include delivery to the site and orientation to the users.

Assessment of Vendor qualifications

Mantrac Tanzania Limited is a sole dealer of Caterpillar equipments representing manufacturer based in United States of America whose Africa Regional Headquarters has been operating successfully in Tanzania for number of years and has been supplying Caterpillar Equipment to government institutions and private construction company network of service centers countrywide where after sales services and availability of spare parts is noted. Mantrac Tanzania Limited are financially sound.

Screening against UN Sanctions and Eligibility

The proposed vendors are neither in the Consolidated list of Individuals and Entities with Association to Terrorist Organizations nor in the List of Vendors Suspended or Rejected Procurement Division Vendor Roster.

Details of Quality Rating

Fair

Overall Quality Rating of Procurement comments

Assessment Criteria	Excellent	Good	Fair	Needs Improvement
Procurement Process & Evaluation or Justification for Direct Contracting			X	
Value for Money Analysis			X	
Quality Assurance & Risk Assessment			X	
Overall Presentation & Organization of Attachments		X		

Type of contract

Purchase Order/Contract for Goods

Committee's additional comments

The CO has now provided the responses to all the RACP comments and the major highlights are as follows;

- CO clarified that the consideration for specifying a 95 Amp alternator was based on engine size and rating speed.
- An independent mechanical engineer has also certified that based on his experience a 95 Amp machine would be a more appropriate machine to purchase and has higher engine
- RACP had initial concerns on the specification of a 95 Amp alternator which resulted in only a Caterpillar machine being technically qualified. Further due diligence by RACP has revealed alternator is not necessarily restrictive because there are other grader machines like John Deere which come with alternators of 100, 120 or 130 Amp. CO also established that one of the 95 Amp alternator machine. See attached letter from Comprint. RACP therefore agreed that the specification of 95Amp is therefore not restrictive.
- Committee had concerns with the composition of the evaluation team in which junior non technical UNDP staff members were part of the technical evaluation panel that included senior organization. A note to the file endorsed by the DCD/O explaining the circumstances on how the panel was constituted has been provided. Nonetheless CO Management should ensure properly constituted and if UNDP does not have the technical capacity then such expertise should be hired.
- CO also clarified that even though the machine has been purchased locally UNDP will not be paying any customs duties and taxes.
- The Procurement Officer is advised to be up to date with the latest corporate solicitation documents available on the intranet which were released last year.

Committee's recommendation

Based on the above observations and additional clarifications received the Regional Advisory Committee on Procurement recommends contracting Mantrac Tanzania for procurement of construction equipment (Motor Grader) for an amount of USD 358,000.

Chairperson recommends to APPROVE

Chairperson's optional comments

Further Clarifications

No.	Question(s)	Answer(s)
1	According to POPP "At a minimum, in order to establish the openness of the competition to the international market, the following conditions must be met: (a) The procurement opportunity was advertised or published in UNDP's corporate website (i.e., procurement advertisement page of www.undp.org); (b) The same was posted in the UN Global Marketplace (i.e., www.ungm.org);" Please kindly provide copies of the adverts on the Procurement Notices and UNGM websites to confirm that this procurement complies with the principle of effective international competition.	(a) YES. The procurement opportunity was advertised/published in UNDP's corporate website (i.e. procurement advertisement page of www.undp.org); Ref: this link: http://procurement-notice.undp.org/ . (b) YES. The same was posted in the UN Global Marketplace (i.e., www.ungm.org);* As may be verified by clicking the above link, if the advert is created in UNDP CO Website, the same goes direct in UNDP's corporate website and in the UN Global Marketplace (i.e., www.ungm.org) as well. Attached (first attachment in this Case) you will find a copy of advert (cf. advert No. 11569 - page 12 of 1) requested.
2	The ITB document used is obsolete as new solicitation documents were released in 2012. Why does the CO defy policy by continuing to use an ITB document that is not based on the current UNDP corporate ITB document.	This oversight has been noted and new templates will be used from now onwards.
3	The evaluation panel consisted of three UNDP Procurement Assistants and two staff members from Ruaha National Park (an engineer and a procurement officer) and the Project Coordinator for the project. i) Please clarify who on behalf of UNDP had the technical capacity to conduct the technical evaluation of this	i) The evaluation process took place when most of in-house experts including Practice Specialist (Mrs. G Lyatuu) who is a Mechanical Engineer by profession were out of the country on Mission. The Procurement Analyst was also away on mission in Johannesburg, South Africa. It also happened that the DCD (O) was away for mission as well. There was an urgency of finalizing the process from the very important implementation Partner to UNDP Tanzania, thus, the expertise of both TANAPA and SPANEST Project was called in. The National Project Coordinator for SPANEST is closely supervised by UNDP. Also note that not all the

Case Information

<p>expertise to conduct the technical evaluation of this equipment.</p> <p>ii) The three UNDP members of the panel were all non technical procurement people so what was their contribution in the technical evaluation process? According to POPP appointment of evaluation panel members shall be based solely on the technical qualification of the members to perform an objective assessment and independent judgement of the offers.</p> <p>iii) It is therefore very clear that this panel solely depended on the Engineer from Ruaha National Park in the technical evaluation process.</p>	<p>National Project Coordinator for SPANEST is closely supervised by UNDP. Also note that not all the procurement team was assistants, Ms. Fina Masaro, is Procurement Associate who has been certified and has a lot of technical experience in the area of procurement. We have however; taken note that in future, more technical experts from in-house should be involved in the evaluation regardless of the urgency of the process.</p> <p>ii) Procurement Team was led by Ms. Fina Masaro (Procurement Associate - GS6) who is UNDP Procurement Certified and has a lot of experience in the area of procurement and evaluation. The team's primary role was to ensure that the procurement guidelines are properly followed. They guided the process and ensured there was full transparency in the whole process. In addition, their role was to confirm whether or not the bids properly responded at minimum to the specifications set forth in tender documents. Their technical capabilities were assisted by external technical invitees from TANAPA and SPANEST Project.</p> <p>iii) No, the Panel did not entirely depend on Engineer from Ruaha National Park in the technical evaluation process. The team included, in addition to Ms. Fina Masaro (Procurement Associate), Mrs. Gemma Aliti (Programme Associate) who is the focal point for SPANEST Project in UNDP Tanzania and has in-depth knowledge and requirement of this equipment. She was involved in the preparation of technical specifications for the equipment. She has been in UNDP for more than 20 years and participated in numerous evaluation processes.</p>
<p>4 The specifications appear to be biased towards CAT grader.</p> <p>i) Please clarify the basis of specifying precisely a 95 Ampere Alternator when design and engineering practices are different in the world.</p> <p>ii) Why not specify a range of Amperage acceptable.</p> <p>iii) Hughes Motors equipment could not meet O.M.Y the 95 Amp Alternator requirement but the reasons given in evaluation report why this deviation was not acceptable were all non technical. Evaluation report stated that "...this deviation is considered substantive since if the electrical part of the equipment fails, there will be no quick solutions around..." (a) does this mean an 80 Amp Alternator breaks down easily compared to a 95 Amp alternator? The reasons given here are not sound at all.</p> <p>iv) Please provide a proper technical explanation from an independent Mechanical Engineer to confirm that a grader with an 80Amp Alternator cannot perform the same as a grader with 95Amp alternator.</p>	<p>i) This was specified by end user and was used as minimum specification of the alternator.</p> <p>ii) As stated in (i) above.</p> <p>iii) Independent technical explanation from independent engineer will be provided.</p> <p>iv) As mentioned in (iii) above, the report from independent mechanical engineer will be provided.</p>
<p>5 The evaluation of provision of services after sales (Table No 3) is very subjective and does not appear to be based on information from the bids themselves but from the panel's own judgements against Hughes Motors. Please provide the technical bid from Hughes Motors and highlight their responses to this requirement.</p>	<p>As per item 1.7 on page 7 of the ITB, the bidders were required to provide proof of after-sale services as appropriateness of service network. Hughes Motors Limited has a very limited service network in the Tarangire National Park. They have an office in Arusha and one under construction in Dar es Salaam. They have indicated that a service will be provided in Arusha (Head Quarters) and Dar es Salaam (to be opened soon -- under construction). The technical bid has been uploaded. The motor grader will be operated in Ruaha National Parks which are 900 kilometers from Arusha. On the other hand, Mantrac Tanzania Limited has service centres countrywide including one in Iringa, the closest to Ruaha National Park.</p>
<p>6 The evaluation report Table 4 is not based on criteria that was in the ITB and it appears the panel is trying to build a case to reject the Hughes Motors bid by introducing other considerations. Please indicate where the three criteria assessed in Table 4 of evaluation report were stated in the ITB.</p>	<p>Although these criteria were not included in the ITB but both Mantrac and Hughes did provide the information which was easily compared. This was done purely to assess the capacity of the equipment especially the clearance because equipment will be used in remote area where roads are rough. It should be noted that the criteria were not used to disqualify Hughes and qualify Mantrac in this case.</p>
<p>7 Three technical valuation panel members from Tanzania National Park and SPANEST were present. Please provide the written authorization from the Head of Procurement or DCD(O) that allowed the participation of non UNDP staff member with voting rights in a UNDP evaluation process.</p>	<p>The Team from Tanzania National Parks (TANAPA) and SPANEST participated as non-voting members but provided technical guidance to ensure that the customer requirement and satisfaction are fully met.</p>
<p>8 The bid closing date on acp online is given as 27 August 2013. However in the explanation for bid opening the write up states that bid opening was postponed from 27 June 2013 to 4 July 2013. Please clarify the correct bid closing and opening dates.</p>	<p>The correct bid closing and opening dates are 27/06/2013 and 04/07/2013 respectively. The 27 August indicated in the ACP Submission is a typographical error.</p>
<p>9 Please upload the signed DOI form for Fiona Masaro.</p>	<p>The signed DOI form for Fina Masaro uploaded as requested.</p>
<p>10 This equipment will obviously be imported into the country. Please clarify whether this price includes any duties and import taxes for which UNDP would have been exempted from paying if the equipment had been imported directly by UNDP.</p>	<p>This price excludes duties and import taxes because UNDP is buying the equipment on behalf of Implementing Partner (IP).</p>
<p>11 Some of the responses provided are not satisfactory.</p> <p>3i) Please state exactly who on behalf of UNDP had the technical expertise and qualifications to evaluate the technical aspects of this equipment.</p> <p>4ii) response to this question is not satisfactory. RACP has pointed out that the specifications were biased towards Caterpillar and the response that "this was specified by end user" is not satisfactory. This is a UNDP Procurement and we have to defend our reputation in the event that CASE lodges a complaint that UNDP is using biased specifications.</p> <p>7) The written authorization from DCD/O appointing non UNDP persons in the evaluation panel is required.</p>	<p>3 i) Fina Masaro, Procurement Associate and Gemma Aliti, Programme Associate.</p> <p>4 ii) Generic specifications were used during solicitation process. The evaluation team focused primarily on responsiveness of the bids to the generic specifications and there was no bias whatsoever in the evaluation process. Caterpillar is recommended mainly because of the availability of its network centre in Tanzania which will ensure availability of after-sale service (spare parts and regular services of equipment). This is a very important element in this procurement because there is sufficient evidence of many grounded construction equipment in the Tanzania due to lack of serviceability.</p> <p>7) We apologize. The non UNDP persons in the evaluation panel (TANAPA and SPANEST) were invited by telephone. This was necessitated by the urgency of the evaluation process and the fact that the DCD(O) was on mission at that material time. We will continue to ensure that evaluation team members are always appointed in a timely manner regardless of whatever circumstances.</p>
<p>12 i) Regarding the appointment of the evaluation panel by telephone, please provide a note to the file cleared by the DCD/O explaining what happened.</p> <p>ii) When will you provide the independent confirmation from a mechanical engineer in response to 4iv)</p>	<p>i) Note to the file cleared by the DCD/O explaining what happened regarding the appointment of the evaluation panel by telephone uploaded as requested.</p> <p>ii) Report from independent engineer will be uploaded tomorrow before 12:00 Hours Local Time.</p>
<p>13 The last page of the evaluation report has the signature from the Officer in Charge Titus Osundina. However it does not indicate whether the Officer in Charge approved or did not approve the evaluation report. Please get this corrected and upload the last page of the evaluation report on to the system.</p>	<p>The last page of evaluation report has been uploaded.</p>
<p>14 Committee still requires clarification on the basis or rationale of specifying precisely a 95 Amp alternator. This specification is based on what exactly? [also ITB did not state whether this 95Amp was minimum or maximum required]</p>	<p>The consideration was based on engine size and rating speed. The size of battery was also considered. Requirement of 95 Amp alternator was specified in the ITB under specifications section (ref: page 15, Annex 1). This is minimum generic specification of which prospective bidders were expected to quote exactly 95 Amp or above.</p>